

01-1894-CD  
WELLS FARGO BANK MINNESOTA NA -vs- JAMES E. SERAFIN et al

**GOLDBECK McCAFFERTY & McKEEVER**

**BY: JOSEPH A. GOLDBECK, JR.**  
**ATTORNEY I.D. #16132**  
**SUITE 500 – THE BOURSE BLDG.**  
**111 S. INDEPENDENCE MALL EAST**  
**PHILADELPHIA, PA 19106**  
**(215) 627-1322**  
**ATTORNEY FOR PLAINTIFF**

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
**Mortgagor(s) and Real Owner(s)**

613 Hale Street  
Osceola Mills, PA 1666

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 2001-1894-00  
No.

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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

NOTICE

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

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**FILED**

NOV 19 2001  
M/4:00/4  
William A. Shaw  
Prothonotary  
2 CENTS TO SHFF  
1 CENT TO ATT  
PD  
80-  
BY ATK

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES E. SERAFIN, 613 Hale Street, Osceola Mills, PA 16666 and CYNTHIA R. SERAFIN, 613 Hale Street, Osceola Mills, PA 16666, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On November 17, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to DELTA FUNDING CORP., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200017376. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to:

WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC. by Assignment of Mortgage, which assignment is lodged for recording. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

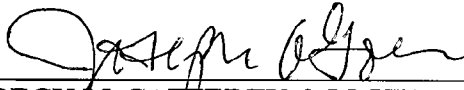
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due February 22, 2001, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$23,989.42
Interest from 01/22/2001	\$2,710.58
through 11/30/2001 at 13.1900%	
Per Diem interest rate at \$8.66	
Attorney's Fee at 5.0% of Principal Balance	\$1,199.47
Late Charges from 02/22/2001 to 11/30/2001	\$134.49
Monthly late charge amount at \$13.45	
Costs of suit and Title Search	\$750.00
	<hr/>
	\$28,783.96
Escrow	\$0.00
Monthly Escrow amount \$0.00	
	<hr/> <hr/>
	\$28,783.96

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting

within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$28,783.96, together with interest at the rate of \$8.66, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCARTERTY & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Michael Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date:

11/15/01

Michael D. Vestal

Michael Vestal  
Countrywide Home Loans

**Legal Description:**

**ALL THAT CERTAIN LOT OR TRACT OF LAND SITUATE, LYING AND BEING IN BOROUGH OF OSCEOLA, CLEARFIELD COUNTY, PENNSYLVANIA, TOGETHER WITH THE IMPROVEMENTS THEREON, BOUNDED AND DESCRIBED AS FOLLOWS:**

**ON THE NORTH BY HALE STREET; ON THE EAST BY LOT NO. 303; ON THE SOUTH BY MAYS ALLEY AND ON THE WEST BY FRENCH STREET, AND KNOWN AS LOT NO. 304 IN THE GENERAL PLAN OF BOROUGH OF OSCEOLA, IT BEING FIFTY (50) FEET ON HALE STREET AND ONE HUNDRED FIFTY (150) FEET DEEP.**

**BEING THE SAME PREMISES WHICH VESTED IN JAMES E. SERAFIN AND CYNTHIA R. SERAFIN, HIS WIFE, BY DEED OF DOROTHY M. BROCAIL AND DONALD J. BROCAIL, HER HUSBAND, DATED DECEMBER 6, 1999 AND RECORDED DECEMBER 7, 1999 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA, AT INSTRUMENT #1999200004 FOR THE CONSIDERATION OF \$19,000.00.**

**BEING FURTHER IDENTIFIED AS TAX MAP #016-013-382-00019.**

---

$\leftrightarrow \Omega K \Sigma X \Lambda N \approx$





**TEMPORARY STAY OF FORECLOSURE** – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty-five (35) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

#### NOTICE OF INTENT TO FORECLOSE

**YOUR HOME LOAN IS IN DEFAULT FOR THE REASONS SET FORTH IN THIS NOTICE.**

**YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

**NATURE OF THE DEFAULT** - Countrywide Home Loans, Inc. (hereinafter "Countrywide") services your home loan. Your home loan is in serious default because you have not made your required payments. The total amount now required to reinstate your home loan as of the date of this letter is as follows:

Monthly Payments: 02/22/2001-8/20/2001 @ \$269.06 1,883.42

Late Charges: @ \$13.45 94.15

<u>Other Charges</u>	Uncollected Late Charges	.00
	Uncollected Cost	286.51
	Partial Balance:	.00

**TOTAL DUE: \$ 2,264.08**

#### AYMENT INSTRUCTIONS

**Please**

Make your check payable to Countrywide Home Loans  
Write your loan number on your check or money order  
Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)

- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

**Additional amounts.** If you don't specify the purpose of additional amounts included, we will apply them first to any outstanding payments, escrow deficiencies, late charges and/or fees due. We will then apply any remaining amounts as a principal reduction. If you submit an additional principal payment with your home loan payment, Countrywide will first apply your home loan payment, then the additional principal payment. Your loan must be current before we can apply any principal reduction.

**HOW TO CURE THE DEFAULT** - You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter, by paying to us the above amount of \$ 2,264.08, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If your check or other payment is returned to us for insufficient funds or for any other reason, you will not have cured your default. No extension of time to cure will be granted due to a returned payment.

If you do not cure this default within THIRTY-FIVE (35) DAYS, we will accelerate the payments due on your home loan. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off your home loan in monthly installments. If the full payment of the amount in default is not made within THIRTY-FIVE (35) DAYS, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - If the mortgage is foreclosed, the mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings, Countrywide will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started, Countrywide will be entitled to collect the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to the secured debt, which may also include our reasonable costs. If you cure the default within the THIRTY-FIVE (35) DAY period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO FORECLOSURE SALE** - If you have not cured the default within the THIRTY-FIVE (35) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the foreclosure sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE FORECLOSURE SALE DATE** - It is estimated that the earliest date that a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 800-669-5231. This payment must be in the form of a cashier's check, certified check or money order and made payable to us at the address stated above. If the default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Countrywide Home Loans, Inc.  
**Address:** P. O. Box 10221 Van Nuys, CA 91410-0221  
**Phone Number:** 800-669-5231  
**Fax Number:** 1-805-577-3432  
**Contact Person:** Christen Rocha, MS SV-34  
Attention: Loan Counselor

**EFFECT OF FORECLOSURE SALE** - You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by Countrywide at any time.

**ASSUMPTION OF MORTGAGE** - Contact Countrywide Home Loans for information on the possible assumability of your loan.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Pursuant to your home loan documents, and because the home loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of the property. The purpose of this inspection is to observe the physical condition of the property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become part of the secured debt as provided under the terms of the home loan documents.

