

01-1572-3D  
CHASE MANHATTAN MORTGAGE CORPORATION -vs- BERNARD J. REINHARDT  
et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

Plaintiff,

vs.

BERNARD J. REINHARDT, a/k/a  
BERNARD REINHARDT, and  
MARI A. REINHARDT,

Defendants.

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

Kristine M. Faust  
Attorney for Plaintiff

I HEREBY CERTIFY THE ADDRESS OF THE  
PLAINTIFF IS

3415 Vision Drive  
Columbus, OH 43219

And the Defendant is  
1208 Edwards Street  
Philipsburg, PA 16656

PLTF  
ATTORNEY FOR  
DEF

CERTIFICATE OF LOCATION

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

1208 Edwards St.

(CITY) BORO, OR TOWNSHIP) (WARD)

Philipsburg

BY Kristine M. Faust

) NO.: 01-1572-CO  
)  
) ISSUE NO.:  
)  
) TYPE OF PLEADING:  
)  
) CIVIL ACTION - COMPLAINT  
) IN MORTGAGE FORECLOSURE  
)  
) CODE -  
)  
) FILED ON BEHALF OF PLAINTIFF:  
)  
) Chase Manhattan Mortgage Corporation  
)  
) COUNSEL OF RECORD FOR THIS  
PARTY:  
)  
) Kristine M. Faust, Esquire  
) Pa. I.D. #77991  
)  
) GRENNEN & BIRSCIC, P.C.  
)  
) Firm #023  
) One Gateway Center, Nine West  
) Pittsburgh, PA 15222  
) (412) 281-7650

FILED

SEP 2 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.:

Plaintiff,  
vs.

BERNARD J. REINHARDT, a/k/a  
BERNARD REINHARDT, and  
MARI A. REINHARDT,

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.**

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.:

Plaintiff,  
vs.

BERNARD J. REINHARDT, a/k/a  
BERNARD REINHARDT, and  
MARI A. REINHARDT,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

Chase Manhattan Mortgage Corporation, by its attorneys, Grenen & Birsic, P.C., files this  
Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Chase Manhattan Mortgage Corporation, which has its principal place of business at 3415 Vision Drive, Columbus, Ohio 43219.
2. The Defendants are Bernard J. Reinhardt, a/k/a Bernard Reinhardt and Mari A. Reinhardt, individuals whose last known address is 1208 Edwards Street, Philipsburg, PA 16866.
3. On or about August 10, 2000, Defendants executed a Note in favor of Bancplus Home Mortgage Center, in the original principal amount of \$93,900.00.
4. On or about August 10, 2000, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Bancplus Home Mortgage Center a Mortgage in the original principal amount of \$93,900.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 10, 2000, at Document Number 200011584. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Bancplus Home Mortgage Center assigned all of its right, title and interest in and to aforesaid Note and Mortgage to Plaintiff pursuant to a certain Assignment of Mortgage recorded in the Office of the Recorder of Deeds of Clearfield County on August 25, 2000, at Document Number 200012449.

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

7. 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 1, 2001 payment.

8. Plaintiff was not required to send Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) prior to the commencement of this action for the reason that the aforesaid Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12U.S.C. §§1707-1715z-18) [35 P.S. §1680.401C(a) (3)].

9. Plaintiff was not required to send Defendants written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101 and the Defendants are not "residential mortgage debtors" as defined in 41 P.S. §101.

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

Principal	\$93,427.95
Interest through 9/10/01	\$ 3,710.88
Late Charges through 9/10/01	\$ 161.96
Other Fees through 9/10/01	\$ 92.15
Attorneys' fees	\$ 800.00
Title Search, Foreclosure and Execution Costs	\$ <u>1,500.00</u>
<b>TOTAL</b>	<b>\$99,692.94</b>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of **\$99,692.94**, with interest thereon at the rate of \$23.04 per diem from September 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.

GRENNEN & BIRSIC, P.C.

