

UL-1391-00
BANKONE NATIONAL ASSOCIATION -vs- MONTE C. CLOSE et al

BANKONE, NATIONAL ASSOCIATION, TRUSTEE
Plaintiff

vs.

MONTE C. CLOSE AND
KATHLEEN FINCH CLOSE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

01-1397-CO

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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FILED

SEP 04 2001

William A. Shaw
Prothonotary

BANKONE, NATIONAL ASSOCIATION,
TRUSTEE,

Plaintiff

vs.

MONTE C. CLOSE AND
KATHLEEN FINCH CLOSE,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
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: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

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

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

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BANKONE, NATIONAL ASSOCIATION,
TRUSTEE,

Plaintiff

vs.

MONTE C. CLOSE AND
KATHLEEN FINCH CLOSE,

Defendants

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

1. Plaintiff is BANKONE, NATIONAL ASSOCIATION, TRUSTEE, a national association, acting through its servicing agent, Homecomings Financial Network, Inc. whose address is 9275 SKY PARK COURT, SUITE 300, SAN DIEGO, CA 92123.
2. Defendant, is MONTE C. CLOSE, an adult individual, whose last known address is 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830. Defendant is KATHLEEN FINCH CLOSE, an adult individual, whose last known address is 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830.
3. On or about, August 26, 1999, the said Defendants executed and delivered a Mortgage Note in the sum of \$103,936.88 payable to BANC ONE CONSUMER DISCOUNT COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument Number 199914270 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to Banc One National Association and recorded as Instrument Number 200104521 on April 2, 2001. Said Mortgage was further assigned to BANKONE, NATIONAL ASSOCIATION, TRUSTEE and will be sent for recording. Said Mortgage and Assignments are incorporated herein.
5. The land subject to the Mortgage is: 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830 and is more particularly described in Exhibit "B" attached hereto.

5. The land subject to the Mortgage is: 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on April 01, 2001 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$101,261.18
Interest at \$29.22 per day From 03/01/2001 To 09/01/2001 (based on contract rate of 10.5340%)	\$5,376.48
Accumulated Late Charges	\$0.00
Late Charges \$47.67 From 04/01/2001 to 09/01/2001	\$238.35
Escrow Deficit	\$0.00
Attorney's Fee at 5% of Principal Balance	\$5,063.06
TOTAL	<hr/> \$111,939.07

**Together with interest at the per diem rate noted above after September 01, 2001 and other charges and costs to date of Sheriff's Sale.

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

8. No judgement has been entered upon said Mortgage in any jurisdiction..
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 1974 is not required in that the original principal balance exceeds \$50,000.00.

10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 10.5340% (\$29.22 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: _____



PURCELL, KRUG & HALLER

Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

NOTE

08/26/1999

111 WEST PAULINE DR. CLEARFIELD, PA. 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 103,936.88 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is BANC ONE CONSUMER DISCOUNT COMPANY. 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 10.534%. 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 10/01/1999. I will make these payments every month until I have paid all of the principal and interest and other charges described below that I may owe under this Note. The payment amount provided in paragraph 3(B) of this Note is based on the assumption that I will make payments exactly on the date scheduled. If I pay early, the interest I pay may be less than the amount shown. If I pay late, the interest that I pay may be more than the amount shown. My monthly payments will be applied to interest before principal. If, on 09/01/2029, 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 5001 Louise Drive, 2nd Floor, Mechanicsburg, PA. 17055-1335 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My first payment will be in the amount of U.S.\$ 983.80 and all other payments will be in the amount of U.S.\$ 953.39.

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

This Note and the Security Instrument are intended to be performed in accordance with, and only to the extent permitted by, all applicable usury laws. If any provision hereof or of the Security Instrument or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the application of such provision to any other person or circumstance nor the remainder of the instrument in which such provision is contained shall be affected thereby and shall be enforced to the greatest extent permitted by law. It is expressly stipulated and agreed to be the intent of the Note Holder to at all times comply with the usury and other applicable laws now or hereafter governing the interest payable on the indebtedness evidenced by this Note. If the applicable law is ever revised, repealed or judicially interpreted so as to render usurious any amount called for under this Note or under the Security Instrument, or contracted for, charged, taken, reserved or received with respect to the indebtedness evidenced by this Note, or if Note Holder's exercise of the option to accelerate the maturity of this Note, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is the express intent of Borrower and Note Holder that all excess amounts theretofore collected by Note Holder be credited on the principal balance of this Note (or, if this Note and all other indebtedness arising under or pursuant to the Security Instrument have been paid in full, refunded to Borrower), and the provisions of this Note and the Security Instrument immediately be deemed reformed and the amounts thereafter collectable hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid, or agreed to be paid, by Borrower for the use, forbearance, detention, taking, charging, receiving or reserving of the indebtedness of Borrower to Note Holder under this Note or arising pursuant to the Security Instrument shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the usury ceiling from time to time in effect and applicable to such indebtedness for so long as such indebtedness is outstanding. To the extent federal law permits Note Holder to contract for, charge or receive a greater amount of interest, Note Holder will rely on federal law instead of applicable state law.