If you are unable to cure your default on or before 9/25/2001 Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will determine, in its sole discretion, whether such assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the home loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the home loan current or to enter into a written agreement as outlined above will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 800-669-5231, extension 7149.

*Christen Rocha*

Christen Rocha  
Loan Counselor  
800-669-5231, Extension 7149

Please be advised that this communication is from a debt collector.

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

Sheriff Docket # 11777

WELLS FARGO BANK MINNESOTA

01-1894-CD

VS.

SERAFIN, JAMES E. & CYNTHIA R.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW, DECEMBER 04, 2001 AT 10:49 A.M. EST, SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA R. SERAFIN, DEFENDANT AT RESIDENCE, 613 HALE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA R. SERAFIN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW, DECEMBER 04, 2001 AT 10:49 A.M. EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. SERAFIN, DEFENDANT AT RESIDENCE, 613 HALE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA R. SERAFIN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

**Return Costs**

Cost	Description
37.34	SHERIFF HAWKINS PAID BY : ATTY.
20.00	SURCHARGE PAID BY : ATTY.

**FILED**

01/2/02  
JAN 16 2002

William A. Shaw  
Prothonotary

Sworn to Before Me This

16 Day of JAN 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*  
*My Marlye Harris*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY

WELLS FARGO BANK MINNESOTA NA  
C/O COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive, PTX B-35  
Plano, TX 75024-3632

Plaintiff

Vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
(Mortgagors and Record Owners)  
613 Hale Street  
Osceola Mills, PA 1666

Defendants

No. 2001-1894-CD

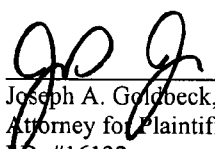
**PRAECIPE FOR JUDGMENT  
AND ASSESSMENT OF DAMAGES**

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

Kindly enter judgment in favor of the Plaintiff and against JAMES E. SERAFIN and CYNTHIA R. SERAFIN, Defendants for failure to file an Answer to Plaintiff's Complaint within 20 days (or 60 days if defendant is the United States of America) from the date of service of the complain and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$28,783.96
Interest - «Dates»	\$ 649.50
Late Charges	\$ 40.35
TOTAL	\$29,473.81

I hereby certify that (1) the addresses of the Plaintiff and Defendants are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

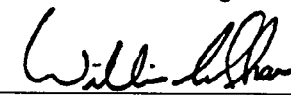
  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
M.D. #16132

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 02-20-02

  
PRO PROTHY

AND NOW 20th day of February, 2002, Judgment is entered in favor of WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC. and against JAMES E. SERAFIN and CYNTHIA R. SERAFIN by default for want of an Answer and damages assessed in the sum of \$29,473.81 as per the above certification.

  
Prothonotary

**FILED**

**FEB 20 2002**

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY

WELLS FARGO BANK MINNESOTA NA  
C/O COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive, PTX B-35  
Plano, TX 75024-3632

Plaintiff

Vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
(Mortgagors and Record Owners)  
613 Hale Street  
Osceola Mills, PA 1666

Defendants

No. 2001-1894-CD

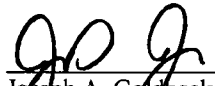
**PRAECIPE FOR JUDGMENT  
AND ASSESSMENT OF DAMAGES**

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

Kindly enter judgment in favor of the Plaintiff and against JAMES E. SERAFIN and CYNTHIA R. SERAFIN, Defendants for failure to file an Answer to Plaintiff's Complaint within 20 days (or 60 days if defendant is the United States of America) from the date of service of the complain and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$28,783.96
Interest - «Dates»	\$ 649.50
Late Charges	\$ 40.35
TOTAL	\$29,473.81

I hereby certify that (1) the addresses of the Plaintiff and Defendants are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

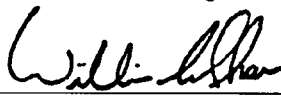
  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16132

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 02-20-02

  
PRO PROTHY

AND NOW 20th day of February, 2002, Judgment is entered in favor of WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC. and against JAMES E. SERAFIN and CYNTHIA R. SERAFIN by default for want of an Answer and damages assessed in the sum of \$29,473.81 as per the above certification.

  
Prothonotary

**FILED**

FEB 20 2002

William A. Shaw  
Prothonotary

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

DATE OF THIS NOTICE: **January 18, 2002**

TO:

**CYNTHIA R. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

**JAMES E. SERAFIN**  
**CYNTHIA R. SERAFIN**  
(Mortgagor(s) and  
Record Owner(s))  
613 Hale Street  
Osceola Mills, PA 1666

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 2001-1894-CD

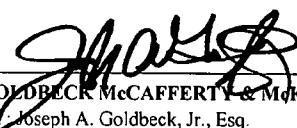
TO: **CYNTHIA R. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

**IMPORTANT NOTICE**

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

  
**GOLDBECK McCAFFERTY & McKEEVER**  
By: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106 215-627-1322

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

DATE OF THIS NOTICE: **January 18, 2002**

TO:

**JAMES E. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

**JAMES E. SERAFIN**  
**CYNTHIA R. SERAFIN**  
(Mortgagor(s) and  
Record Owner(s))  
613 Hale Street  
Osceola Mills, PA 16666

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 2001-1894-CD


TO: **JAMES E. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

**IMPORTANT NOTICE**

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

  
**GOLDBECK McCAFFERTY & McKEEVER**  
Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106 215-627-1322



VERIFICATION OF NON-MILITARY SERVICE

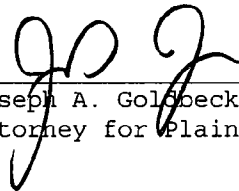
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, JAMES E. SERAFIN, is about unknown years of age, that Defendant's last known residence is 613 Hale Street Osceola Mills, PA 16666 and is engaged in the unknown business located at unknown address.

2. That the above named Defendant, CYNTHIA R. SERAFIN, is about unknown years of age, that Defendant's last known residence is 613 Hale Street Osceola Mills, PA 16666 and is engaged in the unknown business located at unknown address.

3. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date: February 13, 2002

  
\_\_\_\_\_  
Joseph A. Goltsbeck, Jr.  
Attorney for Plaintiff

**FILED**

FEB 20 2002

03:49 pm

William A. Shaw  
Prothonotary

Do pd by Atty

Statement to Atty

notices to def

no CL

*[Signature]*

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

Wells Fargo Bank Minnesota N.A.  
Plaintiff(s)

No.: 2001-01894-CD

Real Debt: \$29,473.81

Atty's Comm:

Vs.

