

01-1831-CD  
FIRST UNION NATIONAL BANK et al -vs- NICOLAS S. MARTINEZ et ux

## Mortgage Foreclosures

Date		Judge
11/05/2001	✓ Filing: Complaint in Mortgage Foreclosure Paid by: Vitti, Louis P. (attorney for Pennsylvania Housing Finance Agency) Receipt number: 1833741 Dated: 11/05/2001 Amount: \$80.00 (Check) Property is located in Brady Township, Clearfield County, PA. Two CC Sheriff	No Judge
12/12/2001	✓ Sheriff Return, Now, Dec. 10, 2001, Complaint returned NOT FOUND as to Defendants. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
01/07/2002	✓ Filing: Praeipce to Reissue Writ/Complaint Paid by: Vitti, Louis P. (attorney for Pennsylvania Housing Finance Agency) Receipt number: 1836395 Dated: 01/07/2002 Amount: \$7.00 (Check)	No Judge
02/22/2002	✓ Sheriff Return, NOW, Jan. 17, 2002 served Complaint on Lesha A. Martinez. NOW, Feb. 21, 2002, Return Complaint "NOT FOUND" as to Nicolas S. Martinez.	No Judge
02/25/2002	✓ Motion for Special Service. Filed by s/Louis P. Vitti, Esquire Verification s/Louis P. Vitti, Esq. 1 cc Atty Vitti	No Judge
02/27/2002	✓ ORDER OF COURT, NOW, this 27th day of February, 2002. re: Service to be made upon Defendants by ordinary mail and posting. by the Court, s/JKR, JR., P.J. 1 cc Atty Vitti	John K. Reilly Jr.
03/04/2002	✓ Filing: Reissue Writ/Complaint Paid by: Louis P. Vitti & Associates Receipt number: 1839064 Dated: 03/04/2002 Amount: \$7.00 (Check)	John K. Reilly Jr.
	Praeipce to Reinstate Complaint in Mortgage Foreclosure. Filed by s/Louis P. Vitti, Esq. Copy of Complaint reissued to Sheriff no cc	John K. Reilly Jr.
03/11/2002	✓ Affidavit of Service, Order of Court and Complaint upon NICOLAS MARTINEZ. Filed by s/Louis P. Vitti, Esq. no cc	John K. Reilly Jr.
04/16/2002	Filing: Praeipce for Judgment In Favor of the Plaintiff and Against the Defendants in the Amount of \$46,802.03 Paid by: Vitti, Louis P. (attorney for Pennsylvania Housing Finance Agency) Receipt number: 1841274 Dated: 04/16/2002 Amount: \$20.00 (Check) Notice to Defendants Statement to Atty	John K. Reilly Jr.
	✓ Filing: Praeipce for Writ of Execution / Possession In Mortgage Foreclosure in Favor of the Plaintiff and Against the Defendant in the Amount of \$46,802.03 Paid by: Vitti, Louis P. (attorney for Pennsylvania Housing Finance Agency) Receipt number: 1841274 Dated: 04/16/2002 Amount: \$20.00 (Check) 6 Writs to Sheriff	John K. Reilly Jr.
04/30/2002	✓ Sheriff Returns, Complaint in Mortgage Foreclosure on the property of Nicolas S. Martinez So Answers, Chester A. Hawkins by s/Marilyn Hamm \$27.45 paid by Attorney	John K. Reilly Jr.
06/05/2002	✓ Affidavit of Service, Notice of Sale upon all Lien Holders. s/Helen Boyce no cc	John K. Reilly Jr.

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  
MELLON BANK, N.A., Successor  
Trustee, assignee of TOWNE &  
COUNTRY MORTGAGE CORP.,

Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESH A.  
MARTINEZ, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-1831-C2

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

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**

NOV 05 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 RD #2, Box 62, Rockton, PA 15856. The property address is **RD #2, Box 62, Rockton, PA 15856** and is the subject of this action.

3. On the 5th day of November, 1997, in consideration of a loan of Forty-Two Thousand, Two Hundred Eighty and No/100 (\$42,280.00) 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 7th day of November, 1997, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1885, page 477. 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 5th day of November, 1997, Towne & Country Mortgage Corp., a PA corporation, assigned to the Plaintiff, Mellon Bank, N.A., Successor Trustee, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 7th day of November, 1997, in Mortgage Book Volume 1885, page 490. The said assignment is incorporated herein by reference.

6. On or before the 20th day of October, 1998, Mellon Bank, N.A., Successor Trustee, 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 20th day of October, 1998, in Mortgage Book Volume 1977, page 562. The said assignment is incorporated herein by reference.

7. 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.

8. 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."

9. Since June 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.

10. 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).

11. The amount due on said mortgage is itemized on the attached schedule.

12. 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 Forty-Six Thousand, Ninety-Six and 60/100 Dollars (\$46,096.60) with interest and costs.

Respectfully submitted,

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

BY

A handwritten signature in black ink, appearing to read "Louis P. Vitti", is written over a horizontal line.

Louis P. Vitti, Esquire  
Attorney for Plaintiff

martinez, nicolas

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	39,612.92
Interest    5.0000%        from    05/01/01        through    11/30/01 (Plus    \$5.4264 per day after    11/30/01    )	1,155.83
Late charges through        11/1/01 0 months @        9.08 Accumulated beforehand	54.48
(Plus    \$9.08    on the 17th day of each month after        11/1/01    )	
Attorney's fee	1,980.65
Escrow deficit	<u>3,292.72</u>
(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)	
<b>BALANCE DUE</b>	<b>46,096.60</b>



ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM NICOLAS S. MARTINEZ AND LESHA A. MARTINEZ , HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED NOVEMBER 5, 1997 AND COVERING PROPERTY KNOWN AS RD2 BOX 62, ROCKTON, PA 15856.

\*\*\*\*\*

ALL that certain piece or parcel of land situate, lying and being in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Township Road 364 at Northwest Corner of lot sold to William and Valeria Hendricks; thence along lot now or formerly of Hendricks, South 17° 07' West 306.1 feet to a corner; thence along land now or formerly of Robert Hickman, North 70° 55' West 150 feet; thence along same, North 17° 17' East 323.0 feet to a point in the center of Township Road 364; thence along center of road, South 64° 14' East 151.3 feet to the place of beginning. Containing 1.0 acre.