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 10 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.

(F) Returned Check Charges

I will pay to the Note Holder a reasonable charge for any check which has been returned unpaid.

PENNSYLVANIA - FIXED RATE NOTE - FIRST MORTGAGE (NO PREPAYMENT PENALTY)

FNMA/FHLMC MODIFIED FORM 3200, 5/91

BOFS FORM # PA3200 - 10/97 - DAW

EXHIBIT "A"

Loan No. 00004998731

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.

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. SECURED NOTE

This Note is secured by a deed of trust, security agreement or other documents evidencing, securing, governing, or pertaining to this Note (hereinafter collectively referred to as the "Security Instrument"). The Note Holder is entitled to the benefits and security provided in the Security Instrument. All payments of the indebtedness evidenced by this Note and the Security Instrument shall be applied to such indebtedness in such order and manner as the Note Holder shall deem necessary to protect its security in the Security Instrument.

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.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE AND THE NOTICE TO COSIGNER SET FORTH BELOW. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

WITNESS THE HAND(S) OF THE UNDERSIGNED.

BORROWER(S):

Monte C. Close
Printed Name: MONTE C CLOSE
Address: 111 WEST PAULINE DR
CLEARFIELD, PA 16830

Kathleen Finch Close
Printed Name: KATHLEEN FINCH CLOSE
Address: 111 WEST PAULINE DR
CLEARFIELD, PA 16830

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The lender can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

County, Pennsylvania:

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/15/1990 AND RECORDED 08/15/1990, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1358 PAGE 219.

TAX PARCEL ID: 0-85738
ADDRESS: 111 W. PAULINE DR
CLEARFIELD, PA 16830

EXHIBIT "B"

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE. said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: August 28, 2001



Leon P. Haller, Esquire

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA CIVIL ACTION LAW IN MORTGAGE FORECLOSURE NO.	
BANKONE, NATIONAL ASSOCIATION, TRUSTEE, PLAINTIFF VS. MONTE C. CLOSE AND KATHLEEN FINCH CLOSE, DEFENDANTS	
COMPLAINT IN MORTGAGE FORECLOSURE	
<div>FILED</div> <div>SEP 04 2001</div> <div>Shawm 11/10/atty Haller</div> <div>William A. Shaw</div> <div>Prothonotary</div> <div>pd \$80.00</div> <div>LAW OFFICES Purcell, Kneeg & Haller 1719 N. FRONT STREET HARRISBURG, PA. 17102-2392</div> <div>3cc Shawm</div>	



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11479

BANKONE, NATIONAL ASSOCIATION

01-1397-CD

VS.

CLOSE, MONTE C. AI

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW SEPTEMBER 10, 2001 AT 7:17 PM DST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON MONTE C. CLOSE, DEFENDANT AT
RESIDENCE, 111 WEST PAULINE DRIVE (GOLDEN ROD), CLEARFIELD, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO MONTE C. CLOSE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER**

**NOW SEPTEMBER 10, 2001 AT 7:17 PM DST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON KATHLEEN FINCH CLOSE, DEFENDANT AT
RESIDENCE, 111 WEST PAULINE DRIVE (GOLDEN ROD), CLEARFIELD, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO MONTE C. CLOSE, HUSBAND, A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER**

**NOW SEPTEMBER 10, 2001 AT 7:17 PM DST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT, DEFENDANT AT
RESIDENCE, 111 WEST PAULINE DRIVE, (GOLDEN ROD), CLEARFIELD, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO MONTE CLOSE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER**

Return Costs

Cost	Description
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34.00	SHFF. HAWKINS PAID BY: ATTY.
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30.00	SURCHARGE PAID BY: ATTY.
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In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11479

BANKONE, NATIONAL ASSOCIATION

01-1397-CD

VS.

