

01-1967-CO  
WASHINGTON MUTUAL HOME LOANS, INC. -vs- DAVID LIEGEY

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL HOME LOANS, INC.,  
F/K/A PNC MORTGAGE CORP. OF AMERICA  
400 COUNTRYWIDE WAY  
SIMI VALLEY, CA 93065

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff  
v.

TERM

NO. 01-1967-C0

CLEARFIELD COUNTY

DAVID LIEGEY  
RD1 BOX 165  
FRENCHVILLE, PA 16836

Defendant(s)

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\*

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 attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU 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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

**FILED**

DEC 06 2001

Loan #: 805685

**William A. Shaw  
Prothonotary**

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

WASHINGTON MUTUAL HOME LOANS, INC.,  
F/K/A PNC MORTGAGE CORP. OF AMERICA  
400 COUNTRYWIDE WAY  
SIMI VALLEY, CA 93065

2. The name(s) and last known address(es) of the Defendant(s) are:

DAVID LIEGEY  
RD1 BOX 165  
FRENCHVILLE, PA 16836

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 3/31/95 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1666, Page 281.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 5/1/01 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	\$41,578.71
Interest	2,545.55
4/1/01 through 12/1/01	
(Per Diem \$10.39)	
Attorney's Fees	1,250.00
Cumulative Late Charges	96.60
3/31/95 to 12/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$46,020.86
Escrow	
Credit	0.00
Deficit	<u>477.15</u>
Subtotal	<u>\$ 477.15</u>
<b>TOTAL</b>	<b>\$46,498.01</b>

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.

8. Notice of Intention to Foreclose has been sent to Defendant(s) by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania.

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$46,498.01, together with interest from 12/1/01 at the rate of \$10.39 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



/s/ Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

ALL that certain pieca or parcel of land, with a residential dwelling and all other improvements thereon, situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point at the approximate center of old L.R. 17052, leading from Frenchville to Karthaus, and southwest corner of land of a larger parcel of land of which the herein described parcel is a part; thence N 8° 15' 36" E, passing through an iron pin 16.5 feet from the beginning of this course and passing along line of land now or formerly of Robert W. Liegey and Elizabeth Anne Liegey, formerly land of Clair Frelin, for a total course distance of 429.45 feet to an iron pin; thence S 81° 44' 24" E, through land now or formerly of Robert W. Liegey, et ux., 208.71 feet; thence S 8° 15' 36" W, still through lands now or formerly of Robert W. Liegey, et ux., and passing through an iron pin 16.5 feet from the end of this course for a total distance of 438.40 feet to a point at the approximate center of previously mention old L.R. 17052; thence N 79° 17' 10" W, along the approximate center of old L.R. 17052, 208.90 feet to a point and place of beginning. CONTAINING 2.079 acres of which 0.79 is considered highway right of way as shown on attached survey map in Deed Book 1268 at page 182.

BEING the same premises conveyed to CECIL M. MAHLON and MARY J. MAHLON, his wife, dated February 15, 1989 and recorded February 13, 1989 in Clearfield County Record Book 1268 at page 182.

PREMISES: RD1 BOX 165

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure is based upon information supplied by Plaintiff and is true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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.



Frank Federman, Esquire  
Attorney for Plaintiff

DATE: 12/5/01

**FILED**

DEC 06 2001 9th pd 80<sup>th</sup>

11:15 a.m  
William A. Shaw

Prothonotary

1 cc to Sheriff

**FILED**

DEC 13 2001

13:00 INDEX  
William A. Shaw  
Prothonotary

*WAS*

FEDERMAN AND PHELAN  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
Suite 1400  
One Penn Center  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

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WASHINGTON MUTUAL HOME LOANS, INC. : COURT OF COMMON PLEAS  
PLAINTIFF :  
vs. : CLEARFIELD COUNTY  
DAVID LIEGEY :  
DEFENDANT :  
: NO. 01-1967-CD  
:

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PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification with  
respect to the Complaint filed in the instant matter.

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: DECEMBER 11, 2001

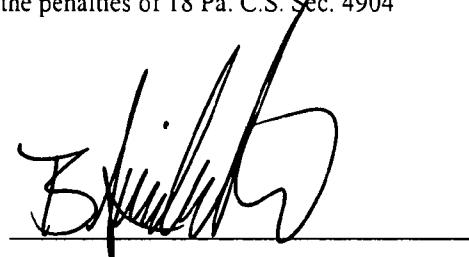
**FILED**

DEC 13 2001

William A. Shaw  
Prothonotary

VERIFICATION

BRANDON SCIUMBATO hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. 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.