Costs: \$

Int. From:

James E. Serafin  
Cynthia R. Serafin  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 20, 2002

Expires: February 20, 2007

Certified from the record this 20th day of February, 2002

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

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

WELLS FARGO BANK MINNESOTA NA  
C/O COUNTRYWIDE HOME LOANS INC.  
Plaintiff

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PA

: NO: 2001-1894-CD

Vs.

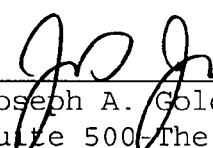
JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
Defendants

: PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

TO THE OFFICE OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	<u>\$29,473.81</u>	
Interest from 2/13/02 to sale	_____	
date at \$4.85 per diem	_____	
Total	_____	Plus Costs

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Suite 500-The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
Attorney for Plaintiff

Note: Please attach description of property.

**FILED**

**FEB 20 2002**

**William A. Shaw**  
**Prothonotary**

COPY

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 and RULE 2357

WELLS FARGO BANK MINNESOTA NA : COURT OF COMMON PLEAS  
C/O COUNTRYWIDE HOME LOANS INC. : CLEARFIELD COUNTY, PA  
Plaintiff

: NO: 2001-1894-CD

Vs.

JAMES E. SERAFIN : WRIT OF EXECUTION  
CYNTHIA R. SERAFIN (MORTGAGE FORECLOSURE)  
Defendants

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 613 Hale Street, Osceola Mills, PA 1666

(see attached legal description)

Amount Due	<u>\$29,473.81</u>
Interest from 2/13/02 to sale	_____
date at \$4.85 per diem	_____
Total	_____
Prothonotary costs:	<u>177.34</u>

as endorsed

Dated: 2/20/02



Clerk

All that certain lot or tract of land located in Osceola Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by Hale Street; on the East by Lot No. 303; on the South by Mays Alley and on the West by French Street, and known as Lot No. 304 in the general plan of the Borough of Osceola; it being fifty (50) feet on Hale Street and one hundred and fifty (150) feet deep.

Tax Parcel #016-013-382-00019

Being known as 613 Hale Street, Osceola Mills, PA 16666

GOLDBECK, McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA NA  
C/O COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive, PTX B-35  
Plano, TX 75024-3632

Plaintiff

Vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
(Mortgagors and Record Owners)  
613 Hale Street  
Osceola Mills, PA 1666  
Defendants

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2001-1894-CD

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- @ Sheriff's Office.*
- (X) Personal Service by the Sheriff's Office/competent adult (copy of return attached) *Per DEGOY BOTH SERVED 4/4/02.*
  - ( ) Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
  - ( ) Certified mail by Sheriff's Office.
  - ( ) Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
  - ( ) Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
  - ( ) Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.
- IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**
- ( ) Premises was posted by Sheriff's Office/competent adult (copy of return attached).
  - ( ) Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
  - ( ) Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

**FILED**

APR 17 2002  
m/139pm/noc  
William A. Shaw  
Prothonotary

Respectfully submitted,

*[Signature]*  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

# GOLDBECK McCAFFERTY & McKEEVER

Suite 500 The Bourse Building  
111 S. Independence Mall East  
Philadelphia, Pennsylvania 19106

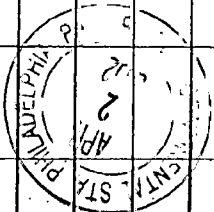
Name and Address of Sender

Check type of mail:  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD  
☐ Return Receipt (RR) for Merchandise  
☐ Certified  
☐ Int'l Rec. Del.  
☐ Del. Confirmation (DC)

If Registered Mail check below:  
☐ Insured  
☐ Not Insured

Affix stamp here if issued as certificate of mailing, or for additional copies of this bill. Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1															
2		PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675													
3		DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830													
4		John Polachko 706 Stone Street Osceola Mills, PA 16666													
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R500, S413, and S424 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.										



U.S. POSTAGE P82211913  
1902 \$02.250 APR 02 02  
9421 MAILED FROM ZIP CODE 19106

PS Form 3877, April 1999

Complete by Typewriter, Ink, or Ball Point Pen

Sacafin, James

CWD-1570



7160 3901 9844 6553 0931

**TO:** SERAFIN, CYNTHIA R.  
**CYNTHIA R. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
February 13, 2002

**REFERENCE:** SERAFIN, JAMES E. / CWD-1570  
6/7/02 - Clearfield

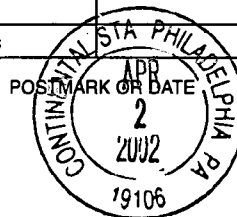
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)

**(Form 3800)**

P 981 841 789

TO: David D. Doe  
Legal Segment Marketing Manager  
Walz Postal Solutions, Inc.  
1588 South Mission Rd. Suite 110  
Fallsbrook, CA 92028-4112

FROM: Your Firm Name  
123 Main Street, #1254  
City, State 12345

RETURN RECEIPT REQUESTED

David D. Doe  
Legal Segment Marketing Manager  
Walz Postal Solutions, Inc.  
1588 South Mission Rd. Suite 110  
Fallsbrook, CA 92028-4112

4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

7160 3901 9844 6553 0924

**TO:** SERAFIN, JAMES E.  
**JAMES E. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
February 13, 2002

**REFERENCE:** SERAFIN, JAMES E. / CWD-1570  
*6/7/02* - Clearfield

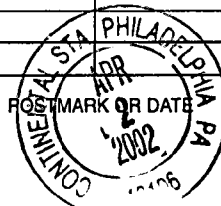
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

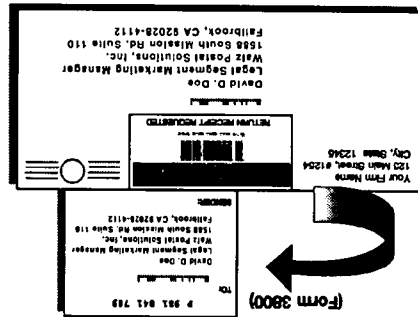
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811. Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

4. Name and address of the last recorded holder of every mortgage of record:

John Polachko  
706 Stone Street, Osceola Mills, PA 16666

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

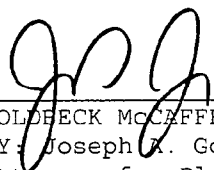
6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: February 13, 2002