EXCEPTING AND RESERVING all the oil and gas as the same have been reserved in prior deeds.

BEING the same property which Mark A. Carlson and Debra L. Carlson, husband and wife, by Deed dated October 24, 1997 and to be recorded herewith, granted and conveyed to Nicolas S. Martinez and Lesha A. Martinez, husband and wife, the Mortgagors herein.

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.

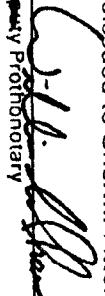


Donald J. Plunkett


Assistant Executive Director for Single  
Family Programs

Date: November 1, 2001

01-07-02 Document  
~~Registered~~/Reissued to Sheriff/Attorney  
for service.

  
\_\_\_\_\_  
Bogotá Prothonotary

FILED  
m12:15 PM  
NOV 05 2001  
Attg Vitt pd. 8000  
accshss

  
William A. Shaw  
Prothonotary

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

Sheriff Docket # 11728

FIRST UNION NATIONAL BANK

01-1831-CD

VS.

MARTINEZ, NICOLAS S. & LESHA A.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW DECEMBER 10, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
NICHOLAS S. MARTINEZ and LESHA A. MARTINEZ, DEFENDANTS. MOVED LEFT  
NO FORWRDING ADDRESS PER POST OFFICE.

**Return Costs**

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

Sworn to Before Me This

12<sup>th</sup> Day Of December 2001

William A. Shaw

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

So Answers,

Chester A. Hawkins  
by Marilyn Hampe

Chester A. Hawkins  
Sheriff

E. K. S.

**FILED**

01/10:03801  
DEC 12 2001

William A. Shaw  
Prothonotary

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  
MELLON BANK, N.A., Successor  
Trustee, assignee of TOWNE &  
COUNTRY MORTGAGE CORP.,

Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESHA A.  
MARTINEZ, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-1831-CD

COMPLAINT IN MORTGAGE  
FORECLOSURE

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

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

NOV 05 2001

Attest:

*William L. Shan*  
Prothonotary

## **COMPLAINT IN MORTGAGE FORECLOSURE**

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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 RD #2, Box 62, Rockton, PA 15856. The property address is **RD #2, Box 62, Rockton, PA 15856** and is the subject of this action.

3. On the 5th day of November, 1997, in consideration of a loan of Forty-Two Thousand, Two Hundred Eighty and No/100 (\$42,280.00) 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 7th day of November, 1997, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1885, page 477. 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.)

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9. Since June 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.



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Respectfully submitted,

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

BY *Louis P. Vitti*

Louis P. Vitti, Esquire  
Attorney for Plaintiff

martinez, nicolas

### SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

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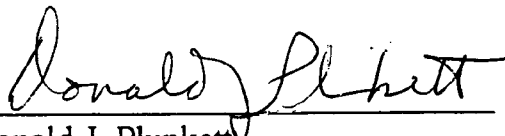
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Donald J. Plunkett  
Assistant Executive Director for Single  
Family Programs

Date: November 1, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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CIVIL DIVISION

NO. 01-1831-02

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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

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NOV 05 2001

Attest:

  
Prothonotary

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10. 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).

11. The amount due on said mortgage is itemized on the attached schedule.

12. 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 Forty-Six Thousand, Ninety-Six and 60/100 Dollars (\$46,096.60) with interest and costs.

Respectfully submitted,

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

BY *Louis P. Vitti*

Louis P. Vitti, Esquire  
Attorney for Plaintiff

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	39,612.92
Interest    5.0000%    from    05/01/01    through    11/30/01 (Plus    \$5.4264    per day after    11/30/01    )	1,155.83
Late charges through    11/1/01 0    months @    9.08 Accumulated beforehand	54.48
(Plus    \$9.08    on the 17th day of each month after    11/1/01    )	
Attorney's fee	1,980.65
Escrow deficit	<u>3,292.72</u>
(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)	
<b>BALANCE DUE</b>	<b>46,096.60</b>

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM NICOLAS S. MARTINEZ AND LESHA A. MARTINEZ , HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED NOVEMBER 5, 1997 AND COVERING PROPERTY KNOWN AS RD2 BOX 62, ROCKTON, PA 15856.

\*\*\*\*\*

ALL that certain piece or parcel of land situate, lying and being in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Township Road 364 at Northwest Corner of lot sold to William and Valeria Hendricks; thence along lot now or formerly of Hendricks, South 17° 07' West 306.1 feet to a corner; thence along land now or formerly of Robert Hickman, North 70° 55' West 150 feet; thence along same, North 17° 17' East 323.0 feet to a point in the center of Township Road 364; thence along center of road, South 64° 14' East 151.3 feet to the place of beginning. Containing 1.0 acre.

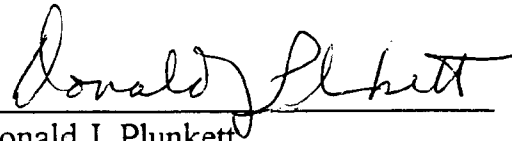
EXCEPTING AND RESERVING all the oil and gas as the same have been reserved in prior deeds.

BEING the same property which Mark A. Carlson and Debra L. Carlson, husband and wife, by Deed dated October 24, 1997 and to be recorded herewith, granted and conveyed to Nicolas S. Martinez and Lesha A. Martinez, husband and wife, the Mortgagors herein.

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.

A handwritten signature in cursive script, reading "Donald J. Plunkett", written over a horizontal line.

