

01-1762-CD
FIRST UNION NATIONAL BANK et al -vs- TIMOTHY L. SHAFFER, JR.
et al

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12278

FIRST UNION NATIONAL BANK ET AL

01-1762-CD

VS.

SHAFFER, TIMOTHY L., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 5, 2002, AT 11:05 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

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

NOW, APRIL 23, 2002, AT 1:10 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON TIMOTHY L. SHAFFER, JR., DEFENDANT, AT HIS PLACE OF RESIDENCE, PO BOX 30, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, 16838, BY HANDING TO TIMOTHY L. SHAFFER, JR., DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, APRIL 23, 2002, AT 1:10 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON TIMOTHY L. SHAFFER, JR., LIVE-IN OF KIMBERLY A. PERKS, DEFENDANT, AT HIS PLACE OF RESIDENCE, PO BOX 30, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, 16838, BY HANDING TO TIMOTHY L. SHAFFER, JR., LIVE-IN OF KIMBERLY A. PERKS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JUNE 6, 2002, ATTORNEY VITTI CALLED AND SAID TO GO AHEAD WITH THE SALE EVEN THOUGH THERE IS A QUESTION ON THE ADVERTISING IN THE LEGAL JOURNAL.

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12278

FIRST UNION NATIONAL BANK ET AL

01-1762-CD

VS.
SHAFFER, TIMOTHY L., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 20, 2002 RETURN WRIT AS A SALE BEING HELD, PLAINTIFF PURCHASED THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS, PAID COSTS FROM ATTORNEY ADVANCE AND MADE REFUND OF ADVANCE, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$249.68
SURCHARGE 40.00
PAID BY ATTORNEY

FILED

JUN 26 2002
01851/noc
William A. Shaw
Prothonotary

Sworn to Before Me This
26th Day Of June 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
By Cynthia Butler - Asst. Sheriff
Chester A. Hawkins
Sheriff

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

First Union National Bank, (trustee for the
Pennsylvania Housing Finance Agency),
assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, assignee of Towne
& Country Mortgage Corp.,

Vs.

NO.: 2001-01762-CD

Timothy L. Shaffer Jr. and
Kimberly A. Perks ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST UNION NATIONAL BANK Trustee for the PENNSYLVANIA HOUSING FINANCE AGENCY, assignee of the PENNSYLVANIA HOUSING FINANCE AGENCY, assignee of TOWNE & COUNTRY MORTGAGE CORP. , Plaintiff(s) from TIMOTHY L. SHAFFER JR. AND KIMBERLY A. PERKS , 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: \$62,484.27
INTEREST: 3/18/02 - Sale Date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/20/2002

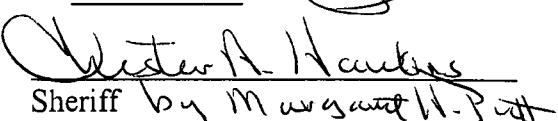
PAID: \$191.80
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 20th day
of March A.D. 2002
At 3:45 A.M./P.M.

Requesting Party: Louis P. Vitti, Esquire
916 5th Avenue, 6th Floor
Pittsburgh, PA 15219


Sheriff by Margaret H. Pitt

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the) No. 01-1762-CD
PENNSYLVANIA HOUSING FINANCE AGENCY),)
assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, assignee of TOWNE & COUNTRY CORP.,)
Plaintiff,)
vs.)
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS)
both unmarried,)
Defendants.)

LEGAL DESCRIPTION

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

Beginning at an iron pipe on the Grampian Borough-Penn Township Line, said iron pipe being the Northwest corner of land conveyed by the grantors herein to John L. Best and Thomas E. Best; thence along the Grampain Borough-Penn Township Line North 61 degrees 30 minutes West 206.6 feet to an iron pipe and land of Thomas Rancik; thence along the line of land of Thomas Rancik South 29 degrees 00 minutes West 691.4 feet to an iron pipe; thence by same South 61 degrees 30 minutes East 380.6 feet to an iron pipe; thence by same and along the line of Thomas Best North 29 degrees 00 minutes East 671.4 feet to an iron pipe; thence along the line of land of John L. Best and Thomas E. Best North 61 degrees 30 minutes 173.4 feet to an iron pipe; thence by same North 27 degree 17 minutes East 20.00 feet to an iron pipe and the place of beginning. Containing 5.96 acres.

Being the same property which Lois J. Irwin, widowed by her Deed dated January 14, 1998, and to be recorded January 19, 1998 in the Clearfield County, Pennsylvania, in the Recorder of Deeds Office in Deed Book Volume 1901, page 347, granted and conveyed unto Timothy Shaffer and Kimberly Perks.

