

01-1670-CD
BANK ONE NATIONAL ASSOCIATION et al -vs- WILLIAM C. YEAGER et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL ASSOCIATION,
AS TRUSTEE FOR RESIDENTIAL
FUNDING CORPORATION, by Mortgage
Lenders Network USA, Inc., Agent

CIVIL DIVISION

NO. 01-1670-CJ

Plaintiff,

v.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

ISSUE NUMBER:

Defendants.

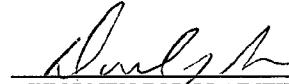
TYPE OF PLEADING:

Civil Action - Complaint in Mortgage
Foreclosure

CODE -

TO DEFENDANTS:

You are hereby notified to plead to the
ENCLOSED COMPLAINT WITHIN TWENTY (20)
DAYS FROM SERVICE HEREOF


ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
ADDRESS OF THE PLAINTIFF IS:
2255 North Ontario Street #40
Burbank, CA 91504-3120

AND THE DEFENDANT IS:
6005 Sunnycrest Road
Roanok, VA 24018


ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF THE
REAL ESTATE AFFECTED BY THIS LIEN IS
RT 53 Box 34 Main Street, Morris Township
(CITY, BORO, TOWNSHIP) (WARD)


ATTORNEY FOR PLAINTIFF

FILED ON BEHALF OF PLAINTIFF:

Bank One, National Association, as Trustee for
Residential Funding Corporation, by Mortgage
Lenders Network USA, Inc.

COUNSEL OF RECORD FOR THIS PARTY:

Daniel J. Birsic, Esquire
Pa. I.D. #48450

GRENEN & BIRSIIC, P.C.

One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED
OCT 09 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL ASSOCIATION,)	CIVIL DIVISION
AS TRUSTEE FOR RESIDENTIAL)	
FUNDING CORPORATION, by Mortgage)	NO.
Lenders Network USA, Inc., Agent)	
)	
Plaintiff,)	
)	
v.)	
)	
WILLIAM C. YEAGER and)	
DEBORAH YEAGER a/k/a)	
DEBORAH S. YEAGER,)	
)	
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
230 E. MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL ASSOCIATION,)	CIVIL DIVISION
AS TRUSTEE FOR RESIDENTIAL)	
FUNDING CORPORATION, by Mortgage)	NO.
Lenders Network USA, Inc., Agent)	
)	
Plaintiff,)	
)	
V.)	
)	
WILLIAM C. YEAGER and)	
DEBORAH YEAGER a/k/a)	
DEBORAH S. YEAGER,)	
)	
Defendants.)	

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Bank One, National Association, as Trustee for Residential Funding Corporation which has its principal place of business located at 2255 North Ontario Street, #40, Burbank, CA 91504-3120.

2. Mortgage Lenders Network USA, Inc. ("Agent"), which has its principal place of business at 1542 Highway One, Lewes, Delaware 19958, is the servicing agent of Plaintiff.

3. The Defendants, William C. Yeager a/k/a Deborah Yeager a/k/a Deborah S. Yeager, are individuals whose last known address is 6005 Sunnycrest Road, Roanoke, VA 24018.

4. On or about June 14, 2000, Defendants executed an Adjustable Rate Note ("Note") in favor of Agent, in the original principal amount of \$60,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

5. On or about June 14, 2000, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Agent a Mortgage in the original principal amount of \$60,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on June 22, 2000, at Instrument Number 200008828. A true and correct copy of said Mortgage

containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

6. Agent assigned all right, title and interest in and to the aforesaid Mortgage and Note to Plaintiff.

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

8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendants are due for the July 1, 2001 payment.

9. 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 mortgaged premises is not the principal residence of the Defendants.

10. 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 a "residential mortgage debtor" as defined in 41 P.S. §101.

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

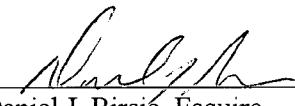
Principal	\$59,734.86
Interest through 10/1/01	\$ 2,418.18
Late Charges through 10/1/01	\$ 183.09
Corporate Advances	\$ 11.25
Attorneys' fees	\$ 1,000.00
Title Search, Foreclosure and Execution Costs	\$ <u>2,500.00</u>
TOTAL	\$65,847.38

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$65,847.38, with interest thereon at the rate of \$19.66 per diem from October 1, 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.

GRENEN & BIRSIĆ, P.C.

By:



Daniel J. Birsic, Esquire
Pa. I.D. #48450
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"

1010014045

ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

TRUE AND
CERTIFIED COPY

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 14, 2000

(Date)

Bellefonte

City

Pennsylvania

(State)

RT 53 BOX 34 MAIN STREET . MORRISDALE, PA 16858

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 60,000.00 "principal", plus interest, to the order of the Lender. The Lender is "MORTGAGE LENDERS NETWORK USA, INC.

(this amount is called

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 11.8500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(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 beginning on August 1st 2000 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2038 , 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 MIDDLESEX CORP: CENTER 11TH FL, 213 COURT ST., MIDDLETON CT 06457 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 610.25 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on July 1, 2002 , and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date." MULTISTATE ADJUSTABLE RATE NOTE - LIBOR & MONTHLY INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae Uniform Instruments



1010014045

(B) The Index
 Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."
 If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes
 Before each Change Date, the Note Holder will calculate my new interest rate by adding **Seven and Fifty-Five Hundredths** percentage point(s) (**7.55000** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes
 The interest rate I am required to pay at the first Change Date will not be greater than **14.8500** % or less than **11.8500** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (**1.0000** %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than **18.8500** %. My interest rate will never be less than **11.8500** %.

(E) Effective Date of Changes
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes
 The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

* After the 24th payment, as set forth in the attached addendum.

6. LOAN CHARGES

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

WCY

VANCO - 898 (0000)

Page 2 of 4

DSY

Form 3520 8/96
Initials: _____

1010014045

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

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10,000** % 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 that 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.