Donald J. Plunkett  
Assistant Executive Director for Single  
Family Programs

Date: November 1, 2001

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 MELLON BANK,  
N.A., Successor Trustee, assignee of  
TOWNE & COUNTRY MORTGAGE  
CORP.,

Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESHA A.  
MARTINEZ, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-1831-CD

**PRAECIPE TO REINSTATE COMPLAINT  
IN MORTGAGE FORECLOSURE**

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**

JAN 07 2002

William A. Shaw  
Prothonotary

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

FIRST UNION NATIONAL BANK (Trustee for	)	NO. 01-1831-CD
the PENNSYLVANIA HOUSING FINANCE	)	
AGENCY), assignee of PENNSYLVANIA	)	
HOUSING FINANCE AGENCY, assignee of	)	
MELLON BANK, N.A., Successor Trustee,	)	
assignee of TOWNE & COUNTRY MORTGAGE	)	
CORP.,	)	
	)	
Plaintiff,	)	
vs.	)	
NICOLAS MARTINEZ and LESHA A.	)	
MARTINEZ, husband and wife,	)	
Defendants.	)	

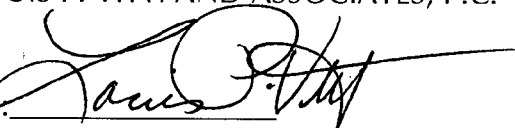
PRAECIPE TO REINSTATE COMPLAINT

TO: PROTHONOTARY OF CLEARFIELD COUNTY:

KINDLY reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

LOUIS P. VITTI AND ASSOCIATES, P.C.

BY: 

Louis P. Vitti, Esquire  
Attorney for Plaintiff

DATE: January 4, 2002

FILED

JAN 07 2002

113041 City With pd \$7.00

William A. Shaw  
Prothonotary

2 complaints recorded to  
Shaw

Document  
17.02  
~~Reinstated/Reissued to Sheriff/Attorney~~  
for service.

*William A. Shaw*  
~~Prothonotary~~

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

Sheriff Docket # 11728

FIRST UNION NATIONAL BANK

01-1831-CD

VS.

MARTINEZ, NICOLAS S. & LESHA A.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JANUARY 17, 2002 AT 11:30 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LESHA A. MARTINEZ, DEFENDANT AT MEETING PLACE, DUBOIS MALL PARKING LOT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LESHA MARTINEZ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: SNYDER

NOW FEBRUARY 21, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO NICOLAS S. MARTINEZ, DEFENDANT. LIVES IN GEORGIA, ADDRESS UNKNOWN.

**Return Costs**

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

**FILED**

FEB 22 2002  
01 10:47  
William A. Shaw  
Prothonotary


Sworn to Before Me This

22nd Day Of February 2002



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

So Answers,

  
Chester A. Hawkins  
Sheriff



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  
MELLON BANK, N.A., Successor  
Trustee, assignee of TOWNE &  
COUNTRY MORTGAGE CORP.,

Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESHA A.  
MARTINEZ, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-1831-02

COMPLAINT IN MORTGAGE  
FORECLOSURE

Code  
MORTGAGE FORECLOSURE

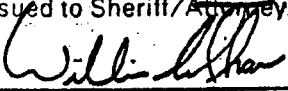
Filed on behalf of  
Plaintiff

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

1-7-02 Document  
Initiated/Reissued to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary

FILED  
NOV 8 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 RD #2, Box 62, Rockton, PA 15856. The property address is **RD #2, Box 62, Rockton, PA 15856** and is the subject of this action.

3. On the 5th day of November, 1997, in consideration of a loan of Forty-Two Thousand, Two Hundred Eighty and No/100 (\$42,280.00) 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 7th day of November, 1997, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1885, page 477. 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 5th day of November, 1997, Towne & Country Mortgage Corp., a PA corporation, assigned to the Plaintiff, Mellon Bank, N.A., Successor Trustee, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 7th day of November, 1997, in Mortgage Book Volume 1885, page 490. The said assignment is incorporated herein by reference.

6. On or before the 20th day of October, 1998, Mellon Bank, N.A., Successor Trustee, 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 20th day of October, 1998, in Mortgage Book Volume 1977, page 562. The said assignment is incorporated herein by reference.

7. 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.

8. 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."

9. Since June 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.

10. 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).

11. The amount due on said mortgage is itemized on the attached schedule.

12. 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 Forty-Six Thousand, Ninety-Six and 60/100 Dollars (\$46,096.60) with interest and costs.

Respectfully submitted,

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

BY *Louis P. Vitti*  
Louis P. Vitti, Esquire  
Attorney for Plaintiff

## SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance	39,612.92
Interest    5.0000%    from    05/01/01    through    11/30/01 (Plus    \$5.4264    per day after    11/30/01    )	1,155.83
Late charges through    11/1/01 0 months @    9.08 Accumulated beforehand (Plus    \$9.08    on the 17th day of each month after    11/1/01    )	54.48
Attorney's fee	1,980.65
Escrow deficit (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>3,292.72</u>
<b>BALANCE DUE</b>	<b>46,096.60</b>

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM NICOLAS S. MARTINEZ AND LESHA A. MARTINEZ , HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED NOVEMBER 5, 1997 AND COVERING PROPERTY KNOWN AS RD2 BOX 62, ROCKTON, PA 15856.

\*\*\*\*\*

ALL that certain piece or parcel of land situate, lying and being in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Township Road 364 at Northwest Corner of lot sold to William and Valeria Hendricks; thence along lot now or formerly of Hendricks, South 17° 07' West 306.1 feet to a corner; thence along land now or formerly of Robert Hickman, North 70° 55' West 150 feet; thence along same, North 17° 17' East 323.0 feet to a point in the center of Township Road 364; thence along center of road, South 64° 14' East 151.3 feet to the place of beginning. Containing 1.0 acre.

EXCEPTING AND RESERVING all the oil and gas as the same have been reserved in prior deeds.

BEING the same property which Mark A. Carlson and Debra L. Carlson, husband and wife, by Deed dated October 24, 1997 and to be recorded herewith, granted and conveyed to Nicolas S. Martinez and Lesha A. Martinez, husband and wife, the Mortgagors herein.

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.

A handwritten signature in cursive script, reading "Donald J. Plunkett", written over a horizontal line.

Donald J. Plunkett  
Assistant Executive Director for Single  
Family Programs

Date: November 1, 2001



CP

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  
MELLON BANK, N.A., Successor  
Trustee, assignee of TOWNE &  
COUNTRY MORTGAGE CORP.,

Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESHIA A.  
MARTINEZ, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-1831-CD

**MOTION FOR SPECIAL 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**

FEB 25 2002

012:44/1cc atty Vitti  
William A. Shaw  
Prothonotary

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

NOTICE

TO: Nicolas S. Martinez  
RD #2, Box 62  
Rockton, PA 15856

Nicolas S. Martinez  
146 Hill Street  
Du Bois, PA 15801

Take notice that the within Motion for Special Service pursuant to Rule 430 of the Pennsylvania Rules of Civil Procedure will be presented before the Motions Judge, Clearfield County, Pennsylvania, as unopposed unless a responsive pleading is filed.