Having erected thereon a dwelling known as P.O. Box 30, Grampian, PA 16838

Parcel ID #125-F11-76

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SHAFFER/PERKS NO. 01-1762-CD

NOW, June 10, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 7th day of June 2002, I exposed the within described real estate of

TIMOTHY L. SHAFFER, JR. AND KIMBERLY A. PERKS

to public venue or outcry at which time and place I sold the same to FIRST UNION NATIONAL BANK, TRUSTEE FOR THE PA HOUSING FINANCE AGENCY, ASSIGNEE OF TOWNE AND COUNTRY MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$ \$1.00 + COSTS and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	7.80
LEVY	15.00
MILEAGE	7.80
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 62,484.27
INTEREST FROM 3-18-02 DATE OF SALE	\$ 4,790.04
TO BE ADDED	\$
<u>TOTAL DEBT & INTEREST</u>	\$
<u>COSTS:</u>	
ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$287.13
LATE CHARGES & FEES	\$
TAXES-Collector	\$NONE
TAXES-Tax Claim	\$NONE

ADD'L POSTING	
ADD'L MILEAGE	39.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 5.00
BILLING - PHONE - FAX	
<u>TOTAL SHERIFF COSTS</u>	\$249.68

DUE	
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$20.00
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 249.68
LEGAL JOURNAL AD	\$ 90.00
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 169.00
<u>SATISFACTION FEE</u>	\$
<u>ESCROW DEFICIENCY</u>	\$
<u>MUNICIPAL LIEN</u>	\$
<u>TOTAL COSTS</u>	\$ 960.81

REGISTER & RECORDER	\$ 20.00
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX 2%	
<u>TOTAL DEED COSTS</u>	\$ 25.00

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

Chester A. Hawkins, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK,
trustee for PENNSYLVANIA HOUSING
FINANCE AGENCY, assignee of
PENNSYLVANIA HOUSING FINANCE
AGENCY, assignee of TOWNE &
COUNTRY,

CIVIL DIVISION

No. 01-1762-CD

AFFIDAVIT OF SERVICE

Plaintiff,

vs.

TIMOTHY SHAFFER and KIMBERLY
PERKS,

Defendants.

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

MAY 13 2002
M/S: 101 w
William A. Shaw
Prothonotary
nu c/c E
727

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRST UNION NATIONAL BANK, trustee for the) NO. 01-1762-CD
PENNSYLVANIA HOUSING FINANCE AGENCY,)
assignee for the PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of TOWNE &)
COUNTRY,)
Plaintiffs,)
vs.)
TIMOTHY SHAFFER and KIMBERLY PERKS,)
Defendants.)

AFFIDAVIT OF SERVICE

I, Helen Boyce, do hereby certify that a Notice of Sale has been served upon all Lien Holders, by Certificate of Mailing, for service in the above-captioned case on April 9, 2002 advising them of the Sheriff's sale of the property at P.O. Box 30, Grampain, PA 16838, on June 7, 2002.

LOUIS P. VITTI & ASSOCIATES, P.C.

BY Helen Boyce
Helen Boyce

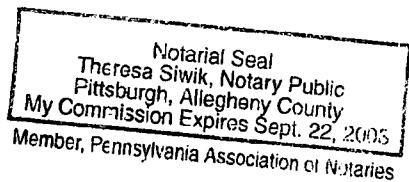
SWORN to and subscribed

before me this 9th day

of May, 2002.

Theresa Siwik

Notary Public

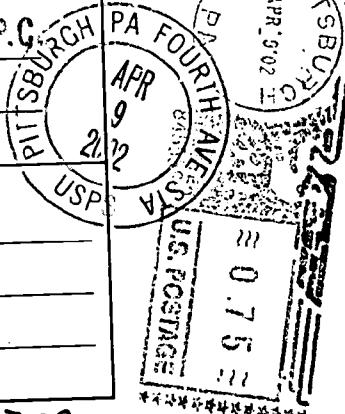


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

LOUIS P. VITTI & ASSOCIATES, P.C.
916 FIFTH AVENUE
PITTSBURGH, PA 15219
(412) 281-1725

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



One piece of ordinary mail addressed to:

City Lending Services
1782 Skypark Circle
Irvine, CA 92614

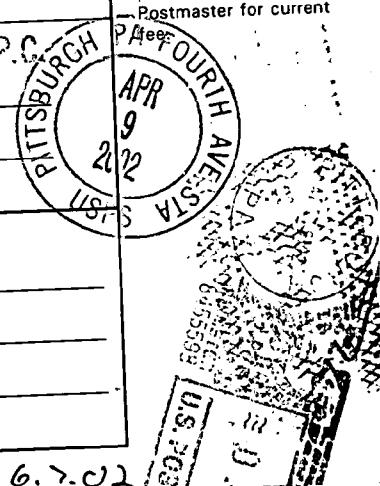
PS Form 3817, Mar. 1989 *4B. Shaffer. 6.7.02*

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
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Received From:

LOUIS P. VITTI & ASSOCIATES, P.C.
916 FIFTH AVENUE
PITTSBURGH, PA 15219
(412) 281-1725

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



One piece of ordinary mail addressed to:

Tenant Occupant
P.O. Box 30
Hempain, PA 16838

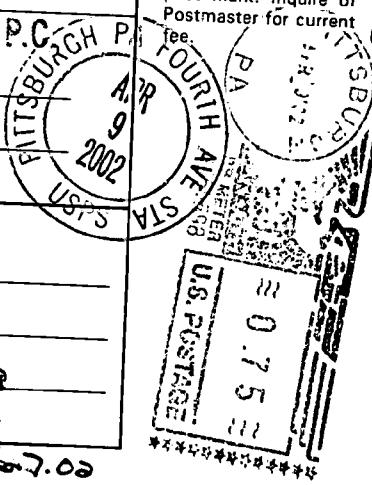
PS Form 3817, Mar. 1989 *4B. Shaffer. 6.7.02*

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
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LOUIS P. VITTI & ASSOCIATES, P.C.
916 FIFTH AVENUE
PITTSBURGH, PA 15219
(412) 281-1725