8. 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.

Unless the Note Holder requires a different method, 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.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. 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.

10. 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.

11. UNIFORM SECURED NOTE

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

WCM

WCM - 838 (8408)

Page 3 of 4

JSM

Form 3520 6/94

Mitsubishi _____

1010014045

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption; and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


WILLIAM C YEAGER

(Seal)

-Borrower

(Seal)

-Borrower


DEBORAH YEAGER

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

Pay to the Order of:

without recourse

by: MORTGAGE LENDERS NETWORK USA, INC.

Eileen L. Carr

Eileen L. Carr
Funding Supervisor

EXHIBIT "B"

06/14/00 18:05 FAX

1010014045

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200008828

RECORDED ON

Jun 22, 2000

2:45:17 PM

RECORDING FEES - \$23.00
RECORDER \$1.00
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$25.50

Parcel Number:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 14, 2000
WILLIAM C YEAGER
DEBORAH YEAGER

The mortgagor is

("Borrower"). This Security Instrument is given to MORTGAGE LENDERS NETWORK USA, INC.

which is organized and existing under the laws of Delaware, and whose
address is MIDDLESEX CORP. CENTER 11TH FL., 213 COURT ST., MIDDLETOWN CT 06457
("Lender"). Borrower owes Lender the principal sum of

Sixty Thousand and No/100

Dollars (U.S. \$ 60,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 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, grant and convey to Lender the following described property located in

County, Pennsylvania:

CLEARFIELD

SEE ATTACHED SCHEDULE A

Instrument #200008827

WCH

which has the address of RT 53 BOX 34 MAIN STREET
Pennsylvania 16858

MORRISDALE
("Property Address")

[Street, City]

PENNSYLVANIA - Single Family - FNMA/FHLMC
UNIFORM INSTRUMENT Form 3050 8/90
Amended 12/93
VMP - 5H(PA) (941D)
MORTGAGE FORMS 10001621-7201



**LAWYERS TITLE INSURANCE CORPORATION
NATIONAL HEADQUARTERS - RICHMOND, VIRGINIA**

SCHEDULE "A" CONTINUED

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

BEGINNING at a post on the public road running from Allport to Philipsburg by corner of land of William Slee, thence along said road, South 8 1/2 ° West, 61.6 feet to a post; thence by land of Julius Moran and John W. Howe, North 87 1/2 ° West, 350 feet to a post by an alley, thence by said alley North 2 1/2 ° East 50 feet to a post; thence by land of Simon Jackson and William Slee, South 87 1/2 ° East, 304 feet to a post; thence byt lands of said William Slee, North 8 1/2 ° East, 11.6 feet to a post; thence by the same South 87 1/2 ° East, 52 1/2 feet to a post and point of BEGINNING

RESERVING and EXCEPTING therefrom all minerals and mineral rights as reserved in the Deed conveying premises to Peter Moyer

1010014045

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

BORROWER COVENANTS that Borrower is lawfully 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 and agree as follows:

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

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

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

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

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

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

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

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

1010014045

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect; or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

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Initials: _____

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

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

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

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

[Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 VA Rider

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

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witnesses:

William C Yeager (Seal)
 WILLIAM C YEAGER -Borrower

Deborah Yeager (Seal)
 DEBORAH YEAGER -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

Certificate of Residence

I, *Kathleen Jones*, the within-named Mortgagee is MIDDLESEX CORP., CENTER 11TH FL, 213 COURT ST., MIDDLETOWN CT 06457

Witness my hand this 14th

day of June

, 2000

Kathleen Jones
 Agent of Mortgagee

County ss:

, 2000, before me, the undersigned officer,

On this, the 14th day of June
 personally appeared
 WILLIAM C YEAGER & DEBORAH YEAGER

person(s) whose name(s) subscribed to the within instrument and acknowledged that he/she/they
 executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 My Commission Expires:

known to me (or satisfactorily proven) to be the

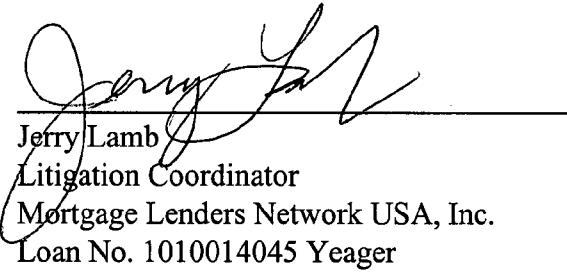
Notarial Seal
 Kathleen Jones, Notary Public
 Bellfonte Boro, Centre County
 My Commission Expires May 17, 2004

Pennsylvania Association of Notaries

Kathleen Jones
 Title of Officer

VERIFICATION

Jerry Lamb, Litigation Coordinator, and duly authorized representative of Mortgage Lenders Network USA, Inc., Agent for Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.



Jerry Lamb
Litigation Coordinator
Mortgage Lenders Network USA, Inc.
Loan No. 1010014045 Yeager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

No.: 01-1670-CD

Plaintiff,

vs.

ISSUE NUMBER:

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

TYPE OF PLEADING:

Defendants.

MOTION FOR SERVICE OF
COMPLAINT IN MORTGAGE
FORECLOSURE PURSUANT TO
SPECIAL ORDER OF COURT AGAINST
WILLIAM C. YEAGER ONLY

FILED ON BEHALF OF PLAINTIFF:

Bank One National Association, as Trustee
for Residential Funding Corporation, by
Mortgage Lenders Network USA, Inc.,
Agent

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D. #48450

GRENEN & BIRSIK, P.C.
One Gateway Center
9 West
Pittsburgh, PA 15222
(412) 281-7650

FILED

NOV 29 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

No.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

MOTION FOR SERVICE OF COMPLAINT IN MORTGAGE FORECLOSURE
PURSUANT TO SPECIAL ORDER OF COURT
AGAINST WILLIAM C. YEAGER ONLY

AND NOW, comes the Plaintiff, Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent, by and through its attorneys, GRENNEN & BIRSCIC, P.C., and files the within Motion for Service of Complaint in Mortgage Foreclosure Pursuant to Special Order of Court against William C. Yeager Only under Pennsylvania Rule of Civil Procedure 430 as follows:

1. On or about October 9, 2001, Plaintiff filed a Complaint in Mortgage Foreclosure against the Defendants, William C. Yeager and Deborah Yeager a/k/a Deborah S. Yeager, at the above-captioned number and term.