  
\_\_\_\_\_  
GOLDBECK McKEEFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

GOLDBECK MCCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA NA  
C/O COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive, PTX B-35  
Plano, TX 75024-3632

Plaintiff  
Vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
(Mortgagors and Record Owners)  
613 Hale Street  
Osceola Mills, PA 1666  
Defendants

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term No. 2001-1894-CD

AFFIDAVIT PURSUANT TO RULE 3129

WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

613 Hale Street, Osceola Mills, PA 1666

1. Name and address of Owner(s) or Reputed Owner(s):

JAMES E. SERAFIN  
613 Hale Street, Osceola Mills, PA 16666

CYNTHIA R. SERAFIN  
613 Hale Street, Osceola Mills, PA 16666

2. Name and address of Defendant(s) in the judgment:

JAMES E. SERAFIN  
613 Hale Street, Osceola Mills, PA 16666

CYNTHIA R. SERAFIN  
613 Hale Street, Osceola Mills, PA 16666

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

PA DEPARTMENT OF PUBLIC WELFARE -  
Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street, Clearfield, PA 16830

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

Sheriff Docket # 12133

WELLS FARGO BANK MINNESOTA NA

01-1894-CD

VS.

SERAFIN, JAMES E.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, APRIL 4, 2002, AT 10:00 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 O'CLOCK.

NOW, APRIL 4, 2002, AT 10:00 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CYNTHIA SERAFIN, WIFE OF JAMES E. SERAFIN, DEFENDANT, AT HER PLACE OF RESIDENCE, 613 HALE STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666, BY HANDING TO CYNTHIA SERAFIN, WIFE OF JAMES E. SERAFIN, 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, APRIL 4, 2002, AT 10:00 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CYNTHIA SERAFIN, DEFENDANT, AT HER PLACE OF RESIDENCE, 613 HALE STREET, OSCEOLA MILLS, PENNSYLVANIA, 16666, BY HANDING TO CYNTHIA SERAFIN, 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, JUNE 6, 2002 PEGGY SENT A FAX TO MR. GOLDBECK STATING THAT JAMES E. AND CYNTHIA R. SERAFIN HIVE FILED BANKRUPTCY. DID HE WANT THE WRIT RETURNED OR HELD.

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

Sheriff Docket # 12133

WELLS FARGO BANK MINNESOTA NA

01-1894-CD

VS.

SERAFIN, JAMES E.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JUNE 6, 2002 FAX WAS RECEIVED FROM ATTORNEY GOLDBECK, JR.  
ATTORNEY FOR THE PLAINTIFF TO STAY THE SALE AND RETURN ANY UNUSED  
COSTS

NOW, JUNE 20, 2002 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED  
ADVANCE TO ATTORNEY.

SHERIFF HAWKINS \$195.08  
SURCHARGE 40.00  
PAID BY ATTORNEY

---



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12133

WELLS FARGO BANK MINNESOTA NA

01-1894-CD

VS.

SERAFIN, JAMES E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

*26th* Day Of *June* 2002

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

*[Signature]*  
Dy Cynthia Butler-Aughonbaugh  
Chester A. Hawkins  
Sheriff

FILED

JUN 26 2002

*013501 n/c*  
William A. Shaw  
Prothonotary *[Signature]*

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SERAFIN NO. 01-1894-CD

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

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

**SHERIFF COSTS:**

RDR	\$	15.00
SERVICE		15.00
MILEAGE		13.00
LEVY		15.00
MILEAGE		13.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 + 5.00	
BILLING - PHONE - FAX	5.00	
<b>TOTAL SHERIFF COSTS</b>	<b>\$195.08</b>	

**DEED COSTS:**

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

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$ 29,473.81
INTEREST FROM 2-13-02 TO DALE DATE	
@ \$4.85	
TO BE ADDED	\$

**TOTAL DEBT & INTEREST**

**\$**

**COSTS:**

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$201.45
LATE CHARGES & FEES	\$
TAXES-Collector	\$NONE
TAXES-Tax Claim	\$NONE
DUE	
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 195.08
LEGAL JOURNAL AD	\$ 58.50
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 177.34
SATISFACTION FEE	\$
ESCROW DEFICIENCY	\$
MUNICIPAL LIEN	\$
<b>TOTAL COSTS</b>	<b>\$ 772.37</b>

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

Chester A. Hawkins, Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**

A Professional Corporation  
Suite 500 - The Bourse Building  
111 S. Independence Mall East  
Philadelphia, PA 19107  
(215) 627-1322  
(215) 627-7734 (Fax)

June 6, 2002

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830

RE: WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC.

vs.

JAMES E. SERAFIN and CYNTHIA R. SERAFIN  
Term No. 2001-1894-CD

Property address:

613 Hale Street  
Osceola Mills, PA 1666

Sheriff's Sale Date: June 07, 2002

Dear Sir/Madam:

As a result of the filing of a Petition in Bankruptcy, kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. The bankruptcy filing information is as follows:

Date filed: June 06, 2002  
Case number: 02-26222  
Chapter: 13

Thank you for your cooperation.

Very truly yours,

  
JOSEPH A. GOLDBECK, JR.

JAG/

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 and RULE 2357

WELLS FARGO BANK MINNESOTA NA  
C/O COUNTRYWIDE HOME LOANS INC.  
Plaintiff

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PA

: NO: 2001-1894-CD

Vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN

: WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Defendants

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 613 Hale Street, Osceola Mills, PA 1666

(see attached legal description)

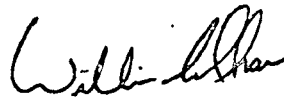
Amount Due  
Interest from 2/13/02 to sale  
date at \$4.85 per diem  
Total  
Prothonotary costs:

\$29,473.81

177.34

as endorsed

Dated: 2/20/02



Clerk

RECEIVED FEB 21 2002

@ 9:45 AM

Chester A. Hanks  
by Margaret W. Pitt

All that certain lot or tract of land located in Osceola Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by Hale Street; on the East by Lot No. 303; on the South by Mays Alley and on the West by French Street, and known as Lot No. 304 in the general plan of the Borough of Osceola; it being fifty (50) feet on Hale Street and one hundred and fifty (150) feet deep.