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

BY: \_\_\_\_\_

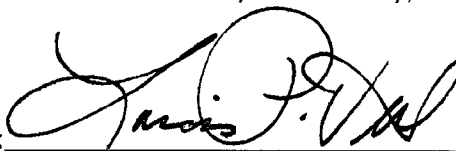


Louis P. Vitti, Esquire  
Attorney for Plaintiff

CERTIFICATION

I hereby certify that a true and correct copy of the within Motion was mailed to the Defendant at the above addresses on the 22nd day of February, 2002.

BY: \_\_\_\_\_



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	)	NO. 01-1831-CD
the PENNSYLVANIA HOUSING FINANCE	)	
AGENCY), assignee of PENNSYLVANIA	)	
HOUSING FINANCE AGENCY, assignee of	)	
MELLON BANK, N.A., Successor Trustee,	)	
assignee of TOWNE & COUNTRY MORTGAGE	)	
CORP.,	)	
	Plaintiff,	)
vs.	)	
NICOLAS MARTINEZ and LESHIA A.	)	
MARTINEZ, husband and wife,	)	
	Defendants.	)

**MOTION FOR SPECIAL SERVICE PURSUANT TO RULE 430  
AND THE PENNSYLVANIA RULES OF  
CIVIL PROCEDURE 400, ET SEQ.**

NOW comes the Plaintiff by and through their attorneys, Louis P. Vitti & Associates, P.C. and Louis P. Vitti, Esquire, and files this motion requesting this Honorable Court permit service pursuant to Pennsylvania Rules of Civil Procedure 400, et seq., and particularly Rule 430 whereof the following is a statement:

1. Plaintiff did file a Complaint at the above-captioned number in mortgage foreclosure.
2. The property address is RD #2, Box 62, Rockton, PA 15856, and is the subject of this action.
3. The Sheriff did attempt to make service, but has been unable to serve the Defendant, NICOLAS S. MARTINEZ. See Exhibit "A".

4. Efforts to effectuate service by the Sheriff have met without success and service has been frustrated requiring presentation of this Motion.

WHEREFORE, Plaintiff prays this Honorable Court enter an Order permitting service by ordinary mail to Defendant's last known address and also by posting the property by the Sheriff.

Respectfully submitted,

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

BY:   
Louis P. Vitti, Esquire  
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11728

FIRST UNION NATIONAL BANK

01-1831-CD

VS.

MARTINEZ, NICOLAS S. & LESHA A.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 10, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
NICHOLAS S. MARTINEZ and LESHA A. MARTINEZ, DEFENDANTS. MOVED LEFT  
NO FORWRDING ADDRESS PER POST OFFICE.

Return Costs

Cost	Description
------	-------------

36.24	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

20.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2001

So Answers,



Chester A. Hawkins  
Sheriff

EXHIBIT"

A-1

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

Sheriff Docket # 11728

FIRST UNION NATIONAL BANK

01-1831-CD

VS.

MARTINEZ, NICOLAS S. &amp; LESHA A.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JANUARY 17, 2002 AT 11:30 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LESHA A. MARTINEZ, DEFENDANT AT MEETING PLACE, DUBOIS MALL PARKING LOT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LESHA MARTINEZ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: SNYDER

NOW FEBRUARY 21, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO NICOLAS S. MARTINEZ, DEFENDANT. LIVES IN GEORGIA, ADDRESS UNKNOWN.

**Return Costs**

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

Sworn to Before Me This

So Answers,

\_\_\_\_ Day Of \_\_\_\_\_ 2002

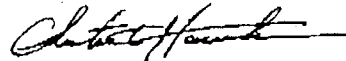
Chester A. Hawkins  
Sheriff

EXHIBIT "A-2"

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

FIRST UNION NATIONAL BANK (Trustee for	)	NO. 01-1831-CD
the PENNSYLVANIA HOUSING FINANCE	)	
AGENCY), assignee of PENNSYLVANIA	)	
HOUSING FINANCE AGENCY, assignee of	)	
MELLON BANK, N.A., Successor Trustee,	)	
assignee of TOWNE & COUNTRY MORTGAGE	)	
CORP.,	)	
	)	
Plaintiff,	)	
vs.	)	
NICOLAS S. MARTINEZ and LESHA A.	)	
MARTINEZ, husband and wife,	)	
Defendants.	)	

INVESTIGATION AFFIDAVIT PURSUANT TO PA.R.C.P. NO. 430

Four Star Investigation sets forth the following:

1. Affiant and/or its agents have conducted an investigation to determine the whereabouts of the Defendants, NICOLAS S. MARTINEZ and LESHA A. MARTINEZ, by making inquiries of or examining the following:

- a. Local telephone directory assistance has the following information: No listing for Nicholas Martinez,  
814-375-0947 answering machine for  
Lesha Martinez
- b. Local voter registration office shows the property address is:  
No listing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Department of Transportation - shows that the last known address for the Defendants is:  
No record  
\_\_\_\_\_  
\_\_\_\_\_

- d. Other (please explain): Social Security shows  
Nicholas Martinez at RR 2, Box 62,  
Rockton PA. We could find no one to  
verify this. Leshia Martinez is  
Shawn at 146 Hill St, DuBois, PA  
15801. There is a phone number there of 804-375-0947. We could  
e. Postal authority indicates that mail is still being delivered to the not verify this  
Defendants at the property address. See Exhibit "B". through neighbors.

2. Notwithstanding the investigation as set forth in this Affidavit, Affiant and/or its agents have not been able to locate the whereabouts of said Defendants as shown above and by the attached exhibits.

We verify that the statements made in this Affidavit are true and correct to the best of our knowledge, information and belief. We understand that false statements are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

FOUR STAR INVESTIGATION

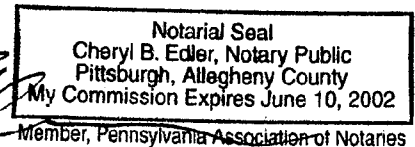
BY: Kirk A. Williams  
Investigator

Commonwealth of Pennsylvania :  
: SS.  
County of Allegheny :

On this the 3<sup>rd</sup> day of January, 2002, before me the undersigned officer, personally appeared the Affiant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Cheryl B. Edler  
NOTARY PUBLIC





LOUIS P. VITTI & ASSOCIATES, P.C.