2. On or about October 10, 2001, Plaintiff mailed a copy of the Civil Action - Complaint in Mortgage Foreclosure to the Defendant, William C. Yeager, by certified mail, restricted delivery, return receipt requested at his last known addresses being 6005 Sunnycrest Road, Roanoke, VA 24018.

3. On or about November 5, 2001, the certified mail was returned to Plaintiff as unclaimed.. A true and correct copy of the certified mail is marked Exhibit "A", attached hereto and made a part hereof.

4. An Affidavit of the Plaintiff stating the nature and extent of the investigation which has been made to determine the whereabouts of Defendant, William C. Yeager, and the reasons why service of the Complaint in Mortgage Foreclosure cannot be made, is marked Exhibit "B", attached hereto and made a part hereof.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court to permit the Plaintiff to serve Defendant, William C. Yeager by mailing a true and correct copy of the Complaint in Mortgage Foreclosure by certified mail, return receipt requested and by First Class U.S. Mail, postage pre-paid to 6005 Sunnycrest Road, Roanoke, VA 24018. Service of the Complaint shall be deemed complete and valid upon mailing by the Plaintiff.

GRENEN & BIRSIC, P.C.

BY:



Daniel J. Birsic, Esquire
Attorneys for Plaintiff
One Gateway Center-Nine West
Pittsburgh, PA 15222
(412) 281-7650

EXHIBIT "A"

7099 3400 0010 4166 2257



OCT 10 2001
PA

06

GRENNEN & BIRSC, P.C.
ATTORNEYS AT LAW

One Gateway Center
Nine West

Pittsburgh, Pennsylvania 15222

Notice Leaf
10-16-01 PVD
10-17-01

REURNED TO SENDER
 MOVED, LEFT NO ADDRESS
 UNCLAIMED NO SUCH ADDRESS
 NO SUCH STREET NO SUCH NUMBER
 REFUSED INSUFFICIENT ADDRESS
 ATTEMPTED-NOT KNOWN ADDRESS

UNITED STATES POSTAL SERVICE

COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

Agent

Addressee

X

10-17-01

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

If YES, enter delivery address below:

1. Article Addressed to:
 William C. Yeager
 6005 Sunnycrest Road
 Roanoke, VA 24018

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)

7099 3400 0010 4166 2257

PS Form 3811, July 1999

Domestic Return Receipt

102595-994-1789

EXHIBIT "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

No.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

AFFIDAVIT PURSUANT TO PA. R.C.P. 430

COUNTY OF ALLEGHENY)
COMMONWEALTH OF PENNSYLVANIA) SS
)

Before me, a notary public, in and for the foregoing county and commonwealth, personally appeared Daniel J. Birsic, of GRENNEN & BIRSCIC, P.C. attorneys for Plaintiff and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of the Defendant, William C. Yeager, named in the above-captioned matter:

- a. On November 5, 2001, Plaintiff mailed to the United States Postmaster at Roanoke, VA 24018, a request to be furnished with a forwarding address of Defendant, William C. Yeager.
- b. On November 10, 2001, Plaintiff received a response from the United States Postmaster indicating that there is no change of address order on file for Defendant, William C. Yeager. A true and correct copy of that response is

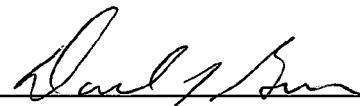
marked as Attachment "A", attached hereto and made a part hereof.

- c. Examinations were made of the Roanoke, VA Area Telephone Directory; however, said examinations failed to produce a listing for the Defendant.
- d. A computer records search of a nationwide database indicates that the Defendant resides at 6005 Sunnycrest Road, Roanoke, VA 24018. A true and correct copy of said search is marked as Attachment "B", attached hereto and made a part hereof.

Finally, affiant deposes and says that after the foregoing investigation, the Plaintiff believes and avers that the Defendant, William C. Yeager, resides at 6005 Sunnycrest Road, Roanoke, VA 24018.

GRENEN & BIRSCIC, P.C.

BY:



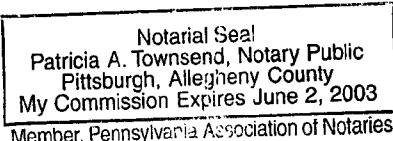
Daniel J. Birsic, Esquire
Attorneys for Plaintiff
One Gateway Center-Nine West
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before

me this 27th day of November, 2001.



Patricia A. Townsend
Notary Public



Member, Pennsylvania Association of Notaries

ATTACHMENT "A"

Date November 5, 2001

Postmaster
Roanoke, VA 24018

**Request for Change of Address or Boxholder
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address (if a box holder) for the following:

Name: **William C. Yeager**
Address: **6005 Sunnycrest Road**

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 165.6(d)(8)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): **Paralegal**
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting *pro se* - except a corporation acting *pro se* must cite statute): _____
3. The names of all known parties to the litigation: **Bank One, et al. vs. William C. Yeager and Deborah Yeager a/k/a Deborah S. Yeager**
4. The court in which the case has been or will be heard: **Court of Common Pleas of Clearfield County, PA**
5. The docket or other identifying number if one has been issued: **01-1670-CD**
6. The capacity in which this individual is to be served (e.g., defendant or witness): **Defendant**

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.