BY: 

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

When Recorded Mail To:  
BANCPLUS HOME MORTGAGE CENTER

2699 E. OAKLAND PARK BOULEVARD  
FT. LAUDERDALE, FL 33306

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200011584  
AUG 10 2000  
RECORDING FEES - \$17.00  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE UNIT TAX \$0.50  
TOTAL \$18.50

1502682843  
1502682843

## MORTGAGE

REINHARDT  
LOAN NUMBER: 1502682843  
CASE NUMBER: 442-2142731 - 703

This Mortgage ("Security Instrument") is given on AUGUST 10, 2000 . The Mortgagor is

BERNARD REINHARDT and MARI A. REINHARDT

("Borrower"). This Security Instrument is given to  
BANCPLUS HOME MORTGAGE CENTER D/B/A HOME FINANCING CENTER, INC  
which is organized and existing under the laws of , and  
whose address is 2699 E. OAKLAND PARK BLVD. FT. LAUDERDALE, FL 33306

("Lender"). Borrower owes Lender the principal sum of  
NINETY-THREE THOUSAND NINE HUNDRED AND 00/100

Dollars (U.S. 93,900.00). 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  
SEPTEMBER 1, 2030 . 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,  
warrant, grant and convey to the Lender the following described property located in CLEARFIELD  
County, Pennsylvania:

LEGAL DESCRIPTION AS ATTACHED HERETO AND MADE A PART HEREOF

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200011584  
RECORDED ON  
AUG 10, 2000  
2:54:41 PM  
RECORDING FEES - \$17.00  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE UNIT TAX \$0.50  
TOTAL \$18.50  
*J. Lafferty*

which has the address of 1208 EDWARDS STREET, PHILIPSBURG  
[Street] [City]  
Pennsylvania 16866 ("Property Address");  
[Zip Code]

TOGETHER WITH 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 seized of the estate hereby conveyed and has the right to  
mortgage, 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 agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the  
debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment,  
together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments  
levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for  
insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the  
Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required  
if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage  
FHA PENNSYLVANIA MORTGAGE

LEGAL DESCRIPTION

Loan No.: 1502682843

Borrower: BERNARD REINHARDT

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LOCATED IN THE BOROUGH OF CHESTER HILL,  
IN THE SUBDIVISION OF STEINER TERRACE, CLEARFIELD COUNTY, PENNSYLVANIA, MORE  
PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN SIDE OF AN UNNAMED ALLEY, AND BEING A COMMON  
CORNER OF LOT NO. 40 HEREIN CONVEYED AND LOT 41; THENCE ALONG THE SOUTHERN SIDE  
OF SAID ALLEY A DISTANCE OF 100 FEET; THENCE IN AN EASTERLY DIRECTION IN A LINE  
PARALLEL TO THE WESTERN BOUNDARY OF LOT NO. 40 A DISTANCE OF APPROXIMATELY 150  
FEET TO THE NORTHERN SIDE OF EDWARD STREET A DISTANCE OF 100 FEET TO A POINT IN  
AN EASTERLY DIRECTION; THENCE NORTH ALONG THE WESTERN LINE OF LOT NO. 41 A  
DISTANCE OF 150 FEET TO THE PLACE OF BEGINNING, BEING KNOWN AS LOT NO. 40 AND A  
PORTION OF LOT B IN THE PLAN OF STEINER TERRACE, AS RECORDED IN CLEARFIELD COUNTY  
MISCELLANEOUS BOOK 110, AT PAGE 15.

insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

**FIRST**, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

**SECOND**, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**THIRD**, to interest due under the Note;

**FOURTH**, to amortization of the principal of the Note; and

**FIFTH**, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall be include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

'Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.
9. **Grounds for Acceleration of Debt.**
  - (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
    - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
  - (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
  - (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
  - (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of 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 9(b). 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 term of this Security Instrument or the Note without that Borrower's consent.

13. **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 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.

14. **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.

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

16. **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

FHA PENNSYLVANIA MORTGAGE

DOC12PAJ 0245594  
DOC12PAJ 04/21/2000

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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 the paragraph 16, "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:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may initiate foreclosure by judicial proceedings and/or invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. 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.

**20. Waiver.** 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 of sale, and homestead exemption.

**21. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a Sheriff's sale or other sale pursuant to this Security Instrument.

**22. 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.

**23. 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.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument.

[Check applicable box(es)].

Condominium Rider       Graduated Payment Rider       Growing Equity Rider  
 Planned Unit Development Rider       Other [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 5 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Bernard Reinhardt (Seal) \_\_\_\_\_ (Seal)  
BERNARD REINHARDT -Borrower \_\_\_\_\_ -Borrower

Mari A. Reinhardt (Seal) \_\_\_\_\_ (Seal)  
-Borrower \_\_\_\_\_ -Borrower

Witness:

John R. Carfley

Witness:

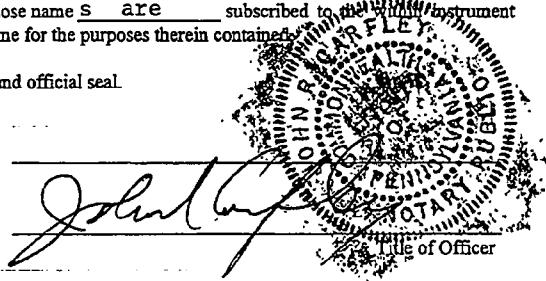
Shaleen J. Belis

Commonwealth of Pennsylvania, County of Clearfield CENTRE

On this, the 10th day of August, 2000, before me, a Notary Public,  
the undersigned officer, personally appeared Bernard Reinhardt and Mari A. Reinhardt,  
known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument  
and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:



CERTIFICATE OF RESIDENCE I, John R. Carfley, Esq.

do hereby certify that the correct address of the within-named lender is 2699 E. Oakland Park Blvd.

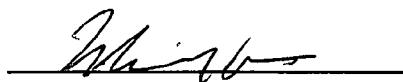
Ft. Lauderdale, FL 33306

Witness my hand this 10th day of August, 2000

John R. Carfley  
Agent of Lender

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 in Ejectment are true and correct to his information and belief.



MICHAEL DAVIS  
ASSISTANT SECRETARY

**FILED**

SEP 20 2001  
JSD Cutt, Faust  
31401 Pd \$80.00  
William A. Shaw  
Prothonotary

Dec. 3 2001  
Shaw

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

Sheriff Docket # 11541

CHASE MANHATTAN MORTGAGE CORPORATION

01-1572-CD

VS.

REINHARDT, BERNARD J. a/k/a BERNARD REINHARDT and MARI A. REIN

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW OCTOBER 4, 2001 AT 10:02 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERNARD J. REINHARDT A/K/A BERNARD REINHARDT, DEFENDANT AT RESIDENCE, 1208 EDWARDS ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BERNARD REINHARDT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

**NOW OCTOBER 4, 2001 AT 10:02 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARI A. REINHARDT, DEFENDANT AT RESIDENCE, 1208 EDWARDS ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BERNARD REINHARDT, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

---

**Return Costs**

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

**FILED**

OCT 15 2001  
01326 pm  
William A. Shaw  
Prothonotary *gab*

**Sworn to Before Me This**

*15th* Day Of *October* 2001  


---

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

**So Answers,**

*Ches A. Hawkins*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL DIVISION

**GRENEN & BIRSIC, P.C.**

FILED

NOV 16 2001

Freud & Freud  
Attorneys for Plaintiff

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,

vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, Bernard J. Reinhardt, a/k/a Bernard Reinhardt and Mari A. Reinhardt, in the amount of \$102,306.97, which is itemized as follows:

Principal	\$ 93,427.95
Interest through 11/6/01	\$ 5,020.16
Late Charges through 11/6/01	\$ 242.36
Escrow Deficiency	\$ 1,316.50
Attorneys' fee	\$ 800.00
Title Search, Foreclosure and Execution Costs	<u>\$ 1,500.00</u>
<b>TOTAL</b>	<b>\$102,306.97</b>

with interest on the Principal sum at the rate of \$23.04 per diem from November 6, 2001, and additional late charges, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIĆ, P.C.

BY:



Kristine M. Faust, Esquire  
Attorneys for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:  
 )

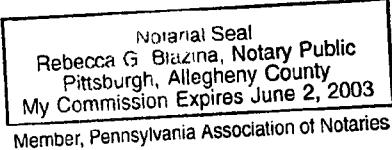
Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Kristine M. Faust, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendants are not in the military service of the United States of America to the best of her 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.

Kristine M. Faust

Sworn to and subscribed before me

this 7<sup>th</sup> day of November, 2001.

Rebecca G. Blazina  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE )  
CORPORATION, ) NO.: 01-1572-CD  
Plaintiff, )  
vs. )  
BERNARD J. REINHARDT, a/k/a )  
BERNARD REINHARDT, and )  
MARI A. REINHARDT, )  
Defendants. )

TO: Bernard J. Reinhardt  
1208 Edwards Street  
Philipsburg, PA 16866

DATE OF NOTICE: October 25, 2001

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 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:

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

By: *Patrick D. Flanagan*  
GRENEN & BIRSIĆ, P.C.  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE )  
CORPORATION, ) NO.: 01-1572-CD  
)  
Plaintiff, )  
)  
vs. )  
)  
BERNARD J. REINHARDT, a/k/a )  
BERNARD REINHARDT, and )  
MARI A. REINHARDT, )  
)  
Defendants. )

TO: Mari A. Reinhardt  
1208 Edwards Street  
Philipsburg, PA 16866

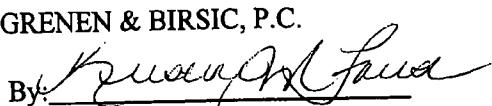
DATE OF NOTICE: October 25, 2001

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 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:

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

GRENEN & BIRSIĆ, P.C.