916 Fifth Avenue  
Pittsburgh, PA 15219  
PHONE: (412) 281-1725 FAX: (412) 281-3810

DATE: December 10, 2001

POSTMASTER  
ROCKTON, PA 15856

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 boxholder) for the following:

Name: Nicolas S. Martinez and Lesha A. Martinez  
Address: RD #2, Box 62, Rockton, PA 15856

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 265.6(d)(6)(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): Attorney
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): N/A
3. The names of all known parties to the litigation: First Union National Bank v. Nicolas S. Martinez and Lesha A. Martinez
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: 01-1831-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness): Defendant

WARNING

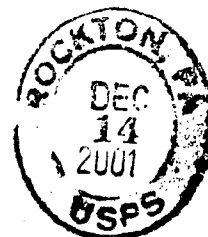
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT 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.

*His mail is still being delivered to this address but it is my understanding that he has left the area. She moved out several years ago but I think she is picking up the mail.*

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

FOR POST OFFICE USE ONLY



\_\_\_\_ No change of address order on file. NEW

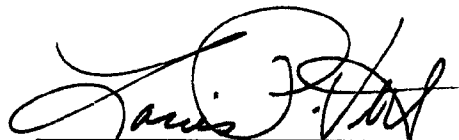
K  
EXHIBIT" B NAME AND STREET ADDRESS  
" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this Motion are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.

  
\_\_\_\_\_  
Louis P. Vitti

Dated: February 22, 2002

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

FIRST UNION NATIONAL BANK (Trustee for	)	NO. 01-1831-CD
the PENNSYLVANIA HOUSING FINANCE	)	
AGENCY), assignee of PENNSYLVANIA	)	
HOUSING FINANCE AGENCY, assignee of	)	
MELLON BANK, N.A., Successor Trustee,	)	
assignee of TOWNE & COUNTRY MORTGAGE	)	
CORP.,	)	
	)	
Plaintiff,	)	
vs.	)	
NICOLAS MARTINEZ and LESHA A.	)	
MARTINEZ, husband and wife,	)	
Defendants.	)	

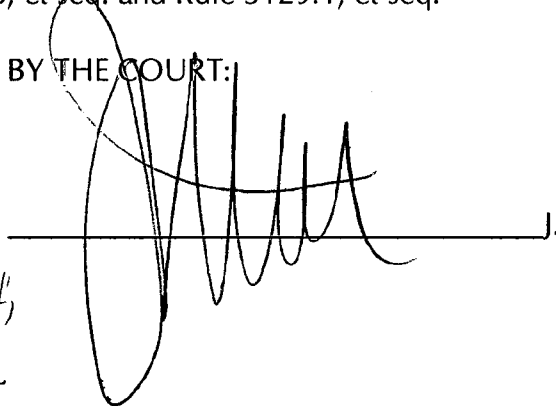
ORDER OF COURT

NOW, this 27<sup>th</sup> day of February, 2002, it appearing to the Court that the Sheriff has been frustrated in service of process, it is Ordered, Adjudged and Decreed that service of the Complaint and all subsequent documents upon all Defendants be accomplished by ordinary mail to Defendant's last known address and by posting the property by the Sheriff in order to effect compliance with Rule 400, et seq. and Rule 3129.1, et seq.

BY THE COURT:

**FILED**

FEB 27 2002  
012381 CC atty V/H  
William A. Shaw  
Prothonotary

 J.

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 MELLON BANK,  
N.A., Successor Trustee, assignee of  
TOWNE & COUNTRY MORTGAGE  
CORP.,

Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESHA A.  
MARTINEZ, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-1831-CD

**PRAECIPE TO REINSTATE COMPLAINT  
IN MORTGAGE FORECLOSURE**

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 04 2002

William A. Shaw  
Prothonotary

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

FIRST UNION NATIONAL BANK (Trustee for	)	NO. 01-1831-CD
the PENNSYLVANIA HOUSING FINANCE	)	
AGENCY), assignee of PENNSYLVANIA	)	
HOUSING FINANCE AGENCY, assignee of	)	
MELLON BANK, N.A., Successor Trustee,	)	
assignee of TOWNE & COUNTRY MORTGAGE	)	
CORP.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
NICOLAS MARTINEZ and LESH A.	)	
MARTINEZ, husband and wife,	)	
Defendants	)	

PRAECIPE TO REINSTATE COMPLAINT

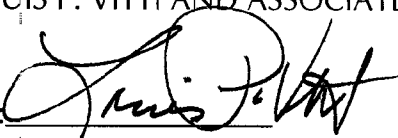
TO: PROTHONOTARY OF CLEARFIELD COUNTY:

KINDLY reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

LOUIS P. VITTI AND ASSOCIATES, P.C.

BY:



Louis P. Vitti, Esquire  
Attorney for Plaintiff

DATE: February 28, 2002

**FILED**

MAR 04 2002

William A. Shaw  
Prothonotary

<sup>\$700</sup> pd by Atty Vitti  
M/ 2:26 p.m.  
Copy Complaint reissued to Sheriff  
no cc

*[Signature]*

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 MELLON BANK,  
N.A., Successor Trustee, assignee of  
TOWNE & COUNTRY MORTGAGE  
CORP.,

Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESHA A.  
MARTINEZ, husband and wife,

Defendants.