Signature
Patty Townsend
Printed Name

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

FOR POST OFFICE USE ONLY

No change of address order on file.
 Not known at address given.
 Moved, left no forwarding address
 No such address.

POSTMARK
NEW ADDRESS OR BOXHOLDER'S
NAME and STREET ADDRESS

ATTACHMENT "B"

Source: [My Sources](#) > [Public Records](#) > [Person Locator](#) > EZFIND Combined Person Locator Nationwide 

Terms: [187-52-9141](#) ([Edit Search](#))

Select for FOCUS™ or Delivery



YEAGER, WILLIAM C

* * * THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY * * *

PERSON LOCATOR: P-SEEK

Name: YEAGER, WILLIAM C

Spouse First Name/Initial: DEBBIE

Consumer Name Last Updated: 1/10/2001

Current Address: 6005 SUNNYCREST RD, ROANOKE, VA 24018-5215

Previous Addresses: RR 53 BOX 34
MORRISDALE, PA 16838
Address Type: RURAL ROUTE
Address Created: 10/6/1997
Address Updated: 10/17/2000

64 PENN RD
POTTSTOWN, PA 19464-3301
Address Type: SINGLE FAMILY
Address Created: 11/17/1997
Address Updated: 7/25/2000

Current Address Type: SINGLE FAMILY

Current Address Created: 11/1/2000

Current Address Updated: 1/10/2001

Birthyear: 1961

Gender: MALE

On File Since: 5/26/1995

Date Vendor Record Last Updated: 1/10/2001

Source: [My Sources](#) > [Public Records](#) > [Person Locator](#) > EZFIND Combined Person Locator Nationwide 

Terms: [187-52-9141](#) ([Edit Search](#))

View: Full

Date/Time: Tuesday, November 20, 2001 - 8:41 AM EST

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Source: [My Sources](#) > [Public Records](#) > [Person Locator](#) > EZFIND Combined Person Locator Nationwide [i](#)

Terms: **187-52-9141** ([Edit Search](#))

Select for FOCUS™ or Delivery

YEAGER, WILLIAM C

***** THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY *****

PERSON LOCATOR -- P-SRCH

Name: YEAGER, WILLIAM C

Current Address: 6005 SUNNYCREST RD, ROANOKE, VA 24018

Address Reported: 12/2000

Previous Addresses: 53 RT MAIN ST
MORRISDALE, PA 16858
Address Reported: 6/2000

PO BOX 34
MORRISDALE, PA 16858
Address Reported: 2/1998

Birthdate: 2/1961

Source: [My Sources](#) > [Public Records](#) > [Person Locator](#) > EZFIND Combined Person Locator Nationwide [i](#)

Terms: **187-52-9141** ([Edit Search](#))

View: Full

Date/Time: Tuesday, November 20, 2001 - 8:43 AM EST

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Source: [My Sources](#) > [Public Records](#) > [Person Locator](#) > EZFIND Combined Person Locator Nationwide [i](#)

Terms: **187-52-9141** ([Edit Search](#))

Select for FOCUS™ or Delivery

* * * THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY * * *

PERSON LOCATOR: P-TRAK

Name: YEAGER, WILLIAM C

Current Address: 6005 SUNNYCREST ROAD, ROANOKE, VA 24018

Previous Addresses: RR 53 POB 34
MORRISDALE, PA 16858

PO BOX 34
MORRISDALE, PA 16858

Current Address Updated: 11/1/2000

Previous Address Updated: 8/1/2000

Telephone Number: 342-0536

On File Since: 11/1/1984

Source: [My Sources](#) > [Public Records](#) > [Person Locator](#) > EZFIND Combined Person Locator Nationwide [i](#)

Terms: **187-52-9141** ([Edit Search](#))

View: Full

Date/Time: Tuesday, November 20, 2001 - 8:45 AM EST

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

No.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

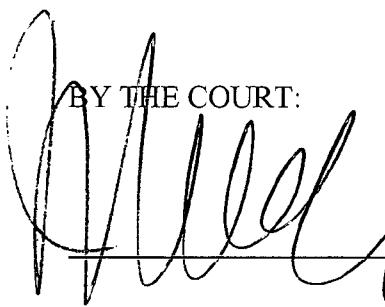
Defendants.

ORDER OF COURT

AND NOW, to wit, this 30th day of November, 2001, upon
consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant
to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that Plaintiff is
permitted to serve Defendant, William C. Yeager, with a true and correct copy of Plaintiff's
Complaint in Mortgage Foreclosure by certified mail, return receipt requested and First Class U.S.
Mail, postage pre-paid at 6005 Sunnycrest Road, Roanoke, VA 24018. Service on the Defendant
shall be deemed complete and valid upon mailing by the Plaintiff.

FILED
NOV 30 2001

William A. Shaw
Prothonotary

BY THE COURT:

J.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant to Special Order of Court and Order of Court was mailed to the following on this 27th day of November, 2001, by First Class, U.S. Mail, postage pre-paid:

William C. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

Deborah Yeager a/k/a Deborah S. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

GRENEN & BIRSIC, P.C.

BY:



Daniel J. Birsic, Esquire
Attorneys for Plaintiff
One Gateway Center-Nine West
Pittsburgh, PA 15222

(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.: 01-1670-CD

Plaintiff,

TYPE OF PLEADING:

vs.

PROOF OF SERVICE

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

FILED ON BEHALF OF PLAINTIFF:

Defendants.

Bank One, National Association, as Trustee
for Residential Funding Corporation, by
Mortgage Lenders Network USA, Inc.,
Agent

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D. #48450

GRENEN & BIRSIIC, P.C.