CLOSE, MONTE C. AI

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Sworn to Before Me This

14th Day Of Sept 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
by *Maury Hays*
Chester A. Hawkins
Sheriff

FILED

SEP 14 2001
01:32:22 PM
William A. Shaw
Prothonotary *WAS*

BANKONE, NATIONAL ASSOCIATION, TRUSTEE
Plaintiff

vs.

MONTE C. CLOSE AND
KATHLEEN FINCH CLOSE

Defendants

COPY
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
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814-765-2641 *5982

AVISO

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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

SEP 04 2001

Attest.

William H. Shaw
Prothonotary

BANKONE, NATIONAL ASSOCIATION,
TRUSTEE,

Plaintiff

vs.

MONTE C. CLOSE AND
KATHLEEN FINCH CLOSE,

Defendants

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

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: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE

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COLLECTION PRACTICES ACT, 15 U.S.C. 1601

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

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

BANKONE, NATIONAL ASSOCIATION,
TRUSTEE,

Plaintiff

vs.

MONTE C. CLOSE AND
KATHLEEN FINCH CLOSE,

Defendants

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

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: CIVIL ACTION - LAW

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: ACTION OF MORTGAGE FORECLOSURE

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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is BANKONE, NATIONAL ASSOCIATION, TRUSTEE, a national association, acting through its servicing agent, Homecomings Financial Network, Inc. whose address is 9275 SKY PARK COURT, SUITE 300, SAN DIEGO, CA 92123.
2. Defendant, is MONTE C. CLOSE, an adult individual, whose last known address is 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830. Defendant is KATHLEEN FINCH CLOSE, an adult individual, whose last known address is 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830.
3. On or about, August 26, 1999, the said Defendants executed and delivered a Mortgage Note in the sum of \$103,936.88 payable to BANC ONE CONSUMER DISCOUNT COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument Number 199914270 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to Banc One National Association and recorded as Instrument Number 200104521 on April-2, 2001. Said Mortgage was further assigned to BANKONE, NATIONAL ASSOCIATION, TRUSTEE and will be sent for recording. Said Mortgage and Assignments are incorporated herein.
5. The land subject to the Mortgage is: 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830 and is more particularly described in Exhibit "B" attached hereto.

5. The land subject to the Mortgage is: 111 WEST PAULINE DRIVE, CLEARFIELD, PA 16830 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on April 01, 2001 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$101,261.18
Interest at \$29.22 per day From 03/01/2001 To 09/01/2001 (based on contract rate of 10.5340%)	\$5,376.48
Accumulated Late Charges	\$0.00
Late Charges \$47.67 From 04/01/2001 to 09/01/2001	\$238.35
Escrow Deficit	\$0.00
Attorney's Fee at 5% of Principal Balance	\$5,063.06
TOTAL	<hr/> \$111,939.07

**Together with interest at the per diem rate noted above after September 01, 2001 and other charges and costs to date of Sheriff's Sale.

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

8. No judgement has been entered upon said Mortgage in any jurisdiction..
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 1974 is not required in that the original principal balance exceeds \$50,000.00.

10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 10.5340% (\$29.22 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: _____


PURCELL, KRUG & HALLER

Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

NOTE

08/26/1999

111 WEST PAULINE DR. CLEARFIELD, PA. 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 103,936.88 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is BANC ONE CONSUMER DISCOUNT COMPANY. 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 10.534%. 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 10th day of each month beginning on 10/01/1999. I will make these payments every month until I have paid all of the principal and interest and other charges described below that I may owe under this Note. The payment amount provided in paragraph 3(B) of this Note is based on the assumption that I will make payments exactly on the date scheduled. If I pay early, the interest I pay may be less than the amount shown. If I pay late, the interest that I pay may be more than the amount shown. My monthly payments will be applied to interest before principal. If, on 09/01/2029, 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 5001 Louise Drive, 2nd Floor Mechanicsburg, PA 17055-1335 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My first payment will be in the amount of U.S. \$ 983.80 and all other payments will be in the amount of U.S. \$ 953.39.