DATE: 12-11-01

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

Sheriff Docket # 11835

**WASHINGTON MUTUAL HOME LOANS, INC.**

**01-1967-CD**

**VS.**

**LIEGEY, DAVID**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW, DECEMBER 10, 2001 AT 1:11 P.M. EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID LIEGEY, DEFENDANT AT RESIDENCE, RD#1 BOX 165, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIMBERLY LIEGEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: NEVLING**

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>28.40</b>	<b>SHERIFF HAWKINS, PAID BY ATTY.</b>
<b>10.00</b>	<b>SURCHARGE, PAID BY ATTY.</b>

**FILED**  
01/21/02  
JAN 16 2002 *[Signature]*

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

16 Day Of January 2002  
*William A. Shaw*

**So Answers,**

*Chester A. Hawkins  
by Marilyn Harry*  
Chester A. Hawkins  
Sheriff

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

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

WASHINGTON MUTUAL HOME LOANS, INC.,  
F/K/A PNC MORTGAGE CORP. OF AMERICA  
400 COUNTRYWIDE WAY  
SIMI VALLEY, CA 93065  
vs.  
DAVID LIEGEY  
RD 1 BOX 165  
FRENCHVILLE, PA 16836

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 01-1967-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against  
DAVID LIEGEY, Defendant(s) for failure to file an Answer to  
Plaintiff's Complaint within 20 days from service thereof and for  
foreclosure and sale of the mortgaged premises, and assess  
Plaintiff's damages as follows:

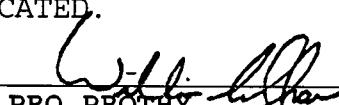
As set forth in Complaint	\$46,498.01
Interest - 12/1/01 TO 1/30/02	\$ 633.79
TOTAL	\$47,131.80

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: February 1, 2002

  
PRO PROTNY

**FILED**

FEB 01 2002

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

WASHINGTON MUTUAL HOME LOANS,  
INC., F/K/A PNC MORTGAGE CORP.  
OF AMERICA

: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: CLEARFIELD COUNTY  
: NO. 01-1967-60

Plaintiff

vs.

DAVID LIEGEY

Defendant (s)

TO: DAVID LIEGEY  
RD 1 BOX 165  
FRENCHVILLE, PA 16836

FILE COPY

DATE OF NOTICE: JANUARY 17, 2002

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed 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:

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

  
Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

WASHINGTON MUTUAL HOME LOANS, INC.,  
F/K/A PNC MORTGAGE CORP. OF AMERICA

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 01-1967-CD

vs.

DAVID LIEGEY

VERIFICATION OF NON-MILITARY SERVICE

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are 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 Act of Congress of 1940, as amended.

(b) that defendant DAVID LIEGEY is over 18 years of age and resides at RD 1 BOX 165, FRENCHVILLE, PA 16836.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE

**FILED**

FEB 01 2002

1/2 3:35 P.M.

William A. Shaw

Prothonotary Clerk

Notice to defendant  
Statement to the effect

820 rd by Jeff Federman

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

Washington Mutual Home Loans, Inc.  
Plaintiff(s)

No.: 2001-01967-CD

Real Debt: \$47,131.80

Atty's Comm:

Vs. Costs: \$

Int. From:

David Liegey  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 1, 2002

Expires: February 1, 2007

Certified from the record this 1st 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WASHINGTON MUTUAL HOME LOANS, INC.,  
F/K/A PNC MORTGAGE CORP. OF AMERICA

) NO. 01-1967-CD

Plaintiff

vs.

DAVID LIEGEY

)  
)

Defendants

Notice is given that a Judgment in the above-captioned matter has been entered against you on February 1, 2002.

By: Willie L. Hall  
Prothonotary

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180-3183

WASHINGTON MUTUAL HOME LOANS,  
INC., F/K/A PNC MORTGAGE  
CORP. OF AMERICA  
400 COUNTRYWIDE WAY  
SIMI VALLEY, CA 93065

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON  
: PLEAS  
:  
: CIVIL DIVISION  
:  
:

Plaintiff

: NO. 01-1967-CD

vs.