One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

DEC 17 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.:01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

PROOF OF SERVICE

Daniel J. Birsic, Attorney for Plaintiff, Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent , being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's Complaint in this matter on Defendants, William C. Yeager and Deborah Yeager a/k/a Deborah S. Yeager:

1. Pursuant to Order of Court dated November 30, 2001, service of the Complaint in Mortgage Foreclosure upon Defendant, William C. Yeager, was deemed complete and valid upon mailing by the Plaintiff by certified mail, return receipt requested, and by first class mail, postage prepaid, addressed to 6005 Sunnycrest Road, Roanoke, VA 24018. A true and correct copy of said Order of Court is marked Exhibit "A", attached hereto and made a part hereof.

2. On December 5, 2001, Plaintiff mailed the Complaint in Mortgage Foreclosure to Defendant, William C. Yeager, at 6005 Sunnycrest Road, Roanoke, VA 24018, by certified mail, return receipt requested and by first class mail, postage prepaid. A true and correct copy of the U.S.

Postal Service form 3800, Article Number 7001 0360 002 5418 8513, and the Certificate of Mailing, evidencing service by certified mail and first class mail on the identified Defendant, are marked Exhibit "B", attached hereto and made a part hereof.

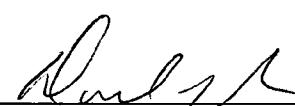
3. On October 10, 2001, Plaintiff mailed a copy of the Complaint in Mortgage Foreclosure to Defendant, Deborah Yeager a/k/a Deborah S. Yeager, at 6005 Sunnycrest Road, Roanoke, VA 24108, by certified mail, return receipt requested.

4. On or about November 7, 2001, the signed certified mail receipt was returned to Plaintiff, indicating that Defendant, Deborah Yeager a/k/a Deborah S. Yeager was served with the Complaint in Mortgage Foreclosure. A true and correct copy of the signed receipt is marked Exhibit "C", 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:



Daniel J. Birsic, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 15th DAY OF December, 2001.



Patricia A. Townsend
Notary Public

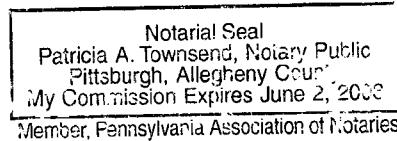


EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

No.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

ORDER OF COURT

AND NOW, to wit, this 30th day of November, 2001, upon
consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant
to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that Plaintiff is
permitted to serve Defendant, William C. Yeager, with a true and correct copy of Plaintiff's
Complaint in Mortgage Foreclosure by certified mail, return receipt requested and First Class U.S.
Mail, postage pre-paid at 6005 Sunnycrest Road, Roanoke, VA 24018. Service on the Defendant
shall be deemed complete and valid upon mailing by the Plaintiff.

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

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

Attest:

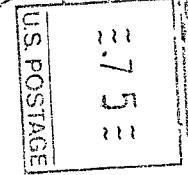
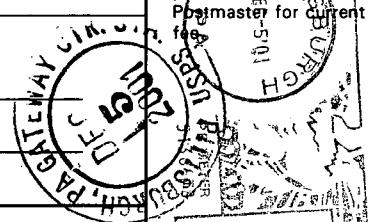
William K. Reilly
Prothonotary

NOV 30 2001

EXHIBIT "B"

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
<u>Grenen & Birsic, P.C.</u> <u>One Gateway Center, Nine West</u> <u>Pittsburgh, PA 15222</u>			
One piece of ordinary mail addressed to:			
<u>William C. Yeager</u> <u>10005 Sunnycrest Road</u> <u>Roanoke, VA 24018</u>			

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



PS Form 3817, Mar. 1989 90-190 CMF (AP)

U.S. Postal Service		
CERTIFIED MAIL RECEIPT		
(Domestic Mail Only; No Insurance Coverage Provided)		
OFFICIAL USE		
ET518 B412 2000 0960 0000 TO00	Postage	\$ 1.03
	Certified Fee	2.10
	Return Receipt Fee (Endorsement Required)	1.50
	Restricted Delivery Fee (Endorsement Required)	
	Total Postage & Fees	\$ 4.63
		12/8/01 Postmark Here
Sent To <u>William C. Yeager</u> Street, Apt. No.; or PO Box No. <u>10005 Sunnycrest Rd</u> City, State, ZIP+4 <u>Roanoke, VA 24018</u>		

PS Form 3800, January 2001

See Reverse for Instructions

EXHIBIT "C"

THIS SECTION	
<p>SERVICE</p> <p>item 4 on reverse side of card</p> <p>3. Also complete delivery is desired.</p> <ul style="list-style-type: none"> ■ 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, on the front if space permits. <p>1. Article Addressed to:</p> <p>Deborah Yeager a/k/a Deborah S. Yeager 6005 Sunnycrest Road Roanoke, VA 24018</p> <p style="text-align: right;"><i>Deborah Yeager</i></p> <p>2. Article Number (Copy from service label) 2009 3400 0010 4166 12240</p>	
COMPLETE THIS SECTION ON DELIVERY	
<p>A. Received by (Please Print Clearly)</p> <p>B. Date of Delivery</p>	
<p>C. Signature</p> <p><input checked="" type="checkbox"/> Deborah Yeager <input type="checkbox"/> Agg. <input type="checkbox"/> Adm.</p>	
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below: <input type="checkbox"/></p>	
<p>3. Service Type</p> <p><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.</p>	
<p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Form 3811, July 1999</p> <p>Domestic Return Receipt</p> <p>102595-99</p>	

CERTIFICATION OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Proof of Service was mailed by U.S. First Class Mail, postage pre-paid, on the 13th Day of December, 2001, to the following:

William C. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

Deborah Yeager a/k/a Deborah S. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

GRENEN & BIRSIĆ, P.C.