By:   
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,

vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO:     Bernard Reinhardt  
          1208 Edwards Street  
          Philipsburg, PA 16866

- Plaintiff  
 Defendant  
 Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the  
above captioned proceeding on 11-16-01.

- A copy of the Order or Decree is enclosed,  
or  
 The judgment is as follows: \$102,306.97

with interest on the Principal sum at the rate of \$23.04 per diem from November 6, 2001, and  
additional late charges, 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

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,

vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Mari A. Reinhardt  
1208 Edwards Street  
Philipsburg, PA 16866

- ( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the  
above captioned proceeding on 11-16-01.

- ( ) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$102,306.97

with interest on the Principal sum at the rate of \$23.04 per diem from November 6, 2001, and  
additional late charges, plus costs (including increases in escrow deficiency) and for foreclosure and  
sale of the mortgaged premises.

---

Deputy

**FILED**

NOV 16 2001

3/0.00 p.m.  
William A. Shaw  
Prothonotary

20<sup>00</sup> pd by atty:

no cc

Notice sent to def's

Statement sent to p.f.

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

Chase Manhatten Mortgage Corporation  
Plaintiff(s)

No.: 2001-01572-CD

Real Debt: \$102,306.97

Atty's Comm:

Vs.

Costs: \$

Int. From:

Bernard J. Reinhardt

Entry: \$20.00

Mari A. Reinhardt

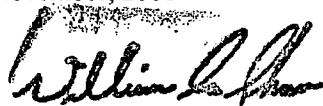
Defendant(s)

Instrument: Default Judgment

Date of Entry: November 16, 2001

Expires: November 16, 2006

Certified from the record this 16th day of November, 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

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,

vs.

ISSUE NO.:

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

TYPE OF PLEADING:

Defendants.

Praecipe for Writ of Execution  
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

Chase Manhattan Mortgage Corporation

COUNSEL OF RECORD FOR THIS PARTY:

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

GRENEN & BIRSIC, P.C.

Firm #023  
One Gateway Center, Nine West  
Pittsburgh, PA 15222

(412) 281-7650

**FILED**

DEC 21 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,

vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

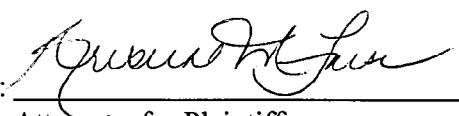
TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants, Bernard J. Reinhardt, a/k/a Bernard Reinhardt and Mari A. Reinhardt, as follows:

Principal	\$ 93,427.95
Interest	\$ 8,007.29
Late Charges	\$ 282.27
Escrow Deficiency	\$ 2,126.24
Attorneys' fees	\$ 800.00
Title Search, Foreclosure and Execution Costs	<u>\$ 1,500.00</u>
<b>TOTAL</b>	<b>\$106,143.75</b>

GRENEN & BIRSIĆ, P.C.

By:   
Attorneys for Plaintiff

**FILED**

Att'y pd. 20.00  
m110-0681

DEC 21 2001

William A. Shaw  
Prothonotary

6 wnts w/ property descr.  
attached



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

Chase Manhattan Mortgage Corporation

Vs.

NO.: 2001-01572-CD

Bernard J. Reinhardt a/k/a Bernard Reinhardt and  
Mari A. Reinhardt

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CHASE MANHATTAN MORTGAGE CORPORATION, Plaintiff(s) from BERNARD J. REINHARDT a/k/a BERNARD REINHARDT and MARI A. REINHARDT, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached
- (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: \$93,427.95  
INTEREST: \$8,007.29  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
ESCROW DEFICIENCY: \$2,126.24  
TITLE, SEARCH, FORECLOSURE AND EXECUTION  
COSTS: \$1,500.00  
DATE: 12/21/2001

PAID: \$205.94  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES: \$282.27  
ATTORNEY'S FEES \$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. Faust, Esq.  
One Gateway Center, Nine West  
Pittsburgh, PA 15222

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,

vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land located in the Borough of Chester Hill, in the subdivision of Steiner Terrace, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southern side of an unnamed alley, and being a common corner of Lot No. 40 herein conveyed and Lot 41; thence along the southern side of said alley a distance of 100 feet; thence in an easterly direction in a line parallel to the western boundary of Lot No. 40 a distance of approximately 150 feet to the northern side of Edward Street a distance of 100 feet to a point in an easterly direction; thence north along the western line of Lot No. 41 a distance of 150 feet to the place of beginning. Being known as Lot No. 40 and a portion of Lot B in the Plan of Steiner Terrace, as recorded in Clearfield County Miscellaneous Book 110, at Page 15.