CIVIL DIVISION

NO. 01-1831-CD

**AFFIDAVIT OF 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**

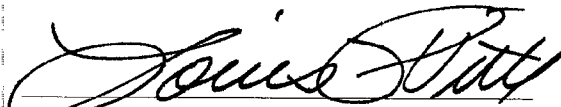
MAR 11 2002  
m/11:23/NOCC  
William A. Shaw  
Prothonotary

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

FIRST UNION NATIONAL BANK (Trustee for	)	NO. 01-1831-CD
the PENNSYLVANIA HOUSING FINANCE	)	
AGENCY), assignee of PENNSYLVANIA	)	
HOUSING FINANCE AGENCY, assignee of	)	
MELLON BANK, N.A., Successor Trustee,	)	
assignee of TOWNE & COUNTRY MORTGAGE	)	
CORP.,	)	
	)	
Plaintiff,	)	
vs.	)	
NICOLAS MARTINEZ and LESHA A.	)	
MARTINEZ, husband and wife,	)	
Defendants.	)	

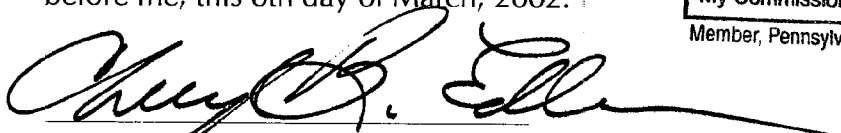
**AFFIDAVIT OF SERVICE**

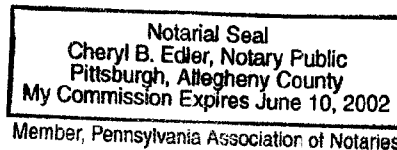
I, Louis P. Vitti, Esquire, do hereby certify that a copy of the Order of Court and Complaint was served upon NICOLAS MARTINEZ by ordinary mail to Defendant's last known address on the 8th day of March, 2002 as per the Order of Court dated the 27th day of February, 2002. The Certificates of Mailing are attached hereto as Exhibit "A".

  
Louis P. Vitti, Esquire

Sworn to and subscribed

before me, this 8th day of March, 2002.

  
Notary Public

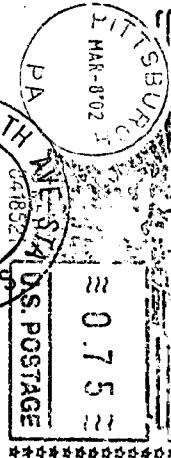
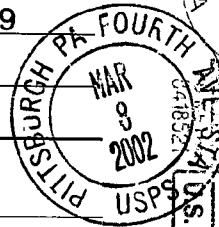




U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

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

One piece of ordinary mail addressed to:  
**Nicolas S. Martinez**  
**RD #2, Box 62**  
**Rockton, PA 15856**



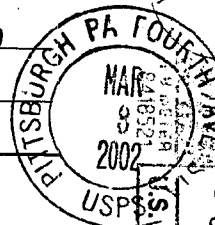
PS Form 3817, Mar. 1989

cbe

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:  
**Nicolas S. Martinez**  
**213 Forrest Place**  
**Lawrenceville, GA 30045**



PS Form 3817, Mar. 1989

cbe

EXHIBIT"

**A**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK,  
(trustee for the PENNSYLVANIA  
HOUSING FIANCE AGENCY), assignee  
of the PENNSYLVANIA HOUSING  
FINANCE AGENCY, assignee of  
MELLON BANK, N.A., successor trustee,  
assignee of TOWNE & COUNTRY  
MORTGAGE CORP.,  
Plaintiff,

vs.

NICOLAS S. MARTINEZ and LESH A.  
MARTINEZ, husband and wife,  
  
Defendants.

CIVIL DIVISION

No. 01-<sup>1831</sup>~~1813~~-CD

AFFIDAVIT OF SERVICE

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**

JUN 05 2002

William A. Shaw  
Prothonotary

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 the PENNSYLVANIA )  
HOUSING FIANCE AGENCY, assignee of )  
MELLON BANK, N.A., successor trustee, )  
assignee of TOWNE & COUNTRY MORTGAGE )  
CORP., )

Plaintiff, )

vs. )

NICOLAS S. MARTINEZ and LESHA A. )  
MARTINEZ, husband and wife, )

Defendants. )

<sup>1831</sup>  
NO.: 01-1813-CD

**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 May 13, 2002, advising them of the Sheriff's sale of the property at RD#2, Box 62, Rockton, PA 15856, on July 12, 2002.

LOUIS P. VITTI & ASSOCIATES, P.C.

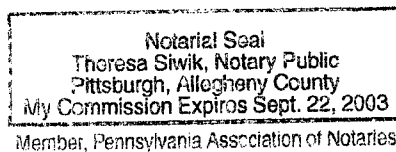
BY Helen Boyce  
Helen Boyce

SWORN to and subscribed

before me this 3rd day

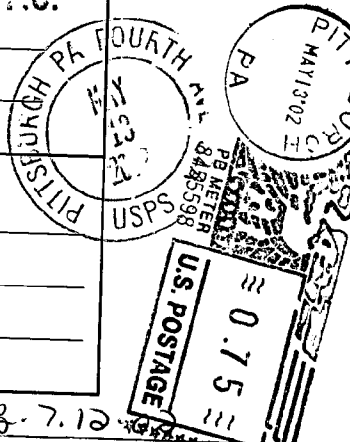
of June, 2002.

Theresa Siwik  
Notary Public



U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<b>LOUIS P. VITTI &amp; ASSOCIATES, P.C.</b> 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725	
One piece of ordinary mail addressed to:		Tenant/Occupant RD # 2, Box 62 Rockton, PA 15856	

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

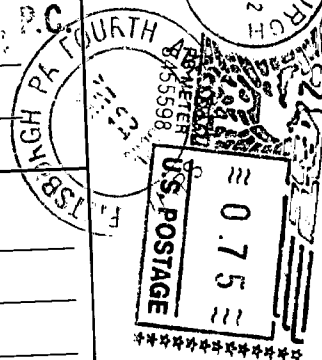


PS Form 3817, Mar. 1989

HB. Martinez - 7.12

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<b>LOUIS P. VITTI &amp; ASSOCIATES, P.C.</b> 916 FIFTH AVENUE PITTSBURGH, PA 15219	
One piece of ordinary mail addressed to:		Nicolas Martinez RD # 2, Box 62 Rockton, PA 15856	

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

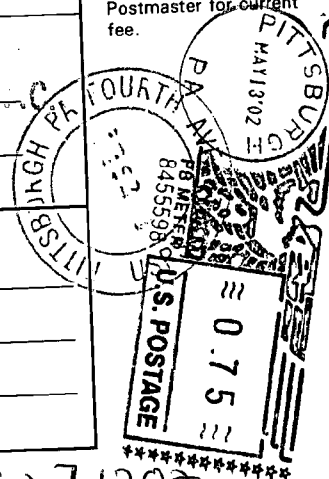


PS Form 3817, Mar. 1989

HB. Martinez - 7.12.02

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<b>LOUIS P. VITTI &amp; ASSOCIATES</b> 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725	
One piece of ordinary mail addressed to:		Lesha Martinez 146 Hill Street Du Bois, PA 15801	