BY:



Daniel J. Birsic, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.: 01-1670-CD

Plaintiff,

ISSUE NUMBER:

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

TYPE OF PLEADING:

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT
AGAINST WILLIAM C. YEAGER **ONLY**
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

I hereby certify that the
address of Plaintiff is:
2255 North Ontario Street #40
Burbank, CA 91504-3120

Bank One, National Association, as Trustee
for Residential Funding Corporation, by
Mortgage Lenders Network USA, Inc.,
Agent

the last known address of
Defendant, William C. Yeager is:
6005 Sunnycrest Road
Roanoke, VA 24018

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D.#48450

GRENEN & BIRSCIC, P.C.
One Gateway Center
9 West
Pittsburgh, PA
(412) 281-7650

GRENEN & BIRSCIC, P.C.

Daniel J. Birsic
Attorneys for Plaintiff

FILED

JAN 22 2002

1/22/02 (ms)
William A. Shaw
Prothonotary *pp*
Cent. Copy & *20--*
Notice to Def

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.:01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

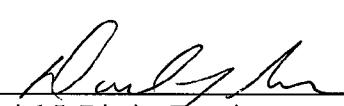
SIR: Please enter a default judgment in the above-captioned case in favor of Plaintiff and against
Defendant, William C. Yeager ONLY, in the amount of \$67,345.64, which is itemized as follows:

Principal	\$ 59,734.86
Interest to 12/11/01	\$ 3,794.38
Late Charges to 12/11/01	\$ 305.15
Corporate Advances	\$ 11.25
Attorneys' fees	\$ 1,000.00
Title Search, Foreclosure and Execution Costs	\$ <u>2,500.00</u>
TOTAL	\$ 67,345.64

with interest on the principal sum at the rate of \$19.66 per diem from December 11, 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.

GRENEN & BIRSCIC, P.C.

BY:



Daniel J. Birsic, 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 Daniel J. Birsic, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant, William C. Yeager, was not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

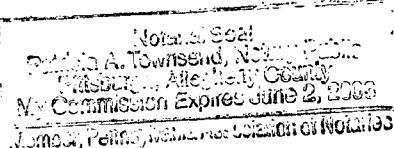


Sworn to and subscribed before me

this 16th day of January, 2002.



Patricia A. Townsend
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL ASSOCIATION,
AS TRUSTEE FOR RESIDENTIAL
FUNDING CORPORATION, by Mortgage
Lenders Network USA, Inc., Agent

CIVIL DIVISION
No.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

TO: William C. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

DATE OF NOTICE: January 2, 2002

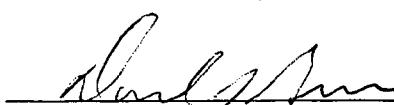
IMPORTANT NOTICE

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. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

GRENEN & BIRSCIC, 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

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.:01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: William C. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

() Plaintiff
(XXX) Defendant
() Additional Defendant

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

on JANUARY 22, 2007

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$67,345.64

with interest on the principal sum at the rate of \$19.66 per diem from December 11, 2002, 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.



Deputy

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

Bank One National Association
Residential Funding Corporation
Mortgage Lenders Network USA, Inc.
Plaintiff(s)

No.: 2001-01670-CD

Real Debt: \$67345.64

Atty's Comm:

Vs. Costs: \$

Int. From:

William C. Yeager Entry: \$20.00
ONLY
Defendant(s)

Instrument: Default Judgment

Date of Entry: January 22, 2002

Expires: January 22, 2007

Certified from the record this January 22, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.: 01-1670-CD

Plaintiff,

ISSUE NUMBER:

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

TYPE OF PLEADING:

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT
AGAINST DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER **ONLY**
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

I hereby certify that the
address of Plaintiff is:
2255 North Ontario Street #40
Burbank, CA 91504-3120

Bank One, National Association, as Trustee
for Residential Funding Corporation, by
Mortgage Lenders Network USA, Inc.,
Agent

the last known address of
Defendant, Deborah Yeager a/k/a
Deborah S. Yeager is:
6005 Sunnycrest Road
Roanoke, VA 24018

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D.#48450

GRENEN & BIRSIIC, P.C.
One Gateway Center
9 West
Pittsburgh, PA
(412) 281-7650

GRENEN & BIRSIIC, P.C.



Attorneys for Plaintiff

FILED

DEC 17 2001

**William A. Shaw
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.:01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR: Please enter a default judgment in the above-captioned case in favor of Plaintiff and against
Defendant, Deborah Yeager a/k/a Deborah S. Yeager ONLY, in the amount of \$67,345.64, which
is itemized as follows:

Principal	\$ 59,734.86
Interest to 12/11/01	\$ 3,794.38
Late Charges to 12/11/01	\$ 305.15
Corporate Advances	\$ 11.25
Attorneys' fees	\$ 1,000.00
Title Search, Foreclosure and Execution Costs	\$ <u>2,500.00</u>
TOTAL	\$ 67,345.64

with interest on the principal sum at the rate of \$19.66 per diem from December 11, 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.

GRENEN & BIRSIĆ, P.C.

BY:



Daniel J. Birsic, Esquire
Attorneys for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

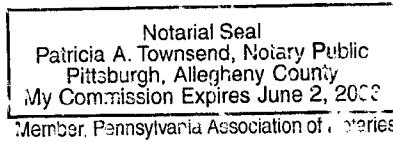
Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Daniel J. Birsic, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant, Deborah Yeager a/k/a Deborah S. Yeager, was not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

Daryl R

Sworn to and subscribed before me

this 13th day of December, 2001.


Adrienne Anderson
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL ASSOCIATION,
AS TRUSTEE FOR RESIDENTIAL
FUNDING CORPORATION, by Mortgage
Lenders Network USA, Inc., Agent

CIVIL DIVISION
No.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

TO: Deborah Yeager a/k/a Deborah S. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

DATE OF NOTICE: November 28, 2001

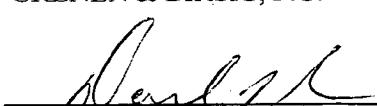
IMPORTANT NOTICE

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. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

GRENEN & BIRSCIC, 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

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

CIVIL DIVISION

NO.:01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Deborah Yeager a/k/a Deborah S. Yeager
6005 Sunnycrest Road
Roanoke, VA 24018

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or
Judgment was entered in the above captioned proceeding
on 12-17-01.