BEING the same premises which DeRonda Korman and Richard Korman, Jr., by Deed dated August 9, 2000 and recorded in the Office of the Recorder of Deeds of Clearfield County on August 10, 2000, at Instrument Number 200011583, granted and conveyed unto Bernard J. Reinhardt and Mari A. Reinhardt.

GRENEN & BIRSCIC, P.C.

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

Parcel No. 3-P12-333-42

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

Plaintiff,  
vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

)  
) NO.: 01-1572-CD  
)  
)  
) ISSUE NUMBER:  
)  
)  
)  
)  
) TYPE OF PLEADING:  
) Pa. R.C.P. RULE 3129.2(c)  
)  
) AFFIDAVIT OF SERVICE  
)  
) DEFENDANTS/OWNERS  
)  
)  
) CODE -  
)  
)  
) FILED ON BEHALF OF PLAINTIFF:  
)  
)  
) Chase Manhattan Mortgage Corporation  
)  
)  
) COUNSEL OF RECORD FOR THIS  
)  
) PARTY:  
)  
)  
) Kristine M. Faust, Esquire  
)  
) Pa. I.D. #77991  
)  
)  
) GRENNEN & BIRSMIC, P.C.  
)  
) One Gateway Center  
)  
) Nine West  
)  
) Pittsburgh, PA 15222  
)  
)  
)

Sale Date: 4/5/02

**FILED**

MAR 13 2002

3/12/02  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,  
vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

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

Kristine M. Faust, Esquire, Attorney for Plaintiff, Chase Manhattan Mortgage Corporation, 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 April 5, 2002 as follows:

1. Bernard J. Reinhardt a/k/a Bernard Reinhardt and Mari A. Reinhardt are the owners of the real property and has not entered an appearance of record.

2. By letter dated February 15, 2002, the undersigned counsel served Defendant, Bernard J. Reinhardt, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, addressed to 1056 Clinton Avenue, Bensalem, Pennsylvania 16825. On or about February 23, 2002, the signed certified mail receipt was returned to Plaintiff, indicating the Defendant was served with the Notice of Sheriff's Sale. A true and correct copy of the returned certified mail receipt, is marked Exhibit "A", attached hereto and made a part hereof.

3. By letter dated February 15, 2002, the undersigned counsel served Defendant, Mari A. Reinhardt, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, addressed to 1056 Clinton Avenue, Bensalem, Pennsylvania 16825.

On or about February 23, 2002, the signed certified mail receipt was returned to Plaintiff, indicating the Defendant was served with the Notice of Sheriff's Sale. A true and correct copy of the returned certified mail receipt, is marked Exhibit "B", 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.

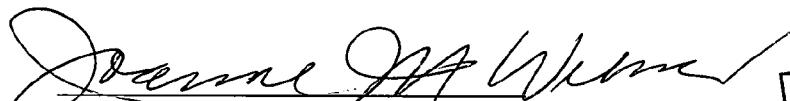
GRENEN & BIRSIC, P.C.

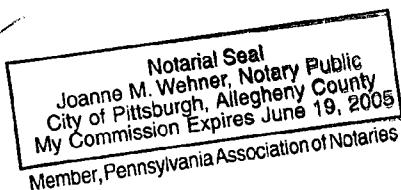
BY: 

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 11 DAY OF March, 2002.

  
Notary Public



## **Exhibit "A"**

**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:**

Bernard J. Reinhardt  
1208 Edward ~~EDWARD~~ STREETS  
Philipsburg PA 16866  
FEB 23 2002

**2. Article Number (Copy from service label)**

7001 0320 0002 7891 9386

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Deliver

## C. Signature

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

1056 Clinton Ave.  
Bensalem, PA 16825

## 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, July 1999

Domestic Return Receipt

102595-00-M-0952

## **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:**

Mari A. Reinhardt  
1208 Edwards Street  
Bensalem, PA 19020-9998  
FEB 29 2002  
USPS 19020-9998

**2. Article Number (Copy from service label)**

7001 0320 0002 7891 9393

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delive

C. Signature

X *Mari A. Reinhardt* Agent  
Address

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

1056 Clinton Ave  
Bensalem, Pa. 16828

**3. Service Type**

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

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

Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-095

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL DIVISION

**FILED**

MAR 13 2002  
M 11:26 | noce  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,  
vs.