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



One piece of ordinary mail addressed to:

Norwest Bank
Sixth & Marquette Streets
Minneapolis, MN 55419

PS Form 3817, Mar. 1989

4B. Shaffer. 6.7.02

Shaffer

Clearfield

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

Received From: **LOUIS P. VITTI & ASSOCIATES, P.C.**
 916 FIFTH AVENUE
 PITTSBURGH, PA 15219
 (412) 281-1725

One piece of ordinary mail addressed to:
 Tax Collector of Penn Township
 ½ Clare Party
 Curwensville, PA 16833

PS Form 3817, Mar. 1989 *+B. Shaffer. 6.7.02*

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

PITTSBURGH PA FOURTH AVE APR 9 2002 USPS STA

U.S. POSTAGE 0.75

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

Received From: **LOUIS P. VITTI & ASSOCIATES, P.C.**
 916 FIFTH AVENUE
 PITTSBURGH, PA 15219
 (412) 281-1725

One piece of ordinary mail addressed to:
 Champian Municipal Authority
 P.D. Box 53
 Champian, PA 16838

PS Form 3817, Mar. 1989 *+B. Shaffer 6.7.02*

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

PITTSBURGH PA FOURTH AVE APR 9 2002 USPS STA

U.S. POSTAGE 0.75

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

Received From: **LOUIS P. VITTI & ASSOCIATES, P.C.**
 916 FIFTH AVENUE
 PITTSBURGH, PA 15219
 (412) 281-1725

One piece of ordinary mail addressed to:
 Commonwealth of PA- DPA
 P.O. Box 8016
 Harrisburg, PA 17105

PS Form 3817, Mar. 1989 *+B. Shaffer. 6.7.02*

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

PITTSBURGH PA FOURTH AVE APR 9 2002 USPS STA

U.S. POSTAGE 0.75

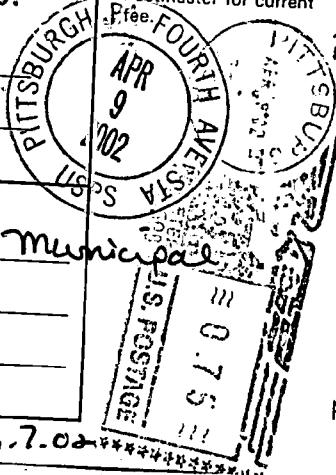
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
 PROVIDE FOR INSURANCE—POSTMASTER

Received From: **Louis P. Vitti & Associates, P.C.**
 916 FIFTH AVENUE
 PITTSBURGH, PA 15219
 (412) 281-1725

One piece of ordinary mail addressed to:
 Grampian Boro & Penn Twp Municipal
 P.O. Box 105
 Grampian, PA 16838

PS Form 3817, Mar. 1989 *4B. Shaffer. 6.7.02*

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



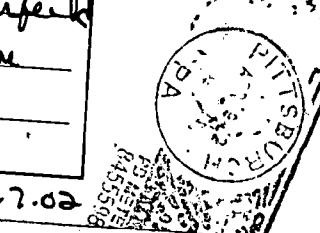
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
 PROVIDE FOR INSURANCE—POSTMASTER

Received From: **Louis P. Vitti & Associates, P.C.**
 916 FIFTH AVENUE
 PITTSBURGH, PA 15219
 (412) 281-1725

One piece of ordinary mail addressed to:
 City of Conemaugh Dept of Clearfield
 Domestic Relations Division
 P.O. Box 549
 Clearfield, PA 16830

PS Form 3817, Mar. 1989 *4B. Shaffer. 6.7.02*

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



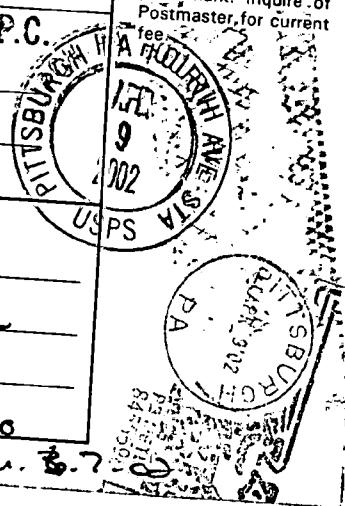
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
 PROVIDE FOR INSURANCE—POSTMASTER

Received From: **Louis P. Vitti & Associates, P.C.**
 916 FIFTH AVENUE
 PITTSBURGH, PA 15219
 (412) 281-1725

One piece of ordinary mail addressed to:
 Bureau of Compliance
 Clearance Support Section
 Dept # 281230
 Harrisburg, PA 17120-1230

PS Form 3817, Mar. 1989 *4B. Shaffer. 6.7.02*

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



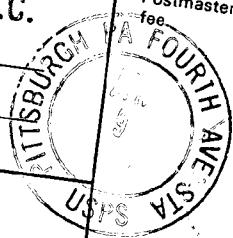
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received from **LOUIS P. VITTI & ASSOCIATES, P.C.**
916 FIFTH AVENUE
PITTSBURGH, PA 15219
(412) 281-1725

One piece of ordinary mail addressed to:
Clerk of Courts
Criminal/Civic Division
P.O. Box 549
Clearfield, PA 16830

PS Form 3817, Mar. 1989

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



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11964

FIRST UNION NATIONAL BANK ET AL

01-1762-CD

VS.
SHAFFER, TIMOTHY L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 14, 2002, RECEIVED A FAX FROM LOUIS VITTI, ATTORNEY
FOR THE PLAINTIFF, THAT THE DEFENDANTS HAVE FILED BANKRUPTCY,
WRIT IS TO BE STAYED.