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

This Note and the Security Instrument are intended to be performed in accordance with, and only to the extent permitted by, all applicable usury laws. If any provision hereof or of the Security Instrument or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the application of such provision to any other person or circumstance nor the remainder of the instrument in which such provision is contained shall be affected thereby and shall be enforced to the greatest extent permitted by law. It is expressly stipulated and agreed to be the intent of the Note Holder to at all times comply with the usury and other applicable laws now or hereafter governing the interest payable on the indebtedness evidenced by this Note. If the applicable law is ever revised, repealed or judicially interpreted so as to render usurious any amount called for under this Note or under the Security Instrument, or contracted for, charged, taken, reserved or received with respect to the indebtedness evidenced by this Note, or if Note Holder's exercise of the option to accelerate the maturity of this Note, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is the express intent of Borrower and Note Holder that all excess amounts theretofore collected by Note Holder be credited on the principal balance of this Note (or, if this Note and all other indebtedness arising under or pursuant to the Security Instrument have been paid in full, refunded to Borrower), and the provisions of this Note and the Security Instrument immediately be deemed reformed and the amounts thereafter collectable hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid, or agreed to be paid, by Borrower for the use, forbearance, detention, taking, charging, receiving or reserving of the indebtedness of Borrower to Note Holder under this Note or arising pursuant to the Security Instrument shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the usury ceiling from time to time in effect and applicable to such indebtedness for so long as such indebtedness is outstanding. To the extent federal law permits Note Holder to contract for, charge or receive a greater amount of interest, Note Holder will rely on federal law instead of applicable state law.

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 10 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.

(F) Returned Check Charges

I will pay to the Note Holder a reasonable charge for any check which has been returned unpaid.

PENNSYLVANIA - FIXED RATE NOTE - FIRST MORTGAGE (NO PREPAYMENT PENALTY)

FNMA/FHLMC MODIFIED FORM 3200, 5/91

BOFS FORM # PA3200 - 10/97 - DAW

EV1121711A

Loan No. 00004998731

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.

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. SECURED NOTE

This Note is secured by a deed of trust, security agreement or other documents evidencing, securing, governing, or pertaining to this Note (hereinafter collectively referred to as the "Security Instrument"). The Note Holder is entitled to the benefits and security provided in the Security Instrument. All payments of the indebtedness evidenced by this Note and the Security Instrument shall be applied to such indebtedness in such order and manner as the Note Holder shall deem necessary to protect its security in the Security Instrument.

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.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE AND THE NOTICE TO COSIGNER SET FORTH BELOW. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

WITNESS THE HAND(S) OF THE UNDERSIGNED.

BORROWER(S):

Monte C. Close

Printed Name: MONTE C CLOSE
Address: 111 WEST PAULINE DR
CLEARFIELD, PA 16830

Kathleen Finch Close

Printed Name: KATHLEEN FINCH CLOSE
Address: 111 WEST PAULINE DR
CLEARFIELD, PA 16830

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The lender can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

- County, Pennsylvania:

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A FEE SIMPLE DEED DATED 08/15/1990 AND RECORDED 08/15/1990, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1358 PAGE 219.

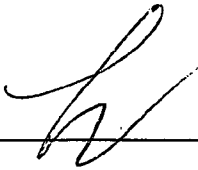
TAX PARCEL ID: 0-85738
ADDRESS: 111 W. PAULINE DR
CLEARFIELD, PA 16830

EXHIBIT "B"

VERIFICATION

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

Date: August 28, 2001



Leon P. Haller, Esquire

BANKONE, NATIONAL ASSOCIATION, TRUSTEE: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
VS. : CIVIL ACTION LAW
MONTE C. CLOSE AND :
KATHLEEN FINCH CLOSE, : ACTION OF MORTGAGE FORECLOSURE
Defendants: 01-1397 CD

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

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

Unpaid principal balance	\$101,261.18
Interest	\$ 5,376.48
(Per diem of \$29.22 from 3/1/01 to 9/01/01)	
Late Charges	
(from 4/1/01 to 9/01/01	\$ 238.35
5% Attorney's Commission	\$ 5,063.06
TOTAL	\$111,939.07**

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

PURCELL, KRUG & HALLER

By

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

FILED

JAN 10 2002

William A. Shaw
Prothonotary

BANKONE, NATIONAL ASSOCIATION, TRUSTEE: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
VS. : CIVIL ACTION LAW
:
MONTE C. CLOSE AND :
KATHLEEN FINCH CLOSE, : ACTION OF MORTGAGE FORECLOSURE
Defendants: 01-1397 CD

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on January 10, 2002 the following judgment has been entered against you in the above-captioned matter:

\$111,939.07 and for the sale and foreclosure of your property located at: 111 West Pauline Drive Clearfield, PA 16830

Dated: 1-10-02

Willi L. Hall
PROTHONOTARY

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

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

Monte C. Close
111 West Pauline Drive
Clearfield, PA 16830

Kathleen Finch Close
111 West Pauline Drive
Clearfield, PA 16830


BANKONE, NATIONAL ASSOCIATION, TRUSTEE: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
VS. : CIVIL ACTION LAW
:
MONTE C. CLOSE AND :
KATHLEEN FINCH CLOSE, : ACTION OF MORTGAGE FORECLOSURE
Defendants: 01-1397 CD