BERNARD J. REINHARDT, a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

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

I, Kristine M. Faust, Attorney for Plaintiff, Chase Manhattan Mortgage Corporation, 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 February 15, 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 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 and Certificate 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.

GRENEN & BIRSIC, P.C.

BY:

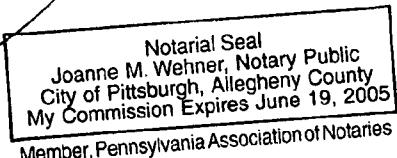
Kristine M. Faust

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 11th day of March, 2002.

Joanne M. Wehner  
Notary Public



## **Exhibit "A"**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MANHATTAN MORTGAGE  
CORPORATION,

CIVIL DIVISION

NO.: 01-1572-CD

Plaintiff,

vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF ALLEGHENY

Chase Manhattan Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information was of record concerning the real property of Bernard J. Reinhardt and Mari A. Reinhardt located at 1208 Edwards Street, Philipsburg, PA 16866 and is more fully described as follows:

**ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF BERNARD J. REINHARDT AND MARI A. REINHARDT OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:**

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN CHESTER HILL BORO, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 1208 EDWARDS STREET, PHILIPSBURG, PA 16866. INSTRUMENT #200011583 AND PARCEL #3-P12-333-42.

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

Bernard J. Reinhardt  
Mari A. Reinhardt

1208 Edwards Street  
Philipsburg, PA 16866

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

Bernard J. Reinhardt a/k/a Bernard  
Reinhardt and Mari A. Reinhardt

1208 Edwards Street  
Philipsburg, PA 16866

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

Chase Manhattan Mortgage Corporation [PLAINTIFF]

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

Chase Manhattan Mortgage Corporation [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, 3<sup>rd</sup> floor  
Clearfield, PA 16830

PA Dept. Of Revenue Inheritance Tax Division  
Bureau of Individual Taxes 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: NONE

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.

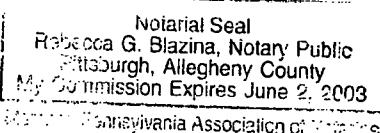
GRENEN & BIRSIC, P.C.

By: Kristine M. Faust  
Kristine M. Faust, Esquire  
Attorney for Plaintiff

SWORN to and subscribed before

me this 18<sup>th</sup> day of December, 2001.

Rebecca G. Blazina  
Notary Public



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

Received From:  
Reinhardt, R. G.  
PA DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
INHERITANCE TAX DIVISION, DEPT. 280601  
HARRISBURG, PA 17128-0601

POSTAGE PAID  
PA 15  
2002  
USPS

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

One piece of ordinary mail addressed to:

PA Department of Revenue

— Bureau of Individual Taxes

— Inheritance Tax Division, Dept. 280601

— Harrisburg, PA 17128-0601

PS Form 3817, Mar. 1989

RGB

(Reinhardt)

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

Received From:  
Reinhardt, R. G.  
PA DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
INHERITANCE TAX DIVISION, DEPT. 280601  
HARRISBURG, PA 17128-0601

POSTAGE PA GATEWAY  
PA 15  
2002  
USPS

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

One piece of ordinary mail addressed to:

DOMESTIC RELATIONS OFFICE

230 E. Market Street, 3rd floor

Clearfield, PA 16830

PS Form 3817, Mar. 1989

RGB

(Reinhardt)

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

01-1572-cd

NOW, APRIL 8, 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 5th day of APRIL 2002, I exposed the within described real estate of BERNARD J. REINHARDT A/K/A BERNARD REINHARDT AND MARI A. REINHARDT

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

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	9.02 + 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	10.40
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 5.00
BILLING - PHONE - FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 240.30</b>

DEED COSTS:

REGISTER & RECORDER	\$ 16.00
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX 2%	_____
<b>TOTAL DEED COSTS</b>	<b>\$ 21.00</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 93,427.95
INTEREST	8,007.29

TOTAL DEBT & INTEREST \$

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$ 249.39
LATE CHARGES & FEES	\$ -282.27
TAXES-Collector after 4-30-02	\$ 542.26
TAXES-Tax Claim	\$ 531.40
COSTS OF SUIT-To Be Added	\$ 1,500.00
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / LIFE INS REFUND	\$
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$ 16.00
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 240.30
LEGAL JOURNAL AD	\$ 81.00
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 205.94
ESCROW DEFICIENCY	\$ 2,126.24

TOTAL COSTS \$ 1,469.03

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

FILED

APR 22 2002

01/31/02

William A. Shaw  
Prothonotary

5-02

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

Chase Manhattan Mortgage Corporation

Vs.