NOW, APRIL 16, 2002, RETURN WRIT AS NO SALE HELD AS DEFENDANTS
HAVE FILED FOR BANKRUPTCY. PAID COSTS FROM ADVANCE AND MADE
REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$87.38
SURCHARGE \$40.00
PAID BY ATTORNEY

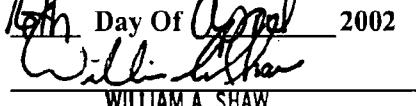
FILED

APR 10 2002

01-2051
William A. Shaw
ProthonotaryE
202

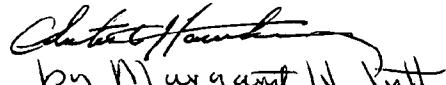
Sworn to Before Me This

16th Day Of April 2002



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

So Answers,


by Margaret N. Butt
Chester A. Hawkins
Sheriff

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice 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	<u>15.00</u>
MILEAGE	7.80
LEVY	<u>15.00</u>
MILEAGE	7.80
POSTING	<u>15.00</u>
CSDS	<u>10.00</u>
COMMISSION 2%	
POSTAGE	2.38 4.00
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	<u>15.00</u>
DEED	<u>30.00</u>
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	\$ 87.38

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	

TOTAL DEED COSTS

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 62,484.27
INTEREST 12-20-01 TO SALE DATE	
TO BE ADDED	

TOTAL DEBT & INTEREST \$

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$
FORCLOSURE FEES / LIFE INS REFUND	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$
LEGAL JOURNAL AD	\$
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$

TOTAL COSTS \$

87.38

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

First Union National Bank, trustee for the
Pennsylvania Housing Finance Agency, assignee of
Pennsylvania Housing Finance Agency, assignee of
Towne & Country Mortgage Corp.,

Vs.

NO.: 2001-01762-CD

Timothy L. Shaffer Jr., and
Kimberly A. Perks , both unmarried

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST UNION NATIONAL BANK, PENNSYLVANIA HOUSING FINANCE AGENCY, TOWNE & COUNTRY MORTGAGE CORP., Plaintiff(s) from TIMOTHY L. SHAFFER JR., KIMBERLY A. PERKS , Defendant(s):

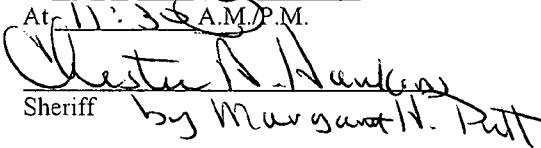
- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Twp. of Penn, City of Clearfield, Cmwlth. of Pa, HET a dwg k/a P.O. Box 30, Grampian, PA 16838, Parcel ID#125-F11-76
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$62,484.27
INTEREST: 12/20/01 - Sale date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 12/24/2001

PAID: \$171.80
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 24th day
of December, 2001
At 11:30 A.M. P.M.

Sheriff by Maryann H. Pitt

Requesting Party: Louis P. Vitti, Esquire
916 Fifth Avenue
Pittsburgh, PA 15219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First Union National Bank, Trustee for the
Pennsylvania Housing Finance Agency,
assignee of the Pennsylvania Housing
Finance Agency, assignee of Towne &
Country

Plaintiff,

CIVIL DIVISION

NO. 01-1762-CD

**PRAECIPE TO REISSUE A WRIT OF
EXECUTION AND AFFIDAVIT OF
LAST KNOWN ADDRESS**

vs.

Timothy Shaffer and Kimberly Perks
Defendants.

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

MAR 20 2002
M13451atty Vitti
William A. Shaw P.D. \$20.00
Prothonotary 6 Writs
Shaw 8/25

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the) No. 01-1762-CD
PENNSYLVANIA HOUSING FINANCE AGENCY,)
assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, assignee of TOWNE & COUNTRY CORP.,)
Plaintiff,)
vs.)
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS)
both unmarried,)
Defendants.)

**PRAECIPE TO REISSUE WRIT OF
EXECUTION IN MORTGAGE FORECLOSURE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly, Reissue a Writ of Execution in favor of the Plaintiff and against the Defendant(s) in the
above-captioned matter as follows:

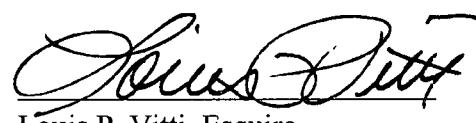
Amount Due \$62,484.27

Interest 3/18/02-Sale Date _____

Total \$ _____

The real estate, which is the subject matter of the Praecipe for Writ of Execution is situate
in:

Twp of Penn, Cty of Clearfield, Cmwlth PA, HET a dwg k/a P.O. Box 30, Grampain, PA 16838, Parcel
ID# 125-F11-76 .



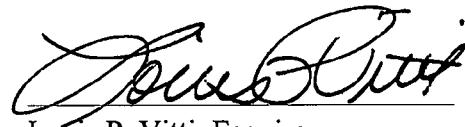
Louis P. Vitti, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the) No. 01-1762-CD
PENNSYLVANIA HOUSING FINANCE AGENCY,)
assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, assignee of TOWNE & COUNTRY CORP.,)
Plaintiff,)
vs.)
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS)
both unmarried,)
Defendants.)