Tax Parcel #016-013-382-00019

Being known as 613 Hale Street, Osceola Mills, PA 16666

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
Mortgagor(s) and Record Owner(s)  
613 Hale Street  
Osceola Mills, PA 1666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2001-1894-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$29,473.81

Interest from  
01/22/2001 to  
02/13/2002 at  
13.1900%

(Costs to be added)

Prothonotary costs 140.00

**FILED**

MAR 04 2003

William A. Shaw  
Prothonotary

GOLDBECK, McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

10

Term  
No. 2001-1894-CD  
**IN THE COURT OF COMMON PLEAS**

**WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.**

vs.

**JAMES E. SERAFIN and  
CYNTHIA R. SERAFIN  
(Mortgagor(s) and Record Owner(s))  
613 Hale Street  
Osceola Mills, PA 1666**

---

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

---

---

**Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff**

---

**Goldbeck McCafferty & McKeever  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322**



2

All that certain lot or tract of land located in Osceola Borough, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by Hale Street; on the East by Lot No. 303; on the South by Mays Alley and on the West by French Street, and known as Lot No. 304 in the general plan of the Borough of Osceola; it being fifty (50) feet on Hale Street and one hundred and fifty (150) feet deep.

Tax Parcel #016-013-382-00019

Being known as 613 Hale Street, Osceola Mills, PA 16666

**CLOSED, DISMISS**

**U.S. Bankruptcy Court  
Western District of Pennsylvania (Pittsburgh)  
Bankruptcy Petition #: 02-26222-JKF**

*Assigned to:* Judith K. Fitzgerald  
Chapter 13  
Voluntary  
Asset

*Date Filed:* 06/06/2002  
*Date Terminated:* 01/17/2003  
*Date Dismissed:* 01/03/2003

**James E. Serafin**  
613 Hale Street  
Osceola Mills, PA 16666  
SSN: 294-56-4691  
**Debtor**

**R. Denning Gearhart**  
215 E. Locust Street  
represented by Clearfield, PA 16830  
814-765-1581

**Cynthia R. Serafin**  
613 Hale Street  
Osceola Mills, PA 16666  
SSN: 186-46-4918  
**Debtor**

**R. Denning Gearhart**  
represented by (See above for address)

**Ronda J. Winnecour**  
Suite 3250, USX Tower  
600 Grant Street  
Pittsburgh, PA 15219  
412-471-5566  
**Trustee**

<b>Filing Date</b>	<b>#</b>	<b>Docket Text</b>
06/06/2002	1	Voluntary Petition Under Chapter 13 all schedules and statements. ;Proof of Claim (gov) Deadline: 12/3/02 Filing Fee \$ 185.00 Receipt # 5674 () (jmic) (Entered: 06/06/2002)
06/06/2002	2	Notice to Individual Consumer Debtor(s). (jmic) (Entered: 06/06/2002)
06/06/2002	3	Chapter 13 Plan dated 6/6/02. (jmic) (Entered: 06/06/2002)
06/12/2002		341 Meeting of Creditors Scheduled For 3:00 8/9/02 At Holiday Inn Express Confirmation Hearing Set For 3:00 8/9/02 At Holiday Inn Express ;Last Day to File Proofs Of Claim: 11/7/02 # of Schedule Pages = 3 at a cost of: \$ .99 + tax (ljel) (Entered: 06/12/2002)
06/14/2002		Courts BNC Certificate of Service Re: [0-0] 341 Meeting . # of Notices: 13 were sent out. (auto) (Entered: 06/15/2002)

06/17/2002	4	Courts Certificate of Mailing Re: [3-1] Chapter 13 Plan ( # of Notices: 13). (llea) (Entered: 06/19/2002)
08/15/2002	5	341 Meeting Not Held. Debtors did not appear. RESCHEDULE (iwen) (Entered: 08/15/2002)
08/15/2002		341 Meeting of Creditors Rescheduled For 2:00 11/8/02 At Holiday Inn Express Confirmation Hearing Set For 2:00 11/8/02 At Holiday Inn Express (iwen) (Entered: 08/15/2002)
08/17/2002		Courts BNC Certificate of Service Re: [0-0] 341 Meeting . # of Notices: 13 were sent out. (auto) (Entered: 08/20/2002)
08/19/2002	6	Motion For Order to Pay Trustee (02-5405m) By Debtor Cynthia R. Serafin, Debtor James E. Serafin (ljel) (Entered: 08/20/2002)
08/21/2002	7	Order dated 08/21/02 Granting [6-1] Motion For Order to Pay Trustee (02-5405m) by James E. Serafin, Cynthia R. Serafin . cm: Parties in Interest (cyou) (Entered: 08/21/2002)
11/18/2002	8	Meeting of Creditors Not Held <i>along with the Chapter 13 Plan. Debtor did not appear. DO NOT reschedule as the Trustee recommends further action.</i> Filed by Ronda J. Winnecour. (ctak, ) (Entered: 11/22/2002)
11/22/2002	9	Directing Debtor(s) To File a Notarized Affidavit Signed on 11/22/2002. (related document(s)3). Affidavit due by 12/5/2002. cm: Debtor, Counsel & Trustee(ctak, ) (Entered: 11/22/2002)
11/24/2002	<u>10</u>	BNC Certificate of Mailing. Service Date 11/24/02. (Related Doc # 9) (Admin.) (Entered: 11/25/2002)
01/03/2003	11	Order Dismissing Case Without Prejudice Signed on 1/3/2003. cm: All Parties (ctak, ) (Entered: 01/03/2003)
01/05/2003	<u>12</u>	BNC Certificate of Mailing. Service Date 01/05/03. (Related Doc # <u>11</u> ) (Admin.) (Entered: 01/06/2003)
01/17/2003	13	Bankruptcy Case Closed. 20 year disposition. (cric, ) (Entered: 01/17/2003)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
02/26/2003 10:36:49			
<b>PACER Login:</b>	ja0060	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Case Number:</b>	02-26222-JKF
<b>Billable Pages:</b>	1	<b>Cost:</b>	0.07

FILED

MAR 04 2003

WILLIAM V. SHAW  
CLERK OF COURT

**FILED**

Atty pd. 20.00

WCC & Lewis to Shiff

m 12:37 PM

MAR 04 2003

William A. Shaw  
Prothonotary

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

COPY

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
613 Hale Street  
Osceola Mills, PA 1666

In the Court of Common Pleas of  
Clearfield County

No. 2001-1894-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: 613 Hale Street Osceola Mills, PA 1666

See Exhibit "A" attached

AMOUNT DUE

\$29,473.81

Interest From 01/22/2001  
Through 02/13/2002

(Costs to be added)

*Prothonotary costs*

140.00

Dated:

3/4/03

\_\_\_\_\_  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

10



Term  
No. 2001-1894-CD

IN THE COURT OF COMMON PLEAS

WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE  
HOME LOANS INC.

vs.