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



PS Form 3817, Mar. 1989

HB. Martinez - 7.12.02

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:  
Nicolas Martinez  
213 Forest Place  
Lawrenceville, GA 30045

PS Form 3817, Mar. 1989 4B. Martinez-7.10.02

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

PA 411302  
PITTSBURGH  
MAY 13 2002  
8455598  
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:  
Pennsylvania Housing  
2101 N. Front Street  
Harrisburg, PA 17105

PS Form 3817, Mar. 1989 4B. Martinez-7.12.02

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

PA 411302  
PITTSBURGH  
MAY 13 2002  
8455598  
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:  
Tax Collector of Brady Township  
Elizabeth Wingert  
P.O. Box 111  
Luthersburg, PA 15848

PS Form 3817, Mar. 1989 4B. Martinez-7.12.02

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

PA 411302  
PITTSBURGH  
MAY 13 2002  
8455598  
U.S. POSTAGE  
0.75

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received from	<b>LOUIS P. VITTI &amp; ASSOCIATES, P.C.</b> 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725		
One piece of ordinary mail addressed to:			
Sharon Moritz RD #1 Luthersburg, PA 15848			

PS Form 3817, Mar. 1989

4B. mailman - 7.12.02

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

PITTSBURGH PA 15219 MAY 13 1992  
PB METER 8455598  
U.S. POSTAGE 0.75

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received from	<b>LOUIS P. VITTI &amp; ASSOCIATES, P.C.</b> 916 FIFTH AVENUE PITTSBURGH, PA 15219 (412) 281-1725		
One piece of ordinary mail addressed to:			
Clerk of Courts Criminal/Civil Division P.O. Box 549 Clearfield, PA 16830			

PS Form 3817, Mar. 1989

4B. mailman - 7.12.02

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

PITTSBURGH PA 15219 MAY 13 1992  
PB METER 8455598  
U.S. POSTAGE 0.75

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received from	<b>LOUIS P. VITTI &amp; ASSOCIATES, P.C.</b> 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 17288-1230			

PS Form 3817, Mar. 1989

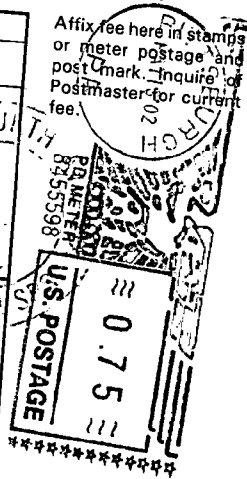
4B. mailman - 7.12.02

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

PITTSBURGH PA 15219 MAY 13 1992  
PB METER 8455598  
U.S. POSTAGE 0.75

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
LOUIS P. VITTI & ASSOCIATES, INC.			
916 FIFTH AVENUE			
PITTSBURGH, PA 15219			
(412) 281-1725			
One piece of ordinary mail addressed to:			
Commonwealth of PA-PAW			
P.O. Box 8016			
Harrisburg PA 17105			

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



PS Form 3817, Mar. 1989

HB. Marklines. 7.12.02

FILED

M/10:30  
JUN 05 2002

NO CC

William A. Shaw  
Prothonotary

*[Handwritten signature]*



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

Sheriff Docket # 11728

FIRST UNION NATIONAL BANK

01-1831-CD

VS.

MARTINEZ, NICOLAS S. & LESHA A.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MARCH 7, 2002 AT 1:34 POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF NICOLAS S. MARTINEZ, DEFENDANT AT RD#2 BOX 62, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA.

**Return Costs**

Cost	Description
17.45	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: <i>atty</i>

Sworn to Before Me This

*30<sup>th</sup>* Day Of *April* 2002  
*William A. Shaw*

So Answers,

*Chester A. Hawkins*  
*by Maulyr Hamr*  
Chester A. Hawkins  
Sheriff

**FILED** NO CE  
012:54  
APR 30 2002

*WAS*  
*on* William A. Shaw  
Prothonotary

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 MELLON BANK, N.A., successor )  
trustee, assignee of TOWNE & COUNTRY MORTGAGE )  
CORP., )

Plaintiff, )

vs. )

NICOLAS S. MARTINEZ and LESHIA A. MARTINEZ, )  
husband and wife, )

Defendants. )

NO. 01-1831-CD

**FILED**

APR 16 2002

M13:50/atty Vitti pd  
William A. Shaw \$20.00  
Prothonotary

6 writs

Shaw

**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:

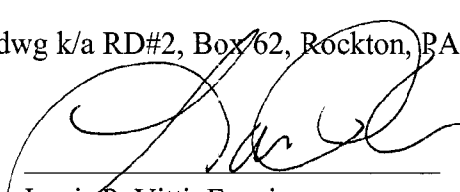
Amount Due **\$46,802.03**

Interest **04/10/02-Sale Date** \_\_\_\_\_

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

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

Twtp of Brady, Cty of Clearfield, Cmwltth of PA, HET a dwg k/a RD#2, Box 62, Rockton, PA 15856.  
Parcel # 107-D5-27 .

  
Louis P. Vitti, Esquire  
Attorney for Plaintiff

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

**COPY 7**

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

Vs.

NO.: 2001-01831-CD

Nicholas S. Martinez and  
Lesha A. Martinez, husband and wife

**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 to MELLON BANK, N.A., successor trustee, assignee of TOWNE & COUNTRY MORTGAGE CORP., , Plaintiff(s) from NICHOLAS S. MARTINEZ and LESHA A. MARTINEZ , husband and wife, 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: \$46,802.03  
INTEREST: \$ from 4/10/02 - sale date  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 04/16/2002

PAID: \$285.24  
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 Fifth Avenue  
Pittsburgh, PA 15219

\_\_\_\_\_  
Sheriff

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

Sheriff Docket # 12405

FIRST UNION NATIONAL BANK ET AL

01-1831-CD

VS.

MARTINEZ, NICOLAS S .

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, APRIL 17, 2002 AT 2:41 O'CLOCK RECEIVED WRIT

NOW, MAY 1, 2002 @ 9:40 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANT. PROPERTY WAS POSTED THIS DATE.