NO.: 2001-01572-CD

Bernard J. Reinhardt a/k/a Bernard Reinhardt and  
Mari A. Reinhardt

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CHASE MANHATTAN MORTGAGE CORPORATION, Plaintiff(s) from BERNARD J. REINHARDT a/k/a BERNARD REINHARDT and MARI A. REINHARDT, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached
- (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: \$93,427.95

PAID: \$205.94

INTEREST: \$8,007.29

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

LATE CHARGES: \$282.27

ESCROW DEFICIENCY: \$2,126.24

ATTORNEY'S FEES \$800.00

TITLE, SEARCH, FORECLOSURE AND EXECUTION

COSTS: \$1,500.00

DATE: 12/21/2001

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

Prothonotary/Clerk Civil Division

Received this writ this 21<sup>st</sup> day  
of December 2001  
At 11:00 A.M. P.M.

Wesley A. Hawkins  
Sheriff by Maryann N. Pitt

Requesting Party: Kristine M. Faust, Esq.  
One Gateway Center, Nine West  
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE MANHATTAN MORTGAGE  
CORPORATION,

NO.: 01-1572-CD

Plaintiff,

vs.

BERNARD J. REINHARDT a/k/a  
BERNARD REINHARDT and  
MARI A. REINHARDT,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land located in the Borough of Chester Hill, in the subdivision of Steiner Terrace, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southern side of an unnamed alley, and being a common corner of Lot No. 40 herein conveyed and Lot 41; thence along the southern side of said alley a distance of 100 feet; thence in an easterly direction in a line parallel to the western boundary of Lot No. 40 a distance of approximately 150 feet to the northern side of Edward Street a distance of 100 feet to a point in an easterly direction; thence north along the western line of Lot No. 41 a distance of 150 feet to the place of beginning. Being known as Lot No. 40 and a portion of Lot B in the Plan of Steiner Terrace, as recorded in Clearfield County Miscellaneous Book 110, at Page 15.

BEING the same premises which DeRonda Korman and Richard Korman, Jr., by Deed dated August 9, 2000 and recorded in the Office of the Recorder of Deeds of Clearfield County on August 10, 2000, at Instrument Number 200011583, granted and conveyed unto Bernard J. Reinhardt and Mari A. Reinhardt.

GRENEN & BIRSCIC, P.C.

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

Parcel No. 3-P12-333-42

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

Sheriff Docket # 11962

CHASE MANHATTAN MORTGAGE CORP

01-1572-CD

VS.

REINHARDT, BERNARD J.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

**NOW, FEBRUARY 20, 2002, AT 1:42 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, APRIL 5, 2002, AT 10:00 AM O'CLOCK.**

**NOW, MARCH 1, 2002, DEPUTY LEARNED THAT DEFENDANTS HAVE MOVED TO 1056 CLINTON AVENUE, BENSALEM, PENNSYLVANIA, 19020-6418, WHICH IS IN BUCKS COUNTY.**

**NOW, MARCH 1, 2002, CALLED KRISTINE M. FAUST, ATTORNEY FOR THE PLAINTIFF AND ASKED FOR A CHECK TO BE SENT SO WE CAN DEPUTIZE THE SHERIFF OF BUCKS COUNTY FOR SERVICE ON DEFENDANTS. ALSO, THAT SALE DATE WILL HAVE TO BE CHANGED TO FRIDAY, MAY 3, 2002, IN ORDER TO SERVE DEFENDANTS WITHIN THE THIRTY DAY RULE.**

**NOW, MARCH 4, 2002, RECEIVED A PHONE CALL FROM KRISTINE J. FAUST, ATTORNEY FOR THE PLAINTIFF, THAT HER OFFICE HAS MADE SERVICE ON DEFENDANTS BY CERTIFIED MAIL AND THAT SALE DATE WILL NOT NEED TO BE CHANGED.**

**NOW, MARCH 4, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO BERNARD J. REINHARDT, A/K/A BERNARD REINHARDT, DEFENDANT, BY REGULAR AND CERTIFIED MAIL #7001 1940 0001 9405 9734.**

**NOW, MARCH 4, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO MARI A. REINHARDT, DEFENDANT, BY REGULAR AND CERTIFIED MAIL #7001 1940 0001 9405 9741.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11962

CHASE MANHATTAN MORTGAGE CORP

01-1572-CD

VS.