JAMES E. SERAFIN and  
CYNTHIA R. SERAFIN  
Mortgagor(s)  
613 Hale Street Osceola Mills, PA 1666

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$	
INTEREST from	\$	29,473.81
COSTS PAID:	\$	
PROTHY	\$	140.00
SHERIFF	\$	
STATUTORY	\$	
COSTS DUE PROTHY	\$	
Office of Judicial Support		
Judg. Fee		
Cr.		
Sat.		

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

**GOLDBECK McCafferty & McKEEVER**

**BY: Gary E. McCafferty**

**Attorney I.D.#42386**

**Suite 500 - The Bourse Bldg.**

**111 S. Independence Mall East**

**Philadelphia, PA 19106**

**215-627-1322**

**Attorney for Plaintiff**

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

Plaintiff

vs.

JAMES E. SERAFIN and CYNTHIA R. SERAFIN

613 Hale Street

Osceola Mills, PA 1666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2001-1894-CD

**RULE**

AND NOW, a rule is entered upon Defendant(s) to show cause why the relief requested in Plaintiff's Motion to Amend Judgment should not be granted.

Rule returnable the 30th day of May, .2003 for written response.

Date: 05/02/2003

John J. Cunniff  
J.

**FILED**

MAY 02 2003

William A. Shaw  
Prothonotary

**FILED**

SP 01/10:51

MAY 02 2003

*! CC to atty Lewis  
for att me Coffey*

William A. Shaw  
Prothonotary

# FILED

APR 30 2003

William A. Shaw  
Prothonotary

**GOLDBECK McCafferty & McKEEVER**  
**BY: Gary E. McCafferty**  
**Attorney I.D.#42386**  
**Suite 500 - The Bourse Bldg.**  
**111 S. Independence Mall East**  
**Philadelphia, PA 19106**  
**215-627-1322**  
**Attorney for Plaintiff**

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

JAMES E. SERAFIN and CYNTHIA R. SERAFIN  
613 Hale Street  
Osceola Mills, PA 1666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

No. 2001-1894-CD

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

**PLAINTIFF'S**  
**PETITION TO AMEND JUDGMENT**

AND NOW, this Plaintiff, WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC., petitions the Court to Amend Judgment for the  
following reasons:

1. Plaintiff's Complaint in Mortgage Foreclosure was filed on November 14,  
2001.
2. On February 20, 2002, judgment in mortgage foreclosure was entered in favor  
of Plaintiff and against Defendants in the amount of \$29,473.81, based upon the demand in

Plaintiff's Complaint. (Copies of the Complaint and Judgment are attached hereto collectively as Appendix III)

3. On June 06, 2002 Defendants filed a petition in bankruptcy in the United States Bankruptcy Court for the Western District of Pennsylvania (No. 02-26222) which stayed further prosecution of Plaintiff's action in mortgage foreclosure.

4. By order of United States Bankruptcy Court dated January 3, 2003 Plaintiff was granted relief from the automatic stay imposed by the Bankruptcy Code.

5. Since the filing of the Complaint, interest has been accruing as have the escrow balance deficit and late charges under the terms of the mortgage contract involved.

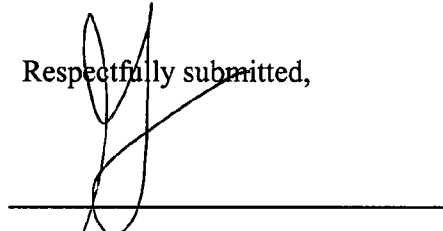
6. Due to the stay of proceedings, Plaintiff's judgment is now insufficient to satisfy the amounts due and owing on the mortgage and the mortgage lien on the property in question.

7. Upon disposition of this petition and the scheduling of a Sheriff's Sale on June 06, 2003, the amounts due and owing on the mortgage will be as follows:

Principal Balance	\$23,989.42
Interest from 01/22/01 thru 06/06/03 at 8.6691% Per diem interest rate at \$8.66	\$7,513.07
Attorney's Fee at 5.0000% of principal balance	\$1,199.48
Late Charges per Complaint	\$94.15
Costs of Suit and Title Search	\$750.00
Escrow Balance Deficit	\$9,885.96
<b>TOTAL</b>	<b><u>\$43,432.08</u></b>

WHEREFORE, Plaintiff prays that the Petition be granted and Plaintiff's Judgment be amended to \$43,432.08, plus interest and costs.

Respectfully submitted,



---

Gary E. McCafferty, Esq.

**GOLDBECK McCafferty & McKEEVER**

**BY: Gary E. McCafferty**

**Attorney I.D.#42386**

**Suite 500 - The Bourse Bldg.**

**111 S. Independence Mall East**

**Philadelphia, PA 19106**

**215-627-1322**

**Attorney for Plaintiff**

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.

JAMES E. SERAFIN and CYNTHIA R. SERAFIN  
613 Hale Street  
Osceola Mills, PA 1666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

No. 2001-1894-CD

**VERIFICATION**

Gary E. McCafferty, Esq., hereby states that he is the attorney for Petitioner within named and that all of the facts set forth within the attached Petition to Amend its Judgment are true and correct to the best of his knowledge, information and belief. The undersigned understands that the foregoing statements are made subject to the penalties 18 P.S. Section 4904.

  
\_\_\_\_\_  
Gary E. McCafferty, Esq.

FILED<sup>100</sup>

APR 30 2003  
Atty Lewis for  
Atty McCafferty

William A. Shaw  
Prathenotary



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

WELLS FARGO BANK MINNESOTA NA,  
c/o COUNTRYWIDE HOME LOANS, INC.

Plaintiff,

v.

JAMES E. SERAFIN, and,  
CYNTHIA R. SERAFIN,

Defendants.

No. 01 - 1894 - CD

TYPE OF PLEADING:

**CERTIFICATE OF SERVICE**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

James A. Naddeo, Esq.  
PA I.D. 06820

211 ½ East Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

MAY 07 2003

5/3/03  
William A. Shaw  
Prothonotary

no cert com

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

WELLS FARGO BANK MINNESOTA NA,  
c/o COUNTRYWIDE HOME LOANS, INC.

Plaintiff,

v.