DAVID LIEGEY  
RD 1 BOX 165  
FRENCHVILLE, PA 16836

:  
:  
:  
:

Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$ 47,131.80
Interest from 1/31/02 (sale date) (per diem - \$7.75)	\$ _____ and Costs

  
FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT SUBURBAN STATION  
SUITE 1400  
PHILADELPHIA, PA 19103  
Attorney for Plaintiff

Note: Please attach description of property.

**FILED**

**FEB 01 2002**

William A. Shaw  
Prothonotary

NO. 01-1967-CD Term  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA

vs.

DAVID LIEGEY

---

PRAECLPTE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Filed:

  
\_\_\_\_\_  
Attorney for Plaintiff

RD 1 BOX 165  
FRENCHVILLE, PA 16836

Address:

Where papers may be served.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH A RESIDENTIAL DWELLING AND ALL OTHER IMPROVEMENTS THEREON, SITUATE IN COVINGTON TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE APPROXIMATE CENTER OF OLD L. R. 17052, LEADING FROM FRENCHVILLE TO KARTHAUS, AND SOUTHWEST CORNER OF LAND OF A LARGER PARCEL OF LAND OF WHICH THE HEREIN DESCRIBED PARCEL IS A PART; THENCE N 8 DEGREES 15' 36" E, PASSING THROUGH AN IRON PIN 16.5 FEET FROM THE BEGINNING OF THIS COURSE AND PASSING ALONG LINE OF LAND NOW OR FORMERLY OF ROBERT W. LIEGEY AND ELIZABETH ANNE LIEGEY, FORMERLY LAND OF CLAIR FRELIN, FOR A TOTAL COURSE DISTANCE OF 429.45 FEET TO AN IRON PIN; THENCE S 81 DEGREES 44' 24" E, THROUGH LAND NOW OR FORMERLY OF ROBERT W. LIEGEY, ET UX, 208.71 FEET; THENCE S 8 DEGREES 15: 36" W, STILL THROUGH LANDS NOW OR FORMERLY OF ROBERT W. LIEGEY, ET UX., AND PASSING THROUGH AN IRON PIN 16.5 FEET FROM THE END OF THIS COURSE FOR A TOTAL DISTANCE OF 438.40 FEET TO A POINT AT THE APPROXIMATE CENTER OF PREVIOUSLY MENTION OLD L. R. 17052; THENCE N 79 DEGREES 17' 10" W, ALONG THE APPROXIMATE CENTER OF OLD L. R. 17052, 208.90 FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING 2.079 ACRES OF WHICH 0.79 IS CONSIDERED HIGHWAY RIGHT OF WAY AS SHOWN ON ATTACHED SURVEY MAP IN DEED BOOK 1268 AT PAGE 182.

BEING THE SAME PREMISES CONVEYED TO DAVID LIEGEY BY DEED OF CECIL M. MAHON AND MARY J. MAHLON, HIS WIFE, DATED MARCH 31, 1995 AND INTENDING TO BE RECORDED SIMULTANEOUSLY HEREWITH.

Vested by Warranty Deed, dated 3/31/95, given by Cecil M. Mahlon and Mary J. Mahlon, his wife to David Liegey and recorded 3/31/95 in Book: 1666 Page: 278

**FILED**

FEB 01 2002

013.02 Catty Feed man  
William A. Shaw  
Prothonotary  
P.O. \$20.00

*CKL*  
Courtney Sherry

**COPY**

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

WASHINGTON MUTUAL HOME LOANS,  
INC., F/K/A PNC MORTGAGE  
CORP. OF AMERICA  
400 COUNTRYWIDE WAY  
SIMI VALLEY, CA 93065 : CLEARFIELD COUNTY  
Plaintiff : COURT OF COMMON  
vs. : PLEAS  
: CIVIL DIVISION  
DAVID LIEGEY : NO. 01-1967-CD  
RD 1 BOX 165 :  
FRENCHVILLE, PA 16836 :  
Defendant(s) :

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 (specifically described property below):

Premises RD 1 BOX 165, FRENCHVILLE, PA 16836  
(see attached legal description)

Amount Due	\$ 47,131.80
Interest from 1/31/02 (sale date) (per diem - \$7.75)	\$ _____
Total	\$ <u>58.40</u> Plus Costs as endorsed

Clerk  
Office of Prothonotary  
Common Pleas Court of  
CLEARFIELD County, PA

Dated: 2.1.02  
(Seal)

No. 01-1967-CD Term

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA

vs.