AFFIDAVIT

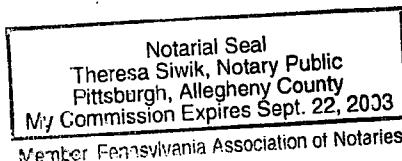
I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief, the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute . That the Defendants' last known address is P.O. Box 126, Grampain, PA 16838.



Louis P. Vitti

SWORN TO and subscribed

before me this 18th day of
March, 2002.



Theresa Siwik
Notary Public

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: **TIMOTHY A. SHAFFER, JR.**
and **KIMBERLY A. SHAFFER,**
Debtors.

~~~~~  
Pennsylvania Housing Finance Agency,  
Movant,  
Vs.  
Timothy A. Shaffer, Jr. and  
Kimberly A. Shaffer,  
Respondent,  
Lisa M. Swope,  
Trustee.

CASE NO. 02-20282-BM

CHAPTER 7

Motion No. \_\_\_\_\_

02-0779 M

ORDER OF COURT

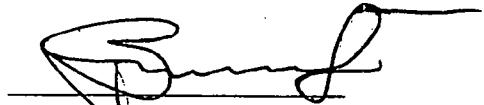
AND NOW, to-wit, this 6<sup>th</sup> day of March, 2002, based upon the Motion submitted and attached hereto, it is hereby Ordered, Adjudged and Decreed and determined that the Movant is granted relief by termination, annulment and modification of the automatic stay pursuant to the Bankruptcy Code.

Movant is permitted to proceed and/or continue with any actions in the state courts with regard to the property in which Movant has a security interest including the property above-described, located at P.O. Box 30, Grampian, PA 16838, and to pursue its remedies under state law in connection with the subject note and deed of trust/mortgage.

BY THE COURT:

**FILED**

MAR 6 2002

  
Bankruptcy Judge

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

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

COPY

First Union National Bank, (trustee for the Pennsylvania Housing Finance Agency), assignee of PENNSYLVANIA HOUSING FINANCE AGENCY, assignee of Towne & Country Mortgage Corp.,

Vs.

NO.: 2001-01762-CD

Timothy L. Shaffer Jr. and  
Kimberly A. Perks ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST UNION NATIONAL BANK Trustee for the PENNSYLVANIA HOUSING FINANCE AGENCY, assignee of the PENNSYLVANIA HOUSING FINANCE AGENCY, assignee of TOWNE & COUNTRY MORTGAGE CORP. , Plaintiff(s) from TIMOTHY L. SHAFFER JR. AND KIMBERLY A. PERKS , 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: \$62,484.27  
INTEREST: 3/18/02 - Sale Date  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 03/20/2002

PAID: \$191.80  
SHERIFF: \$  
OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Louis P. Vitti, Esquire  
916 5th Avenue, 6th Floor  
Pittsburgh, PA 15219

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the ) No. 01-1762-CD  
PENNSYLVANIA HOUSING FINANCE AGENCY, )  
assignee of PENNSYLVANIA HOUSING FINANCE )  
AGENCY, assignee of TOWNE & COUNTRY CORP., )  
Plaintiff, )  
vs. )  
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS)  
both unmarried, )  
Defendants. )

LEGAL DESCRIPTION

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

**Beginning** at an iron pipe on the Grampian Borough-Penn Township Line, said iron pipe being the Northwest corner of land conveyed by the grantors herein to John L. Best and Thomas E. Best; thence along the Grampain Borough-Penn Township Line North 61 degrees 30 minutes West 206.6 feet to an iron pipe and land of Thomas Rancik; thence along the line of land of Thomas Rancik South 29 degrees 00 minutes West 691.4 feet to an iron pipe; thence by same South 61 degrees 30 minutes East 380.6 feet to an iron pipe; thence by same and along the line of Thomas Best North 29 degrees 00 minutes East 671.4 feet to an iron pipe; thence along the line of land of John L. Best and Thomas E. Best North 61 degrees 30 minutes 173.4 feet to an iron pipe; thence by same North 27 degree 17 minutes East 20.00 feet to an iron pipe and the place of beginning. Containing 5.96 acres.

**Being** the same property which Lois J. Irwin, widowed by her Deed dated January 14, 1998, and to be recorded January 19, 1998 in the Clearfield County, Pennsylvania, in the Recorder of Deeds Office in Deed Book Volume 1901, page 347, granted and conveyed unto Timothy Shaffer and Kimberly Perks.

**Having** erected thereon a dwelling known as P.O. Box 30, Grampian, PA 16838

**Parcel ID #125-F11-76**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First Union National Bank, Trustee for the  
Pennsylvania Housing Finance Agency,  
assignee of the Pennsylvania Housing  
Finance Agency, assignee of Town &  
Country

Plaintiff,

vs.

Timothy Shaffer and Kimberly Perks  
Defendants.

CIVIL DIVISION

NO. 01-1762-CD

**PRAECIPE FOR WRIT OF  
EXECUTION AND AFFIDAVIT OF  
LAST KNOWN ADDRESS**

Code MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3310  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

William A. Shaw  
Prothonotary

**FILED**

DEC 24 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the ) No. 01-1762-CD  
PENNSYLVANIA HOUSING FINANCE AGENCY, )  
assignee of PENNSYLVANIA HOUSING FINANCE )  
AGENCY, assignee of TOWNE & COUNTRY CORP., )  
Plaintiff, )  
vs. )  
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS )  
both unmarried, )  
Defendants. )

**AFFIDAVIT**

I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief, the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute . That the Defendants' last known address is P.O. Box 126, Grampain, PA 16838.

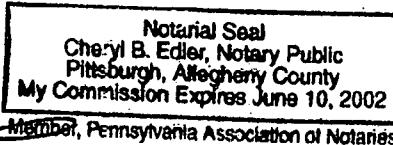


Louis P. Vitti, Esquire

SWORN TO and subscribed

before me this 19th day of