JAMES E. SERAFIN, and,  
CYNTHIA R. SERAFIN,

Defendants.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

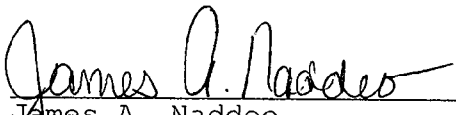
No. 01 - 1894 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiff's Petition to Amend Judgment and Rule filed in the above-captioned action was served on the following person and in the following manner on the 2nd day of May, 2003:

First-Class Mail, Postage Prepaid

James E. and Cynthia R. Serafin  
613 Hale Street  
Osceola Mills, PA 16666

  
James A. Naddeo  
Attorney for Plaintiff

JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

**FILED**

MAY 07 2003

William A. Shaw  
Prothonotary

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
Mortgagors and Record Owners

613 Hale Street  
Osceola Mills, PA 1666

Defendants

FILED

MAY 21 2003

m/12:10pm  
William A. Shaw  
Prothonotary

REB

No. 2001-1894-CD

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2001-1894-CD

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☐ Personal Service by the Sheriff's Office/competent adult (copy of return attached).
- ☒ Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
- ☐ Certified mail by Sheriff's Office.
- ☐ Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- ☐ Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- ☐ Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

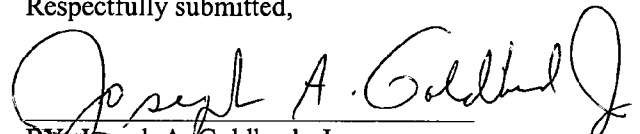
**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- ☐ Premises was posted by Sheriff's Office/competent adult (copy of return attached).
- ☐ Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ☐ Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

7160 3901 9844 2550 2459

**TO:** SERAFIN, CYNTHIA R.  
**CYNTHIA R. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
February 20, 2003

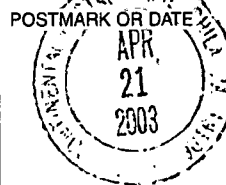
**REFERENCE:** SERAFIN, JAMES E. / CWD-1570.  
- Clearfield

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

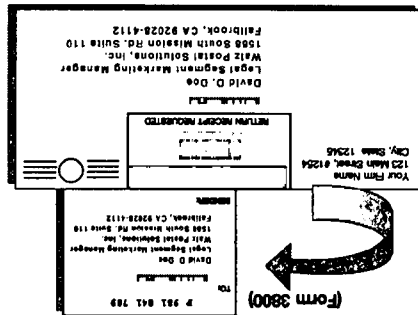
US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perforations. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

7160 3901 9844 2550 2442

**TO:** SERAFIN, JAMES E.  
**JAMES E. SERAFIN**  
613 Hale Street  
Osceola Mills, PA 16666

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
February 20, 2003

**REFERENCE:** SERAFIN, JAMES E. / CWD-1570  
- Clearfield

PS Form 3800, June 2000

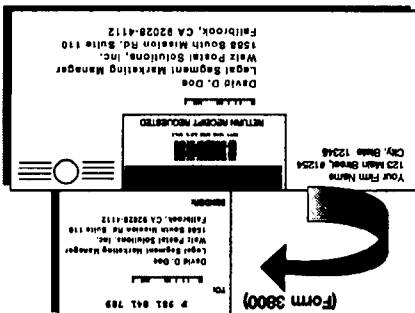
RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service  
**Receipt for  
Certified Mail**  
No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.



**GOLDBECK McCAFFERTY & McKEEVER**  
 Suite 500 The Bourse Building  
 111 S. Independence Mall East  
 Philadelphia, Pennsylvania 19106

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insur Val
1		PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement P.O. Box 2675 Harrisburg, PA 17105-2675	<input type="checkbox"/> Express <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD	<input type="checkbox"/> Return Receipt (PS Form 3800) <input type="checkbox"/> Certified <input type="checkbox"/> Int'l Rec. Del. <input type="checkbox"/> Del. Confirmation (DC)			
2		DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830					
3		John Polachko 706 Stone Street Oscarola Mills, PA 16666					
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employer, if any)				

PS Form 3877, April 1999

*Driffin, James & Cynthia*

*and - 1570*

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per item. The maximum indemnity payable for the reconstruction of negotiable documents under Registered Mail document reconstruction insurance is \$500,000 per item. The maximum indemnity payable for registered mail sent with optional postal insurance, See Manual for limitations of coverage on insured and COD mail. See International Mail Standard Mail (S) parcels. Special handling charges apply only to Standard Mail (A) and

**U.S. POSTAGE**  
 1813 U.S. POSTAGE  
 9462 \$02.700 PB2211913  
 3264 MAILED FROM ZIP CODE 19106

If Registered Mail, Affix stamp here if issued  
 check below: as certificate of mailing,  
 or for additional copies of  
 this bill. Postmark and

*Clearfield*



7260 3901 9844 2550 2459

2. Article Number

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Agent Addressed  
☐ Yes  
☐ No

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

SERAFIN, CYNTHIA R.

**CYNTHIA R. SERAFIN**

613 Hale Street

Osceola Mills, PA 16666

GOLDBECK MCCAFFERTY & MCKEEVER  
SERAFIN, JAMES E./ CWD-1570 - Clearfield

PS Form 3811, July 2001

Domestic Return Receipt

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**First-Class Mail**  
**Postage & Fees Paid**  
**USPS**  
**Permit No. G-10**

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

**GOLDBECK MCCAFFERTY & MCKEEVER**  
SUITE 500 - THE BOURSE BUILDING  
1111 SOUTH INDEPENDENCE MALL EAST  
PHILADELPHIA PA 19106-2519

2. Article Number



7160 3901 9844 2550 2442

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

SERAFIN, JAMES E.

**JAMES E. SERAFIN**

613 Hale Street

Osceola Mills, PA 16666

GOLDBECK MCCAFFERTY & MCKEEVER

SERAFIN, JAMES E./CWD-1570 - Clearfield

PS Form 3811, July 2001

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

*Christina Serafin*

B. Date of Delivery

*4-29-03*

C. Signature

*X Christina Serafin*

☐ Agent  
☐ Addressee

D. Is delivery address different from Item 1? If YES, enter delivery address below:

☐ Yes  
☐ No

[illegible]

**First-Class Mail**  
**Postage & Fees Paid**  
**USPS**  
**Permit No. G-10**

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

**GOLDBECK MCCAFFERTY & MCKEEVER**  
SUITE 500 - THE BOURSE BUILDING  
111 SOUTH INDEPENDENCE MALL EAST  
PHILADELPHIA PA 19106-2519

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
**Mortgagors and Record Owners**

613 Hale Street  
Osceola Mills, PA 1666

Defendants

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2001-1894-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

613 Hale Street  
Osceola Mills, PA 1666

1. Name and address of Owners or Reputed Owners:

JAMES E. SERAFIN  
613 Hale Street  
Osceola Mills, PA 16666

CYNTHIA R. SERAFIN  
613 Hale Street  
Osceola Mills, PA 16666

2. Name and address of Defendants in the judgment:

JAMES E. SERAFIN  
613 Hale Street  
Osceola Mills, PA 16666

CYNTHIA R. SERAFIN  
613 Hale Street  
Osceola Mills, PA 16666

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

PA DEPARTMENT OF PUBLIC WELFARE  
Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

John Polachko  
706 Stone Street  
Osceola Mills, PA 16666

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:


6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: May 12, 2003

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

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

Sheriff Docket # 13890

WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS 01-1894-CD

VS.