DAVID LIEGEY

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

*Paul Deller*  
\_\_\_\_\_  
Attorney for Plaintiff

RD 1 BOX 165  
FRENCHVILLE, PA 16836

Address:

Where papers may be served.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH A RESIDENTIAL DWELLING AND ALL OTHER IMPROVEMENTS THEREON, SITUATE IN COVINGTON TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE APPROXIMATE CENTER OF OLD L. R. 17052, LEADING FROM FRENCHVILLE TO KARTHAUS, AND SOUTHWEST CORNER OF LAND OF A LARGER PARCEL OF LAND OF WHICH THE HEREIN DESCRIBED PARCEL IS A PART; THENCE N 8 DEGREES 15' 36" E, PASSING THROUGH AN IRON PIN 16.5 FEET FROM THE BEGINNING OF THIS COURSE AND PASSING ALONG LINE OF LAND NOW OR FORMERLY OF ROBERT W. LIEGEY AND ELIZABETH ANNE LIEGEY, FORMERLY LAND OF CLAIR FRELIN, FOR A TOTAL COURSE DISTANCE OF 429.45 FEET TO AN IRON PIN; THENCE S 81 DEGREES 44' 24" E, THROUGH LAND NOW OR FORMERLY OF ROBERT W. LIEGEY, ET UX, 208.71 FEET; THENCE S 8 DEGREES 15: 36" W, STILL THROUGH LANDS NOW OR FORMERLY OF ROBERT W. LIEGEY, ET UX., AND PASSING THROUGH AN IRON PIN 16.5 FEET FROM THE END OF THIS COURSE FOR A TOTAL DISTANCE OF 438.40 FEET TO A POINT AT THE APPROXIMATE CENTER OF PREVIOUSLY MENTION OLD L. R. 17052; THENCE N 79 DEGREES 17" 10" W, ALONG THE APPROXIMATE CENTER OF OLD L. R. 17052, 208.90 FEET TO A POINT AND PLACE OF BEGINNING. CONTAINING 2.079 ACRES OF WHICH 0.79 IS CONSIDERED HIGHWAY RIGHT OF WAY AS SHOWN ON ATTACHED SURVEY MAP IN DEED BOOK 1268 AT AGE 182.

BEING THE SAME PREMISES CONVEYED TO DAVID LIEGEY BY DEED OF CECIL M. MAHON AND MARY J. MAHLON, HIS WIFE, DATED MARCH 31, 1995 AND INTENDING TO BE RECORDED SIMULTANEOUSLY HEREWITH.

Vested by Warranty Deed, dated 3/31/95, given by Cecil M. Mahlon and Mary J. Mahlon, his wife to David Liegey and recorded 3/31/95 in Book: 1666 Page: 278

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE  
CORP. OF AMERICA ) CIVIL ACTION  
 )

vs.

DAVID LIEGEY ) CIVIL DIVISION  
 ) NO. 01-1967-CD

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS:

I, FRANK FEDERMAN, ESQUIRE attorney for WASHINGTON MUTUAL  
HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA hereby  
verify that on 3/13/02 true and correct copies of the Notice of Sheriff's sale were served  
by certificate of mailing to the recorded lienholders, and any known interested party see  
Exhibit "A" attached hereto. Notice of Sale was sent to the Defendant(s) on 3/13/02 by  
certified mail return receipt requested see Exhibit "B" attached hereto.