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$67,345.64

with interest on the principal sum at the rate of \$19.66 per diem from December 11, 2002, 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.



Deputy

FILE:

DEC 17 2001

30 pd by atty

11/24/44 P.M.

William A. Shadick

Prothonotary

Notice to dep Deborah Weuser only
Statement to atty Supt

Shadick

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

Bank One National Association
Residential Funding Corporation
Mortgage Lenders Network USA, Inc.
Plaintiff(s)

No.: 2001-01670-CD

Real Debt: \$67,345.00

Atty's Comm:

Vs. Costs: \$

Int. From:

William C. Yeager Entry: \$20.00
Deborah Yeager
Judgment against Deborah Yeager
a/k/a Deborah S. Yeager ONLY
Defendant(s)

Instrument: Default Judgment

Date of Entry: December 17, 2001

Expires: December 17, 2006

Certified from the record this 17th day of December, 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

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

CIVIL DIVISION

NO.:01-1670-CD

ISSUE NO.:

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

FILED ON BEHALF OF PLAINTIFF:

Bank One, National Association, as Trustee
for Residential Funding Corporation, by
Mortgage Lenders Network USA, Inc.,
Agent

COUNSEL OF RECORD FOR THIS
PARTY:

Daniel J. Birsic, Esquire
Pa. I.D.#48450
GRENEN & BIRSCIC, P.C.

One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

FEB 22 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

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, William C. Yeager and Deborah Yeager a/k/a Deborah S. Yeager, as follows:

Principal	\$ 59,734.86
Interest	\$ 7,726.38
Late Charges	\$ 729.36
Corporate Advances	\$ 11.25
Attorneys' fees	\$ 1,000.00
Title Search, Foreclosure and Execution Costs	\$ 2,500.00
TOTAL	\$ 71,701.85

GRENEN & BIRSIC, P.C.

By: Carol J. Bussi
Attorneys for Plaintiff

COPY

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

Bank One National Association As Trustee For
Residential Funding Corporation by
Mortgage Lenders Network USA, Inc., Agent

Vs.

NO.: 2001-01670-CD

William C. Yeager and
Deborah Yeager a/k/a Deborah S. Yeager

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANK ONE NATIONAL ASSOCIATIONAs Trustee for , RESIDENTIAL FUNDING CORPORATIONby MORTGAGE LENDERS NETWORK USA, INC.,Agent , Plaintiff(s) from WILLIAM C. YEAGER and DEBORAH YEAGER a/k/a DEBORAH S. YEAGER , Defendant(s):

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

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

AMOUNT DUE: \$59,734.86
INTEREST: \$7,726.38
PROTH. COSTS: \$

PAID: \$140.00
SHERIFF: \$
OTHER COSTS: \$ 729.36- Late Charges
\$ 11.25 - Corporate Advances
\$2,000.00 - Execution Costs

ATTY'S COMM: \$1,000.00
DATE: 02/22/2002

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Daniel J. Birsic, Esquire
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412)281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

LONG FORM DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the public road running from Allport to Philipsburg by corner of land of William Slee, thence along said road, South 8 1/2 ° West, 61.6 feet to a post; thence by land of Julius Moran and John W. Howe, North 87 1/2 ° West, 350 feet to a post by alley, thence by said alley North 2 1/2 ° East 50 feet to a post; thence by land of Simon Jackson and William Slee, South 87 1/2 ° East, 304 feet to a post; thence by lands of William Slee, North 8 1/2 ° East, 11.6 feet to a post; thence by the same South 87 1/2 ° East, 52 1/2 feet to a post and point of BEGINNING.

RESERVING and EXCEPTING therefrom all minerals and mineral rights as reserved in the Deed conveying premises to Peter Moyer.

BEING the same premises which William C. Yeager, by Deed dated June 14, 2000 and recorded in the Office of the Recorder of Deeds of Clearfield County on June 22, 2000 at Instrument Number 200008827, granted and conveyed unto William C. Yeager and Deborah S. Yeager, husband and wife.

UNDER AND SUBJECT to all restrictions, conditions, covenants and easements of record.

GRENEN & BIRSIĆ, P.C.

By: 

Daniel J. Birsic, Esquire

Attorneys for Plaintiff

One Gateway Center, Nine West

Pittsburgh, PA 15222

(412) 281-7650

Instrument # 200008827

Parcel # 124-Q10-572-15

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12141

BANK ONE NATIONAL ASSOCIATION ET AL

01-1670-CD

VS.

YEAGER, WILLIAM C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 25, 2002, AT 11:30 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

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

NOW, MARCH 27, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO WILLIAM C. YEAGER, DEFENDANT 6005 SUNNYCREST ROAD, ROANOKE, VIRGINIA, 24018 BY REGULAR AND CERTIFIED MAIL #7001 1940 0001 9405 9796.

NOW, MARCH 27, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO DEBORAH YEAGER, A/K/A DEBORAH S. YEAGER, DEFENDANT, 6005 SUNNYCREST ROAD, ROANOKE, VIRGINIA, 24018 BY REGULAR AND CERTIFIED MAIL #7001 1940 0001 9405 9802.

NOW, APRIL 22, 2002, RECEIVED CERTIFIED MAIL #7001 1940 0001 9405 9796, WILLIAM C. YEAGER, DEFENDANT, BACK AS UNCLAIMED.

NOW, APRIL 22, 2002, RECEIVED CERTIFIED MAIL #7001 1940 0001 9405 9802 FOR DEBORAH YEAGER, A/K/A DEBORAH S. YEAGER, DEFENDANT, BACK AS UNCLAIMED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12141

BANK ONE NATIONAL ASSOCIATION ET AL

01-1670-CD

VS.