NON-MILITARY AFFIDAVIT


COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for
said Commonwealth and County, **LEON P. HALLER, ESQUIRE** who being
duly sworn according to law deposes and states that the
Defendant(s) above named are not in the Military or Naval Service
nor are they engaged in any way which would bring them within the
Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :
before me this 9 day :
of January 2002 :


Notary Public

NOTARIAL SEAL
ANGELA J. GLASS, Notary Public
City of Harrisburg Dauphin County
My Commission Expires May 12, 2003

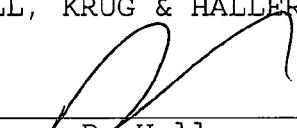

LEON P. HALLER, ESQUIRE

BANKONE, NATIONAL ASSOCIATION, TRUSTEE: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
VS. : CIVIL ACTION LAW
MONTE C. CLOSE AND : ACTION OF MORTGAGE FORECLOSURE
KATHLEEN FINCH CLOSE, : 01-1397 CD
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that on November 20, 2001 I served the Ten Day Notice required by Pa. R.C.P. 237.1 upon the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

PURCELL, KRUG & HALLER

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

Dated: January 8, 2002

BANKONE, NATIONAL ASSOCIATION,
TRUSTEE

Plaintiff

VS.

MONTE C. CLOSE AND KATHLEEN
FINCH CLOSE

Defendants

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

:
:

: NO. 2001-01397-CD

:
:

: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE

:
:

DATE OF THIS NOTICE: November 20, 2001

TO:

MONTE C. CLOSE
111 WEST PAULINE DRIVE
CLEARFIELD, PA 16830

KATHLEEN FINCH CLOSE
111 WEST PAULINE DRIVE
CLEARFIELD, PA 16830

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

IMPORTANT NOTICE

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

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

PURCELL, KRUG & HALLER

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

FILED

JAN 10 2002 \$20 paid by atty

12:31 PM
William A. Shaw
Prothonotary

NO CC

Statement to atty
notices to defendants

21
Ked

COPY

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

Bankone, National Association
Plaintiff(s)

No.: 2001-01397-CD

Real Debt: \$111,939.07

Atty's Comm:

Vs.

Costs: \$

Int. From:

Monte C. Close
Kathleen Finch Close
Defendant(s)

Entry: \$20.00

Instrument: Judgment "in rem"

Date of Entry: January 10, 2002

Expires: January 10, 2007

Certified from the record this 10th day of January, 2002

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

BANKONE, NATIONAL ASSOCIATION TRUSTEE: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
vs. : CIVIL ACTION LAW
:
MONTE C. CLOSE AND : ACTION OF MORTGAGE FORECLOSURE
KATHLEEN FINCH CLOSE, : 01-1397 CD
Defendants :

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 3-6-02, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

Monte C. Close
111 West Pauline Drive
Clearfield, PA 16830

Kathleen Finch Close
111 West Pauline Drive
Clearfield, PA 16830

Beneficial Consumer Discount Company
D/B/A Beneficial Mortgage Co. of Pennsylvania
90 Beaver Drive
Suite 114 C
Dubois, PA 15801

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

FILED

MAY 09 2002
M/ 11:30 AM
William A. Shaw
Prothonotary

NO COURT COSTS

By

PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102

Purcell, Krug & Haller

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206
E-MAIL: SDUNN@PKH.COM

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL, JR.
JILL M. WINEKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

JOSEPH NISSLEY (1910-1982)
VALERIE A. GUNN
OF COUNSEL

HERSHEY
1099 GOVERNOR ROAD
(717) 533-3836

Monte C. Close
111 West Pauline Drive
Clearfield, PA 16830

Kathleen Finch Close
111 West Pauline Drive
Clearfield, PA 16830

Beneficial Consumer Discount Company
D/B/A Beneficial Mortgage Co. of Pennsylvania
90 Beaver Drive
Suite 114 C
Dubois, PA 15801

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

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

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

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

By: 

Leon P. Haller PA I.D.15700
Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION TRUSTEE: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION LAW
MONTE C. CLOSE AND : ACTION OF MORTGAGE FORECLOSURE
KATHLEEN FINCH CLOSE, : 01-1397 CD
Defendants :

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

TAKE NOTICE:

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

DATE: May 3, 2002

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

LOCATION: Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

THE LOCATION of your property to be sold is:

111 West Pauline Drive
Clearfield
CLEARFIELD COUNTY
PENNSYLVANIA

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

No. 01-1397 CD

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

MONTE C. CLOSE AND KATHLEEN FINCH CLOSE

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

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

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

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

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

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

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

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

(814) 765-2641 (Ext. 5982)

THE LEGAL RIGHTS YOU MAY HAVE ARE:

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

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

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

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

A copy of the Writ of Execution is attached hereto.