December, 2001.



  
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the ) No. 01-1762-CD  
PENNSYLVANIA HOUSING FINANCE AGENCY), )  
assignee of PENNSYLVANIA HOUSING FINANCE )  
AGENCY, assignee of TOWNE & COUNTRY CORP., )  
Plaintiff, )  
vs. )  
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS)  
both unmarried, )  
Defendants. )

**PRAECIPE FOR WRIT OF  
EXECUTION IN MORTGAGE FORECLOSURE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Issue a Writ of Execution in favor of the Plaintiff and against the Defendant(s) in the  
above-captioned matter as follows:

Amount Due \$62,484.27

Interest 12/20/01-Sale Date \_\_\_\_\_

Total \$\_\_\_\_\_

The real estate, which is the subject matter of the Praecipe for Writ of Execution is situate  
in:

Twp of Penn, Cty of Clearfield, Cmwlth PA, HET a dwg k/a P.O. Box 30, Grampain, PA 16838, Parcel  
ID# 125-F11-76 .



Louis P. Vitti, Esquire  
Attorney for Plaintiff

FILED

DEC 24 2001

17110191 with Ulthi PC \$20.00

William A. Shaw

Prothonotary

6 wrcs Sherry

✓  
RPT

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

**COPY**

First Union National Bank, trustee for the  
Pennsylvania Housing Finance Agency, assignee of  
Pennsylvania Housing Finance Agency, assignee of  
Towne & Country Mortgage Corp.,

Vs.

NO.: 2001-01762-CD

Timothy L. Shaffer Jr., and  
Kimberly A. Perks , both unmarried

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST UNION NATIONAL BANK, PENNSYLVANIA HOUSING FINANCE AGENCY, TOWNE & COUNTRY MORTGAGE CORP., Plaintiff(s) from TIMOTHY L. SHAFFER JR., KIMBERLY A. PERKS , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Twp. of Penn, City of Clearfield, Cmwlth. of Pa, HET a dwg k/a P.O. Box 30, Grampian, PA 16838, Parcel ID#125-F11-76
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$62,484.27  
INTEREST: 12/20/01 - Sale date  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 12/24/2001

PAID: \$171.80  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Louis P. Vitti, Esquire  
916 Fifth Avenue  
Pittsburgh, PA 15219

COBY

03/20/02 Document  
Rejected/Refused to Sheriff/  
for service.  
Deputy Prothonotary  
Willie G. Grier

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First Union National Bank, Trustee for the  
Pennsylvania Housing Finance Agency,  
assignee of the Pennsylvania Housing  
Finance Agency, assignee of Towne &  
Country

Plaintiff,

vs.

Timothy Shaffer and Kimberly Perks

Defendants.

CIVIL DIVISION

NO. 01-1762-CD

**PRAECIPE FOR DEFAULT  
JUDGMENT, CERTIFICATION OF  
MAILING AND AFFIDAVIT OF NON-  
MILITARY SERVICE**

Code MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3810  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**FILED**

DEC 24 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the ) No. 01-1762-CD  
PENNSYLVANIA HOUSING FINANCE AGENCY, )  
assignee of PENNSYLVANIA HOUSING FINANCE )  
AGENCY, assignee of TOWNE & COUNTRY CORP., )  
Plaintiff, )  
vs. )  
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS )  
both unmarried, )  
Defendants. )

**PRAECIPE FOR DEFAULT JUDGMENT**  
**AND ASSESSMENT OF DAMAGES**

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$62,484.27**, in favor of the First Union National Bank, et al, Plaintiff in the above-captioned action, against the Defendants, **Timothy Shaffer and Kimberly Perks** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

|                                                                                                                                                                                              |                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Unpaid Principal Balance                                                                                                                                                                     | <b>\$53,104.34</b>        |
| Interest from <b>03/01/01-12/19/01</b><br>(Plus <b>\$10.1844</b> per day after <b>12/19/01</b> )                                                                                             | <b>2,984.03</b>           |
| Late charges (Plus <b>\$14.63</b> per<br>month from <b>12/20-Sale Date</b> )                                                                                                                 | <b>115.04</b>             |
| Attorney's fee                                                                                                                                                                               | <b>2,655.22</b>           |
| Escrow Deficit<br>(Plus any additional charges that may be<br>incurred by the Plaintiff and transmitted<br>to the sheriff as charges on the writ prior<br>to the date of the sheriff's sale) | <b>3,625.64</b>           |
| <b>Total Amount Due</b>                                                                                                                                                                      | <b><u>\$62,484.27</u></b> |

The real estate, which is the subject matter of the Complaint, is situate in Twp of Penn, Cty of Clearfield, Cmwlth PA, HET a dwg k/a P.O. Box 30, Grampain, PA 16838, Parcel ID# 125-F11-76 .

  
Louis P. Vitti, Esquire  
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

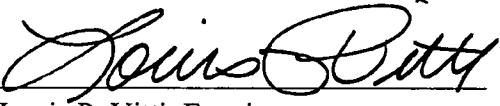
FIRST UNION NATIONAL BANK (trustee for the ) No. 01-1762-CD  