SERAFIN, JAMES E.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, APRIL 17, 2003 @ 10:30 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JUNE 6, 2003 WAS SET.

**FILED**

013:38-201  
AUG 20 2003

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, APRIL 28, 2003 @ 1:30 P.M. O'CLOCK SERVED JAMES E. SERAFIN, DEFENDANT AT HIS RESIDENCE 613 HALE STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666, BY HANDING TO CYNTHIA R. SERAFIN, WIFE/ DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 28, 2003 @ 1:30 P.M. O'CLOCK SERVED CYNTHIA R. SERAFIN, DEFENDANT, AT HER RESIDENCE 613 HALE STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666, BY HANDING TO CYNTHIA R. SERAFIN, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JUNE 6, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, AUGUST 20, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, AUGUST 20, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS.



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

Sheriff Docket # 13890

WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS 01-1894-CD

VS.

SERAFIN, JAMES E.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

THE PROPERTY WAS PURCHASED BY THE PLAIFTIFF FOR \$1.00 + COSTS.

NOW, AUGUST 20, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$258.04

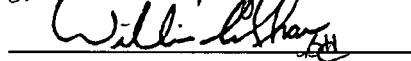
SURCHARGE \$40.00

PAID BY ATTORNEY

---

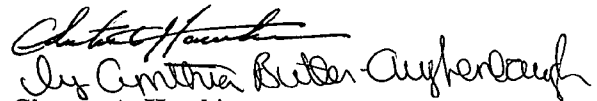
Sworn to Before Me This

20<sup>th</sup> Day Of August 2003



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

So Answers,



Chester A. Hawkins

Sheriff

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
Mortgagor(s) and Record Owner(s)  
613 Hale Street  
Osceola Mills, PA 1666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2001-1894-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$29,473.81

Interest from  
01/22/2001 to  
02/13/2002 at  
13.1900%

(Costs to be added)

*Prothonotary costs*

*140.00*

GOLDBECK, McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

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

MAR 04 2003

Attest.

*William D. [Signature]*  
Prothonotary/  
Clerk of Courts

Term  
No. 2001-1894-CD  
**IN THE COURT OF COMMON PLEAS**

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.

vs.

JAMES E. SERAFIN and  
CYNTHIA R. SERAFIN  
(Mortgagor(s) and Record Owner(s))  
613 Hale Street  
Osceola Mills, PA 1666

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

---

---

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

---

Goldbeck McCafferty & McKeever  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
Mortgagor(s) and Record Owner(s)  
613 Hale Street  
Osceola Mills, PA 1666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2001-1894-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

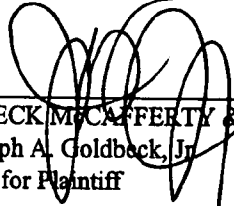
Amount Due

\$29,473.81

Interest from  
01/22/2001 to  
02/13/2002 at  
13.1900%

(Costs to be added)

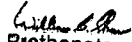
Prothonotary costs 140.00

  
GOLDBECK, McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

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

MAR 04 2003

Attest.

  
Prothonotary/  
Clerk of Courts

Term  
No. 2001-1894-CD  
**IN THE COURT OF COMMON PLEAS**

**WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.**

vs.

**JAMES E. SERAFIN and  
CYNTHIA R. SERAFIN  
(Mortgagor(s) and Record Owner(s))  
613 Hale Street  
Osceola Mills, PA 1666**

---

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

---

---

**Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff**

---

**Goldbeck McCafferty & McKeever  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322**

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

WELLS FARGO BANK MINNESOTA NA C/O  
COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

JAMES E. SERAFIN  
CYNTHIA R. SERAFIN  
613 Hale Street  
Osceola Mills, PA 1666

In the Court of Common Pleas of  
Clearfield County

No. 2001-1894-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: c Street Osceola Mills, PA 1666

See Exhibit "A" attached

AMOUNT DUE

\$29,473.81

Interest From 01/22/2001  
Through 02/13/2002

(Costs to be added)

Prothonotary costs 140.00

Dated: 3/4/03

Willie L. [Signature]  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received 3-4-03 @ 3:30 P.M.  
Chester A. Hawkins  
By Cynthia Butler-Aughenbaugh

Term  
No. 2001-1894-CD

IN THE COURT OF COMMON PLEAS

WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE  
HOME LOANS INC.

vs.

JAMES E. SERAFIN and  
CYNTHIA R. SERAFIN  
Mortgagor(s)  
613 Hale Street Osceola Mills, PA 1666

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$	_____
INTEREST from	\$29,473.81	_____
COSTS PAID:	\$	_____
PROTHY	\$	140.00
SHERIFF	\$	_____
STATUTORY	\$	_____
COSTS DUE PROTHY	\$	_____
Office of Judicial Support	\$	_____
Judg. Fee		
Cr.		
Sat.		

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck, McCafferty & McKeever**  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME SERAFIN NO. 01-1894-CD

NOW, June 6, 2003, 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 6TH day of JUNE 2003, I exposed the within described real estate of JAMES E. SERAFIN AND CYTHIA R. SERAFIN to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK MINNESOTA NA C/O COUNTRYWIDE HOME LOANS INC. 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	14.40
LEVY	15.00
MILEAGE	14.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	28.80
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

**TOTAL SHERIFF COSTS 258.04**

## DEED COSTS:

ACKNOWLEDGEMENT 5.00	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

## PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	29,473.81
INTEREST	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	

**TOTAL DEBT & INTEREST 29,473.81**

## COSTS:

ADVERTISING	265.86
TAXES - collector 04-Jan	127.05
TAXES - tax claim	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	258.04
LEGAL JOURNAL AD	58.50
PROTHONOTARY	140.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	165.00

**TOTAL COSTS 1,188.45**

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