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

ALL THAT CERTAIN lot(s), together with a house and all improvements thereon, situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the Southwest corner of Lot No. 32 on the Eastern line of PAULINE DRIVE WEST; thence South $66^{\circ} 15'$ East 164.18 feet to a rear line of Lot No. 42; thence along rear line of Lot No. 42 South $14^{\circ} 48'$ West 55 feet to a pin at the corner of Lot No. 34; thence along line of Lot No. 34 South $73^{\circ} 30'$ West 162.67 feet to Eastern line of PAULINE DRIVE WEST; thence along said Eastern line of PAULINE DRIVE WEST by an arc curving to the North, whose radius is 215 feet, the chord of which is North $5^{\circ} 44'$ West 70 feet to a pin; thence continuing along Eastern line of PAULINE DRIVE WEST by an arc curving to the North, having the same radius, the chord which is North $13^{\circ} 6'$ East 75.78 feet; thence continuing along the Eastern line of PAULINE DRIVE WEST North $23^{\circ} 45'$ East 24 feet to the Southwest corner of Lot No. 32 and place of beginning. Being Lot No. 33.

HAVING THEREON ERECTED A DWELLING KNOWN AS 111 West Pauline Drive Clearfield, PA 16830.

BEING THE SAME PREMISES WHICH Robert F. Whitford by Deed dated August 15, 1990 in Clearfield County Deed Book 1358, Page 219, granted and conveyed unto Monte C. Close and Kathleen Finch Close.

Assessment # 123-L08-684-33

Homecomings vs. Close
Clearfield County Sale

5/3/02

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

Postmark:

Monte C. Close
111 West Pauline Drive
Clearfield, PA 16830

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

Received from:

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

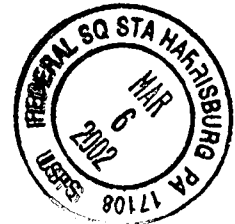
Postage:

One piece of ordinary mail addressed to:

Postmark:

Kathleen Finch Close
111 West Pauline Drive
Clearfield, PA 16830

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



Received from:

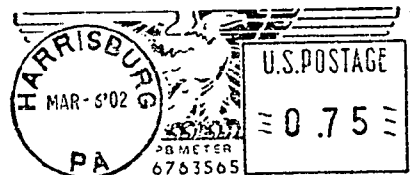
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Postmark:

Beneficial Consumer Discount Company
D/B/A Beneficial Mortgage Co. of Pennsylvania
90 Beaver Drive
Suite 114 C
Dubois, PA 15801



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

Received from:

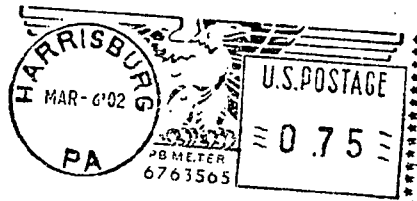
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Postmark:

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830



BANKONE, NATIONAL ASSOCIATION TRUSTEE: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION LAW
MONTE C. CLOSE AND : ACTION OF MORTGAGE FORECLOSURE
KATHLEEN FINCH CLOSE, : 01-1397 CD
Defendants:

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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at 111 West Pauline Drive, Clearfield, PA 16830 as follows:

Principal	\$101,261.18
Interest	\$ 10,665.30
(at the per diem of	
\$29.22 to 3/1/02)	
Escrow deficit	\$ 1,223.00
Accrued and Monthly Late Charges	
(\$47.67 per month from 3/1/01	
to 3/1/02)	\$ 1,001.07
5% Attorney's Commission	\$ 5,063.06
TOTAL	\$119,213.61**


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

FILED

JAN 18 2002

William A. Shaw
Prothonotary

Dated: January 17, 2002

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

Attached is a description of the real estate.