PENNSYLVANIA HOUSING FINANCE AGENCY, )  
assignee of PENNSYLVANIA HOUSING FINANCE )  
AGENCY, assignee of TOWNE & COUNTRY CORP., )  
Plaintiff, )  
vs. )  
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS )  
both unmarried, )  
Defendants. )

**CERTIFICATION OF MAILING**

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on November 20, 2001, giving ten (10) day notice that judgment would be entered should no action be taken.

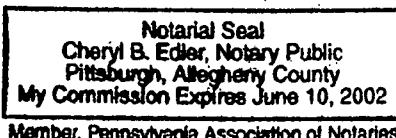
LOUIS P. VITTI & ASSOCIATES, P.C.

BY:

  
Louis P. Vitti, Esquire  
Attorney for Plaintiff

SWORN to and subscribed

before me this 19th day  
of December, 2001.



  
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FIRST UNION NATIONAL BANK (Trustee for the )  
PENNSYLVANIA HOUSING FINANCE AGENCY), assignee of )  
PENNSYLVANIA HOUSING FINANCE AGENCY, assignee of )  
TOWNE & COUNTRY MORTGAGE CORP. )  
 )  
 ) Plaintiff, )  
 )  
 ) vs. ) NO. 01-1762-CD  
 )  
TIMOTHY L. SHAFFER, JR. and KIMBERLY A. PERKS, both )  
unmarried, )  
 )  
 ) Defendants. )

---

## IMPORTANT NOTICE

---

TO: Timothy L. Shaffer, Jr.  
Kimberly A. Perks  
PO Box 126  
Grampian, PA 16838

Date of Notice: November 20, 2001

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 - EXT. 20

BY:

LOUIS P. VITTI & ASSOCIATES, P.C.

  
\_\_\_\_\_  
Louis P. Vitti, Esquire  
Attorney for Plaintiff  
916 Fifth Avenue  
Pittsburgh, PA 15219

\*\* THE DEBT COLLECTOR IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.\*\*

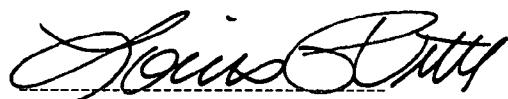
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

BEFORE me, the undersigned authority, personally appeared Louis P. Vitti, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that DEFENDANT(S) is/are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge is/are not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

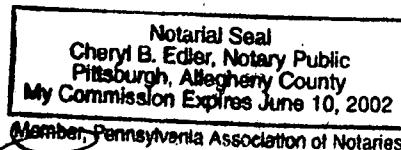


Louis P. Vitti, Esquire

SWORN to and subscribed

before me this 19 day

of December, 2001.



Notary Public

**FILED**

DEC 24 2001

M. Joseph Mathews  
William A. Shaw  
Prothonotary  
\$20.00

not to DSS

St. James, St. Catharines



**COPY**

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

First Union National Bank  
Pennsylvania Housing Finance Agency  
Towne & Country Mortgage Corp.  
Plaintiff(s)

No.: 2001-01762-CD

Real Debt: \$62,484.27

Atty's Comm:

Vs. Costs: \$

Int. From:

Timothy L. Shaffer Jr. Entry: \$20.00  
Kimberly A. Perks  
Defendant(s)

Instrument: Default Judgment

Date of Entry: December 24, 2001

Expires: December 24, 2006

Certified from the record this 24th 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

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FIRST UNION NATIONAL BANK (trustee for the ) No. 01-1762-CD  
PENNSYLVANIA HOUSING FINANCE AGENCY, )  
assignee of PENNSYLVANIA HOUSING FINANCE )  
AGENCY, assignee of TOWNE & COUNTRY CORP., )  
Plaintiff, )  
vs. )  
TIMOTHY L. SHAFFER JR., and KIMBERLY A. PERKS)  
both unmarried, )  
Defendants. )

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding  
on the 24th day of December 2001.

Judgment is as follows: **\$62,484.27.**

Deputy

**\*\* THE DEBT COLLECTOR IS ATTEMPTING TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.\*\***

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK  
(Trustee for the PENNSYLVANIA  
HOUSING FINANCE AGENCY),  
assignee of PENNSYLVANIA HOUSING  
FINANCE AGENCY, assignee of TOWNE  
& COUNTRY MORTGAGE CORP.,

CIVIL DIVISION

NO. 01-1762-CJ

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Plaintiff,

Code  
MORTGAGE FORECLOSURE

vs.

TIMOTHY L. SHAFFER, JR. and  
KIMBERLY A. PERKS, both unmarried,

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3810  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**FILED**

OCT 25 2001

William A. Shaw  
Prothonotary

**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND 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.

**PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830**

**(814) 765-2641 - EXT. 20**

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 2101 North Front Street, Harrisburg, PA 17105.

2. The Defendant(s) is/are individuals with a last known mailing address of P.O. Box 126, Grampian, PA 16838-0126. The property address is **P.O. Box #30, Grampian, PA 16838** and is the subject of this action.

3. On the 15th day of January, 1998, in consideration of a loan of Fifty-Four Thousand, Nine Hundred Fifty-Nine and No/100 (\$54,959.00) Dollars made by Towne & Country Mortgage Corp., a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Towne & Country Mortgage Corp., a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Towne & Country Mortgage Corp., as mortgagee, which mortgage was recorded on the 19th day of January, 1998, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1901, page 351. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

(See Exhibit "A" attached hereto.)

5. On the 15th day of January, 1998, Towne & Country Mortgage Corp., a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 16th day of March, 1998, in Mortgage Book Volume 1901, page 361 and re-recorded in the Office of the Recorder of Deeds of Clearfield County on the 16th day of March, 1998, in Mortgage Book Volume 1915, page 185. The said assignment is incorporated herein by reference.