DATE: April 16, 2002

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

**FILED**

APR 19 2002  
11:20 AM  
William A. Shaw  
Prothonotary

7160 3901 9844 7042 4799

**TO:** DAVID LIEGEY  
RD 1 BOX 165  
FRENCHVILLE, PA 16836

**SENDER:** TEAM2

**REFERENCE:** LIEGEY

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service

**Receipt for  
Certified Mail**

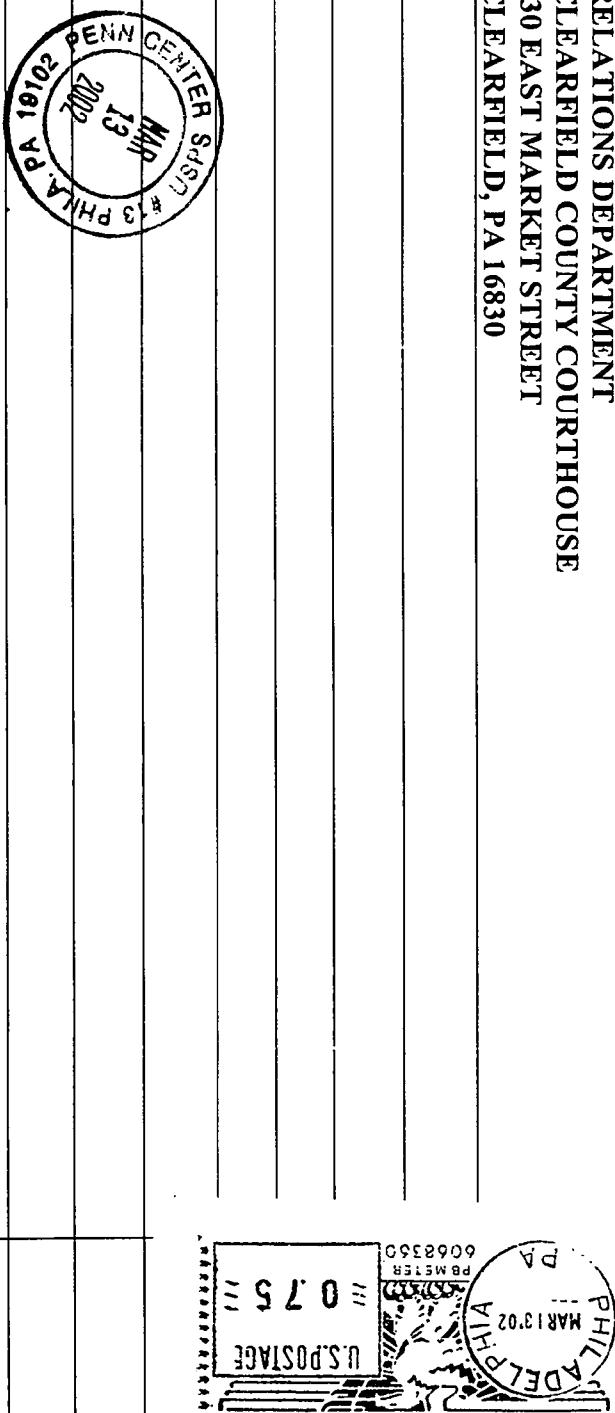
No Insurance Coverage Provided  
Do Not Use for International Mail



o Name and  
Address  
of Sender

FEDERMAN & PHELAN  
ONE PENN CENTER, SUBURBAN STATION, SUITE 1400  
PHILADELPHIA, PA 19102

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	GMW	TENANT/OCCUPANT RD 1 BOX 165 FRENCHVILLE, PA 16836		
2		COMMONWEALTH OF PA DEPT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
3		CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
4				
5				
6				
7				
8.				
9.				
10.				
11.		LIEGEY		
Total Number of Pieces Mailed by Sender 3		Postmaster, Per (Name of Receiving Employee) TEAM 2		



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

WASHINGTON MUTUAL HOME LOANS, : CLEARFIELD COUNTY  
INC., F/K/A PNC MORTGAGE :  
CORP. OF AMERICA : COURT OF COMMON  
400 COUNTRYWIDE WAY : PLEAS  
SIMI VALLEY, CA 93065 :  
Plaintiff : CIVIL DIVISION  
vs. : NO. 01-1967-CD  
DAVID LIEGEY :  
RD 1 BOX 165 :  
FRENCHVILLE, PA 16836 :  
Defendant(s) :

COMMONWEALTH OF PENNSYLVANIA:

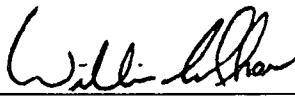
COUNTY OF CLEARFIELD:

**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 (specifically described property below):

Premises RD 1 BOX 165, FRENCHVILLE, PA 16836  
(see attached legal description)

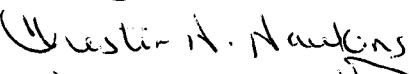
Amount Due	\$ 47,131.80
Interest from 1/31/02 (sale date) (per diem - \$7.75)	\$ _____
Total	\$ <u>158.40</u> Plus Costs as endorsed

  
\_\_\_\_\_  
Clerk  
Office of Prothonotary  
Common Pleas Court of  
CLEARFIELD County, PA

Dated: 2/1/02  
(Seal)

RECEIVED FEB 4 2002

(6:12:45 PM)

  
by Margaret N. Pitt

No. 01-1967-CD Term

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA

vs.

DAVID LIEGEY

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

*David Liegey*  
\_\_\_\_\_  
Attorney for Plaintiff

RD 1 BOX 165  
FRENCHVILLE, PA 16836

Address:

Where papers may be served.