ALL THAT CERTAIN lot(s), together with a house and all improvements thereon, situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the Southwest corner of Lot No. 32 on the Eastern line of PAULINE DRIVE WEST; thence South $66^{\circ} 15'$ East 164.18 feet to a rear line of Lot No. 42; thence along rear line of Lot No. 42 South $14^{\circ} 48'$ West 55 feet to a pin at the corner of Lot No. 34; thence along line of Lot No. 34 South $73^{\circ} 30'$ West 162.67 feet to Eastern line of PAULINE DRIVE WEST; thence along said Eastern line of PAULINE DRIVE WEST by an arc curving to the North, whose radius is 215 feet, the chord of which is North $5^{\circ} 44'$ West 70 feet to a pin; thence continuing along Eastern line of PAULINE DRIVE WEST by an arc curving to the North, having the same radius, the chord which is North $13^{\circ} 6'$ East 75.78 feet; thence continuing along the Eastern line of PAULINE DRIVE WEST North $23^{\circ} 45'$ East 24 feet to the Southwest corner of Lot No. 32 and place of beginning. Being Lot No. 33.

HAVING THEREON ERECTED A DWELLING KNOWN AS 111 West Pauline Drive Clearfield, PA 16830.

BEING THE SAME PREMISES WHICH Robert F. Whitford by Deed dated August 15, 1990 in Clearfield County Deed Book 1358, Page 219, granted and conveyed unto Monte C. Close and Kathleen Finch Close.

Assessment # 123-L08-684-33

FILED

JAN 18 2002

1713401 Atty Helen PD \$20.00

William A. Shaw
Prothonotary

Lewitts Shurtliff

for

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

C C Y

Bankone, National Association Trustee

Vs.

NO.: 2001-01397-CD

Monte C. Close and
Kathleen Finch Close

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANKONE, NATIONAL ASSOCIATION TRUSTEE , Plaintiff(s)
from MONTE C. CLOSE, KATHLEEN FINCH CLOSE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Property 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: \$101,261.18
INTEREST: \$10,665.30 (at the per diem
of \$29.22 to 3/1/02)
PROTH. COSTS: \$

PAID: \$164.00
SHERIFF: \$

OTHER COSTS: \$1,223.00 - Escrow Deficit

\$1,001.07 Accrued and Monthly Late
Charges (\$47.67 Per Month from
3/1/01 to 3/1/02)

ATTY'S COMM: \$5,063.06 (5%)
DATE: 01/18/2002

William A. Shaw
Prothonotary/Clerk Civil Division

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

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

Sheriff

ALL THAT CERTAIN lot(s), together with a house and all improvements thereon, situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the Southwest corner of Lot No. 32 on the Eastern line of PAULINE DRIVE WEST; thence South $66^{\circ} 15'$ East 164.18 feet to a rear line of Lot No. 42; thence along rear line of Lot No. 42 South $14^{\circ} 48'$ West 55 feet to a pin at the corner of Lot No. 34; thence along line of Lot No. 34 South $73^{\circ} 30'$ West 162.67 feet to Eastern line of PAULINE DRIVE WEST; thence along said Eastern line of PAULINE DRIVE WEST by an arc curving to the North, whose radius is 215 feet, the chord of which is North $5^{\circ} 44'$ West 70 feet to a pin; thence continuing along Eastern line of PAULINE DRIVE WEST by an arc curving to the North, having the same radius, the chord which is North $13^{\circ} 6'$ East 75.78 feet; thence continuing along the Eastern line of PAULINE DRIVE WEST North $23^{\circ} 45'$ East 24 feet to the Southwest corner of Lot No. 32 and place of beginning. Being Lot No. 33.

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BEING THE SAME PREMISES WHICH Robert F. Whitford by Deed dated August 15, 1990 in Clearfield County Deed Book 1358, Page 219, granted and conveyed unto Monte C. Close and Kathleen Finch Close.

Assessment # 123-L08-684-33

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

Bankone, National Association Trustee

Vs.

NO.: 2001-01397-CD

Monte C. Close and
Kathleen Finch Close

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANKONE, NATIONAL ASSOCIATION TRUSTEE, Plaintiff(s)
from MONTE C. CLOSE, KATHLEEN FINCH CLOSE, Defendant(s):

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

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INTEREST: \$10,665.30 (at the per diem
of \$29.22 to 3/1/02)
PROTH. COSTS: \$

PAID: \$164.00
SHERIFF: \$

OTHER COSTS: \$1,223.00 - Escrow Deficit

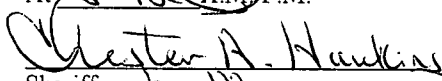
\$1,001.07 Accrued and Monthly Late
Charges (\$47.67 Per Month from
3/1/01 to 3/1/02)

ATTY'S COMM: \$5,063.06 (5%)
DATE: 01/18/2002



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 22nd day
of January, 2002
At 8:42 A.M./P.M.