YEAGER, WILLIAM C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 31, 2002 RECEIVED A FAX FROM GRENNEN & BIRSCIC ATTORNEY'S FOR PLAINTIFF TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 7, 2002

NOW, JUNE 18, 2002 RETURNED WRIT AS NO SALE HED. RECEIVED FAX FROM PLAINTIFF TO STAY SALE. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

SHERIFF HAWKINS \$189.32

SURCHARGE 40.00

PAID BY ATTORNEY

FILED
0135181
JUN 25 2002
cc

William A. Shaw
Prothonotary

Sworn to Before Me This

25th Day Of June 2002

Will A. Shaw
County Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
By Captain Beta Cuglielmo
Chester A. Hawkins
Sheriff

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED MAIL



7001 1940 0001 9405 9796

WILLIAM C. YEAGER

102-29
REMOVED FROM MAIL
TO SENDER
NO UNCLAIMED
NO SUCH STREET
NO SUCH NUMBER
REFUSED
INSUFFICIENT ADDRESS

CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7001 1940 0001 9405 9802

DEBORAH YEAGER

102-29
REMOVED FROM MAIL
TO SENDER
NO UNCLAIMED
NO SUCH STREET
NO SUCH NUMBER
REFUSED
INSUFFICIENT ADDRESS

UNITED STATES POSTAL SERVICE

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

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

102-29

Postmark MAR 27 2002

U.S. POSTAL SERVICE

Sent To DEBORAH YEAGER
a/k/a DEBORAH S. YEAGER

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

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

102-29

Postmark MAR 27 2002

U.S. POSTAL SERVICE

Sent To WILLIAM C. YEAGER

GRENEN & BIRSI, P.C.

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

May 31, 2002

VIA FAX: (814) 765-6089

Attention: Real Estate Dept.
Office of the Sheriff
CLEARFIELD COUNTY

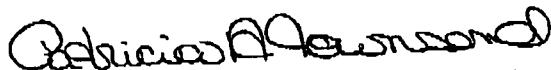
Dear Sir/Madam:

This letter shall serve as authorization for the Sheriff's Office of Clearfield County to STAY the sheriff's sale scheduled for June 7, 2002. Please make a public announcement at the time of the regularly scheduled sheriff's sale.

Bank One, National Association, as Trustee for Residential
Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent
vs.
William C. Yeager and Deborah Yeager a/k/a Deborah S. Yeager
Case # 01-1670-CD

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

Very truly yours,



Patricia A. Townsend
Paralegal

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME YEAGER NO. 01-1670-CD

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2002, I exposed the within described real estate of

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

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	8.45
LEVY	15.00
MILEAGE	8.45
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	12.42
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 5.00
BILLING - PHONE - FAX	
TOTAL SHERIFF COSTS	\$189.32

DEED COSTS:

REGISTER & RECORDER	\$
ACKNOWLEDGEMENT	****
TRANSFER TAX 2%	_____
TOTAL DEED COSTS	\$

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 59,734.86
INTEREST	7,726.38
FROM	
TO BE ADDED	\$
TOTAL DEBT & INTEREST	\$
COSTS:	
ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$266.73
LATE CHARGES & FEES	\$
TAXES-Collector	\$NONE
TAXES-Tax Claim	\$NONE
DUE	
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 189.32
LEGAL JOURNAL AD	\$140.00
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 140.00
SATISFACTION FEE	\$
ESCROW DEFICIENCY	\$
MUNICIPAL LIEN	\$
TOTAL COSTS	\$ 876.05

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

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

Bank One National Association As Trustee For
Residential Funding Corporation by
Mortgage Lenders Network USA, Inc., Agent

Vs.

NO.: 2001-01670-CD

William C. Yeager and
Deborah Yeager a/k/a Deborah S. Yeager

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANK ONE NATIONAL ASSOCIATIONAs Trustee for , RESIDENTIAL FUNDING CORPORATIONby MORTGAGE LENDERS NETWORK USA, INC.,Agent , Plaintiff(s) from WILLIAM C. YEAGER and DEBORAH YEAGER a/k/a DEBORAH S. YEAGER , Defendant(s):

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

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

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PAID: \$140.00

INTEREST: \$7,726.38

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$ 729.36- Late Charges

\$ 11.25 - Corporate Advances

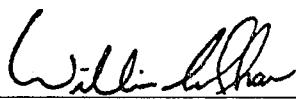
\$2,000.00 - Execution Costs

ATTY'S COMM: \$1,000.00

DATE: 02/22/2002

Received this writ this 22nd day
of February A.D. 2002
At 10:56 A.M./P.M.

Chester A. Hawkins
by Maryann N. Patti
Sheriff



William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Daniel J. Birsic, Esquire
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412)281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
RESIDENTIAL FUNDING
CORPORATION, by Mortgage Lenders
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 01-1670-CD

Plaintiff,

vs.

WILLIAM C. YEAGER and
DEBORAH YEAGER a/k/a
DEBORAH S. YEAGER,

Defendants.

LONG FORM DESCRIPTION

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RESERVING and EXCEPTING therefrom all minerals and mineral rights as reserved in the Deed conveying premises to Peter Moyer.

BEING the same premises which William C. Yeager, by Deed dated June 14, 2000 and recorded in the Office of the Recorder of Deeds of Clearfield County on June 22, 2000 at Instrument Number 200008827, granted and conveyed unto William C. Yeager and Deborah S. Yeager, husband and wife.

UNDER AND SUBJECT to all restrictions, conditions, covenants and easements of record.

GRENEN & BIRSCIC, P.C.

By:



Daniel J. Birsic, Esquire

Attorneys for Plaintiff

One Gateway Center, Nine West

Pittsburgh, PA 15222

(412) 281-7650

Instrument # 200008827

Parcel # 124-Q10-572-15