REINHARDT, BERNARD J.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MARCH 12, 2002, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO BERNARD J. REINHARDT, A/K/A BERNARD REINHARDT, DEFENDANT, BY CERTIFIED MAIL #7001 1940 0001 9405 9734.

NOW, MARCH 12, 2002, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO MARI A. REINHARDT, DEFENDANT, BY CERTIFIED MAIL #7001 1940 0001 9405 9741.

NOW, APRIL 5, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, APRIL 17, 2002, RECEIVED ATTORNEY CHECK #59082 IN THE AMOUNT OF FOUR HUNDRED SIXTY-NINE DOLLARS AND THREE CENTS (\$469.03) FOR COSTS DUE ON SALE.

NOW, APRIL 22, 2002, RETURN WRIT AS AS SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$240.30  
SURCHARGE        \$ 40.00  
PAID BY ATTORNEY

---

**FILED**

APR 22 2002

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11962

CHASE MANHATTAN MORTGAGE CORP

01-1572-CD

VS.

REINHARDT, BERNARD J.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

Sworn to Before Me This

So Answers,

22 Day Of April 2002

CH

*Chester Hawkins*  
by *Maryann N. Putt*  
Chester A. Hawkins  
Sheriff

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

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

7001 1940 0001 9405 9734

Postage	\$ 57
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

**Sent To** BERNARD J. REINHARDT  
A/K/A BERNARD REINHARDT  
Street, Apt. No.  
or PO Box 1056 Clinton Avenue  
City, State, ZIP+4  
Bensalem, PA 19020-6418

PS Form 3800, January 2001

See Reverse for Instructions

*MAP Postmark  
Mar 12 2002*

*CLEARFIELD PA 16830*

*USPS*

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

BERNARD J. REINHARDT  
A/K/A BERNARD REINHARDT  
1056 Clinton Avenue  
Bensalem, PA 19020-6418

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

*Bernard Reinhardt*

C. Signature

*Bernard Reinhardt*

D. Is delivery address different from item 1? Yes  No

If YES, enter delivery address below

*BENJ REINHARDT 120-9998*

*MAR 12 2002*

3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number (Copy from service label)

7001 1940 0001 9405 9734

EX-11102

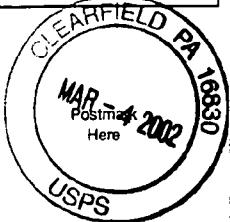
PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

*COPY*

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

9741	9405	0001	1940	1001	9740	9405	0001	1940	1001	9741
Postage \$ 57										
Certified Fee										
Return Receipt Fee (Endorsement Required)										
Restricted Delivery Fee (Endorsement Required)										
Total Postage & Fees \$ 4.17										
 <i>MAR 12 2002</i> <i>Postmark Here</i> <i>USPS</i>										
<b>Sent To</b> <i>Mari A. Reinhardt</i> <i>Street, Apt. No.;</i> <i>or PO Box No.</i> <i>1056 Clinton Avenue</i> <i>Bensalem PA 19020-6418</i>										
PS Form 3800, January 2001 See Reverse for Instructions										

**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:

MARI A. REINHARDT  
1056 Clinton Avenue  
Bensalem, PA 19020-6418

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Deliver
---------------------------------------	--------------------

C. Signature	<input type="checkbox"/> Agent
--------------	--------------------------------

X	<input type="checkbox"/> Addressee
---	------------------------------------

D. Is delivery address different from item 1? <input type="checkbox"/> Yes
--

If YES, enter delivery address below:  No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label) 7001 1940 0001 9405 9741 EX-11102

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**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:

MARI A. REINHARDT  
1056 Clinton Ave  
Bensalem PA 19020

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

<i>Mari A. Reinhardt</i>	<input type="checkbox"/> Agent
--------------------------	--------------------------------

<i>Mari A. Reinhardt</i>	<input type="checkbox"/> Addressee
--------------------------	------------------------------------

B. Received by (Printed Name)

C. Date of Delivery

<i>Mari A. Reinhardt</i>	<input type="checkbox"/> Date of Delivery
--------------------------	---

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

*MAR 12 2002*

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7001 1940 0001 9405 9741

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-0

**COPY**