Sheriff by Margaret H. Paff

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

ALL THAT CERTAIN lot(s), together with a house and all improvements thereon, situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

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BEING THE SAME PREMISES WHICH Robert F. Whitford by Deed dated August 15, 1990 in Clearfield County Deed Book 1358, Page 219, granted and conveyed unto Monte C. Close and Kathleen Finch Close.

Assessment # 123-L08-684-33

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12107

BANKONE, NATIONAL ASSOCIATION TRUSTEE

01-1397-CD

VS.

CLOSE, MONTE C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 11, 2002 , A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS.

NOW, MARCH 12, 2002, AT 9:00 AM O'CLOCK PROPERTY OF THE DEFENDANTS WAS POSTED WITH NOTICE OF SALE.

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

NOW, MARCH 13, 2002, AT 5:40 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MONTE C. CLOSE, DEFENDANT, AT HIS PLACE OF RESIDENCE, 111 WEST PAULINE DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MONTE C. CLOSE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 13, 2002, AT 5:40 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MONTE C. CLOSE, HUSBAND OF KATHLEEN FINCH CLOSE, DEFENDANT, AT HIS PLACE OF RESIDENCE, 111 WEST PAULINE DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MONTE C. CLOSE, HUSBAND OF KATHLEEN FINCH CLOSE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MAY 3, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY BANKONE, NATIONAL ASSOCIATION TRUSTEE, PLAINTIFF, FOR ONE DOLLAR (\$1.00) PLUS COSTS. A BILL WAS SENT THIS DATE FOR COSTS DUE ON SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12107

BANKONE, NATIONAL ASSOCIATION TRUSTEE

01-1397-CD

VS.

CLOSE, MONTE C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 17, 2002, RECEIVED ATTORNEY CHECK #50754 IN THE AMOUNT OF THREE THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS AND THIRTY-TWO CENTS (\$3,454.32) FOR COSTS DUE ON SALE.

NOW, MAY 21, 2002, RETURN WRIT AS A SALE BEING HELD WITH PLAINTIFF PURCHASING PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$206.08

SURCHARGE \$ 40.00

PAID BY ATTORNEY

FILED

MAY 22 2002

018:50

William A. Shaw
Prothonotary

Sworn to Before Me This

2nd Day Of May 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Margaret H. Pitt
Chester A. Hawkins
Sheriff

PURCELL, KRUG & HALLER

50754

05/14/2002 050754

H04172-20201

Close, Monte C. & Kathleen Fin
BALANCE OF SALE COSTS
AJG

3,454.32

PURCELL, KRUG & HALLER

1719 NORTH FRONT STREET
HARRISBURG, PA 17102

COMMERCE BANK
60-184-313

50754

CHECK NO. CHECK DATE

050754 05/14/2002

CHECK AMOUNT

THREE THOUSAND FOUR HUNDRED FIFTY FOUR AND 32/100
DOLLARS*****

*****3,454.32

PAY
TO THE
ORDER
OF

SHERIFF OF CLEARFIELD COUNTY

VOID AFTER 90 DAYS

⑈050754⑈ ⑆031301846⑆ 51 320931 2⑈

COPY

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, MAY 6, 2002, 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 forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of MAY 2002, I exposed the within described real estate of MONTE C. CLOSE AND KATHLEEN FINCH CLOSE

to public venue or outcry at which time and place I sold the same to BANKONE, NATIONAL ASSOCIATION TRUSTEE he/she being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		2.00
LEVY		15.00
MILEAGE		2.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		2.00
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES / BILLING \$5.00	\$15.00 + 5.00	
BILLING - PHONE - FAX		
TOTAL SHERIFF COSTS	\$	206.08

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
TOTAL DEED COSTS	\$	20.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 101,261.18
INTEREST AT THE PER DIEM OF \$29.22 TO 3-1-02	10,665.30

TOTAL DEBT & INTEREST

\$

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$ 270.81
LATE CHARGES & FEES	\$ 4,001.07
TAXES-Collector	\$ 503.10
TAXES-Tax Claim	\$3,077.83
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / ESCROW DEFICIT	\$ 5.00
ACKNOWLEDGEMENT	\$ 1,223.00
DEED COSTS	\$ 15.50
ATTORNEY COMMISSION	\$ 5,063.06
SHERIFF COSTS	\$ 206.08
LEGAL JOURNAL AD	\$ 72.00
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 164.00
ESCROW DEFICIENCY	\$
	\$
TOTAL COSTS	\$ 4,454.32

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

Chester A. Hawkins, Sheriff