NOW, MAY 3, 2002 AT 1:00 P.M. O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LESHA A. MARTINEZ DEFENDANT AT THE CLEARFIELD COUNTY SHERIFF OFFICE ONE NORTH SECOND STREET, CLEARFIELD PA, PENNSYLVANIA, 16830, BY HANDING TO LESHA A. MARTINEZ, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MAY 3, 2002 MAILED A WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL TO NICHOLAS MARTINEZ AT 213 FORREST AVENUE, LAWRENCEVILLE, GA 30045. MAIL WAS RETURNED UNSIGNED.

A SALE IS SET FOR JULY 12, 2002 AT 10:00 A.M. O'CLOCK.

NOW, JULY 12, 2002 SALE WAS HELD PROPERTY WAS SOLD TO THE PLAINTIFF FOR \$10,000 + COSTS. SCHEDULE OF DISTRIBUTION WAS POSTED JULY 12, 2002. ATTORNEY BILLED ON JULY 22, 2002 FOR COSTS.

NOW, JULY 26, 2002 RECEIVED A CHECK FROM ATTORNEY FOR \$207.27 TO COVER COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12405

FIRST UNION NATIONAL BANK ET AL

01-1831-CD

VS.

MARTINEZ, NICOLAS S.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 5, 2002 PAID COSTS FROM ATTORNEY CHECK. RETURNED WRIT AS  
SALE HELD PROPERTY PURCHASED BY PLAINTIFF FOR \$10,000 + COSTS.

NOW, AUGUST 6, 2002 DEED FILED

SHERIFF COSTS \$433.43

SURCHARGE \$40.00

PAID BY ATTORNEY

FILED

AUG 06 2002

01/15/11  
William A. Shaw  
Prothonotary

*E*

Sworn to Before Me This

6th Day Of August 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*  
*Dy. Cynthia Butler-Aughenkough*  
Chester A. Hawkins  
Sheriff

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME MARTINEZ NO. 01-1831-CD

NOW, 12-Jul-02, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the court House in Clearfield on the 12TH day of JULY 2002, I exposed the within described real estate of NICHOLAS S. MARTINEZ AND LESHA A. MARTINEZ, HUSBAND AND WIFE to public venue or outcry at which time and place I sold the same to FIRST UNION NATIONAL BANK ET AL he/she being the highest bidder, for the sum of \$10,000.00 + COSTS 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%	200.00
POSTAGE	9.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	12.35
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>433.43</b>

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	20.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>20.50</b>

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	46,802.03
INTEREST 4/10/02 TO SALE DATE	
TO BE ADDED	

<b>TOTAL DEBT &amp; INTEREST</b>	<b>46,802.03</b>
----------------------------------	------------------

## COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	536.34
LATE CHARGES & FEES	
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS & MORTGAGE SEARCH	140.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	20.50
ATTORNEY COMMISSION	
SHERIFF COSTS	433.43
LEGAL JOURNAL AD	72.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	285.24

## SATISFACTION FEE

ESCROW DEFICIENCY  
MUNICIPAL LIEN

<b>TOTAL COSTS</b>	<b>1,492.51</b>
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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



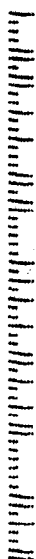
CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

*Rec'd  
5-20-02*

NO SUCH STREET  
LAWRENCEVILLE, GA 300

NICHOLAS S. MARTINEZ  
213 Forrest Avenue

16830/2434



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

*Rec'd  
5-20-02*

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLLOW A DOTTED LINE  
**CERTIFIED MAIL**

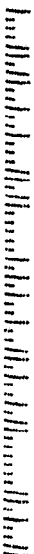


7001 1940 0001 9405 9925

NO SUCH STREET  
LAWRENCEVILLE, GA 300

NICHOLAS S. MARTINEZ  
213 Forrest Avenue

16830/2434



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

FIRST UNION NATIONAL BANK, (trustee for the	)	NO. 01-1831-CD
PENNSYLVANIA HOUSING FINANCE AGENCY)	)	
assignee of PENNSYLVANIA HOUSING FINANCE	)	
AGENCY, assignee of MELLON BANK, N.A., successor	)	
trustee, assignee of TOWNE & COUNTRY MORTGAGE	)	
CORP.,	)	
	Plaintiff,	)
vs.	)	
NICOLAS S. MARTINEZ and LESHA A. MARTINEZ,	)	
husband and wife,	)	
	Defendants.	)

LEGAL DESCRIPTION

All that certain piece or parcel of land situate, lying and being in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point in the center of Township Road 364 at Northwest Corner of lot sold to William and Valeria Hendricks; thence along lot now or formerly of Hendricks, South 17° 07' West 306.1 feet to a corner; thence along land now or formerly of Robert Hickman, North 70° 55' West 150 feet; thence along same, North 17° 17' East 323.0 feet to a point in the center of Township Road 364; thence along center of road, South 64° 14' East 151.3 feet to the place of beginning. Containing 1.0 acre.

Excepting and reserving all the oil and gas as the same have been reserved in prior deeds.

Parcel ID # 107-D5-27

Having erected thereon a dwelling known as Rd#2, Box 62, Rockton, PA 15856

Being the same property which Mark A. Carlson and Debra L. Carson, husband and wife, by deed dated October 24, 1997 and recorded on November 07, 1997 in the Recorder of Deed Office in York County, Pennsylvania in Deed Book Volume 1885, page 474, granted and conveyed unto Nicolas Martinez and Lesha A. Martinez.



**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  
Mellon Bank, N.A., successor, trustee,  
assignee of Towne & Country Mortgage Corp.,

Vs.

NO.: 2001-01831-CD

Nicholas S. Martinez and  
Lesha A. Martinez, husband and wife

**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 to MELLON BANK, N.A., successor trustee, assignee of TOWNE & COUNTRY MORTGAGE CORP., , Plaintiff(s) from NICHOLAS S. MARTINEZ and LESHA A. MARTINEZ , husband and wife, 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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INTEREST: \$ from 4/10/02 - sale date  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 04/16/2002

PAID: \$285.24  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 17th day  
of April A.D. 2002  
At 2:41 A.M./P.M.

Chester H. Handberg  
Sheriff by Margaret H. Pitt

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