6. Subsequent thereto, Pennsylvania Housing Finance Agency, a PA corporation, assigned to the Plaintiff, First Union National Bank (Trustee for the Pennsylvania Housing Finance Agency), the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference.

7. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

8. Since April 1, 2001, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

9. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

10. The amount due on said mortgage is itemized on the attached schedule.
11. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Sixty-One Thousand, Nine Hundred Eighty-Five and 23/100 Dollars (\$61,985.23) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY   
Louis P. Vitti, Esquire  
Attorney for Plaintiff

Shaffer, Timothy L., Jr.

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

|                                                                                                                                                                                                           |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Unpaid Principal Balance                                                                                                                                                                                  | 53,104.34        |
| Interest 7.0000% from 03/01/01 through 10/31/2001<br>(Plus \$10.1844 per day after 10/31/2001 )                                                                                                           | 2,484.99         |
| Late charges through 10/23/2001<br>0 months @ 14.63<br>Accumulated beforehand<br>(Plus \$14.63 on the 17th day of each month after 10/23/2001 )                                                           | 115.04           |
| Attorney's fee                                                                                                                                                                                            | 2,655.22         |
| Escrow deficit<br>(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale) | <u>3,625.64</u>  |
| <b>BALANCE DUE</b>                                                                                                                                                                                        | <b>61,985.23</b> |

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM TIMOTHY L. SHAFFER, JR. , UNMARRIED KIMBERLY A. PERKS , UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED JANUARY 15, 1998 AND COVERING PROPERTY KNOWN AS PO BOX 30, GRAMPIAN, PA 16838.

\*\*\*\*\*

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

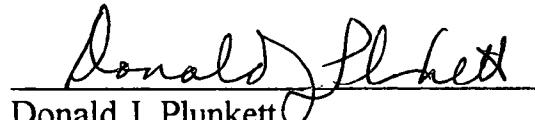
BEGINNING at an iron pipe on the Grampian Borough-Penn Township Line, said iron pipe being the northwest corner of land conveyed by the grantors herein to John L. Best and Thomas E. Best; thence along the Grampian Borough-Penn Township line North 61 degrees 30 minutes West 206.6 feet to an iron pipe and land of Thomas Rancik; thence along the line of land of Thomas Rancik South 29 degrees 00 minutes West 691.4 feet to an iron pipe; thence by same South 61 degrees 30 minutes East 380.6 feet to an iron pipe; thence by same and along the line of land of Thomas Best North 29 degrees 00 minutes East 671.4 feet to an iron pipe; thence along the line of land of John L. Best and Thomas E. Best North 61 degrees 30 minutes 173.4 feet to an iron pipe; thence by same North 27 degrees 17 minutes East 20.0 feet to an iron pipe and the place of beginning. Containing 5.96 acres.

BEING the same property which Lois J. Irwin, widow by her deed dated JANUARY 14, 1998, and to be recorded herewith, granted and conveyed to Timothy L. Shaffer, Jr. and Kimberly A. Perks, both unmarried, the Mortgagors herein.

A  
EXHIBIT "A"

## VERIFICATION

Donald J. Plunkett hereby states that he is the Assistant Executive Director for Single Family Programs of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

  
Donald J. Plunkett  
Donald J. Plunkett  
Assistant Executive Director for Single  
Family Programs

Date: October 23, 2001

**FILED**

Oct 25 2001  
DRAFTED  
William A. Shaw  
Prothonotary  
K. L. Shedd

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11686

FIRST UNION NATIONAL BANK

01-1762-CD

VS.

SHAFFER, TIMOTHY L. JR. and KIMBERLY A. PERKS

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 29, 2001 AT 2:49 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY L. SHAFFER, JR., DEFENDANT AT RESIDENCE, PO BOX 126, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIMOTHY L. SHAFFER JR., A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW OCTOBER 29, 2001 AT 2:49 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KIMBERLY A. PERKS, DEFENDANT AT RESIDENCE, PO BOX 126, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIMOTHY L. SHAFFER JR., ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING.

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Return Costs

| Cost  | Description                  |
|-------|------------------------------|
| 31.80 | SHFF. HAWKINS PAID BY: ATTY. |
| 20.00 | SURCHARGE PAID BY: ATTY.     |

FILED

NOV 02 2001

019-01

A. Shaw

Prothonotary

*[Signature]*

Sworn to Before Me This

2nd Day Of November 2001  


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

So Answers,

  
by 

Chester A. Hawkins  
Sheriff