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

**Sheriff Docket # 12112**

**WASHINGTON MUTUAL HOME LOANS ETAL**

**01-1967-CD**

**VS.**

**LIEGEY, DAVID**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, MARCH 22, 2002, AT 9:57 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, MAY 3, 2002, AT 10:00 AM O'CLOCK.**

**NOW, MARCH 22, 2002, AT 9:57 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON KIMBERLY G. LIEGEY, WIFE OF DAVID LIEGEY, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 165, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIMBERLY G. LIEGEY, WIFE OF DAVID LIEGEY, 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 2, 2002, RECEIVED CASHIER'S CHECK #207764 IN THE AMOUNT OF NINE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND FIFTY-SIX CENTS (\$9,659.56) FROM FRANCIS LIEGEY FOR AMOUNT ATTORNEY TOLD DEFENDANT WAS DUE TO BRING MORTGAGE CURRENT.**

**NOW, MAY 2, 2002, RECEIVED FAX FROM FRANK FEDERMAN, ATTORNEY FOR THE PLAINTIFF THAT SALE IS TO BE STAYED, AS MORTGAGE HAS BEEN BROUGHT CURRENT.**

**NOW, MAY 7, 2002, RETURN WRIT AS NO SALE HELD, AS DEFENDANTS BROUGHT MORTGAGE CURRENT, PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY, PAID ATTORNEY THE NINE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND FIFTY-SIX CENTS (\$9,659.56) THAT WE RECEIVED FROM FRANCIS LIEGEY.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12112

WASHINGTON MUTUAL HOME LOANS ETAL

01-1967-CD

VS.

LIEGEY, DAVID

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

SHERIFF HAWKINS \$393.07

SURCHARGE \$ 20.00

PAID BY ATTORNEY

---

Sworn to Before Me This

7<sup>th</sup> Day Of May 2002  
William Shaw

So Answers,

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

**FILED**

01351  
MAY 07 2002



William A. Shaw  
Prothonotary

**FEDERMAN AND PHELAN, L.L.P.**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**215-563-7000**  
**Main Fax 215-563-5534**

Trinity McDaniel  
Legal Assistant, Ext. 1280

Representing Lenders in  
Pennsylvania and New Jersey

May 2, 2002

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: PEGGY (814) 765-5915

Re: **WASHINGTON MUTUAL HOME LOANS, INC.,**  
**F/K/A PNC MORTGAGE CORP. OF AMERICA**  
**v. DAVID LIEGEY**  
**No. 01-1967-CD**  
**Premises: RD #1 BOX 165, FRENCHVILLE, PA 16836**

Dear Peggy:

It is my understanding that per a conversation with Phyllis Levin of our office you will be sending us funds in which the mortgagor gave you to reinstate his account.

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for MAY 3, 2002 due to this reinstatement.

Please return the original writ of execution to the Prothonotary as soon as possible.

Very truly yours,

Trinity McDaniel

cc: **COUNTRYWIDE HOME LOANS**  
Attention: [amy\\_burke@countrywide.com](mailto:amy_burke@countrywide.com)  
FileNo. 805685

**COPY**

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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

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

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	193.19
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	<u>30.00</u>
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 5.00
BILLING - PHONE - FAX	30.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 393.07</b>

DEED COSTS:

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

**TOTAL DEED COSTS**

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 47,131.80
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INTEREST FROM 1-31-02 TO SALE DATE  
TO BE ADDED

<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$</b>
<u>COSTS:</u>	
ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$
LEGAL JOURNAL AD	\$
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$
<b>ESCROW DEFICIENCY</b>	<b>\$</b>
AMOUNT RECEIVED FROM DEFENDANT	\$ 9,659.56
PAID TO ATTORNEY 5-7-02	
<b>TOTAL COSTS</b>	<b>\$ 922.95</b>

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

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
IDENTIFICATION NO. 12248  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**WASHINGTON MUTUAL HOME  
LOANS, INC., F/K/A PNC MORTGAGE  
CORP. OF AMERICA**

: CLEARFIELD County

: Court of Common Pleas

: CIVIL DIVISION

: NO. 01-1967-CD

**DAVID LIEGEY**

:

**Defendant(s)**

:

**PRAECIPE TO VACATE JUDGMENT  
AND MARK CASE DISCONTINUED AND ENDED  
WITHOUT PREJUDICE**

TO THE PROTHONOTARY:

Kindly vacate the Judgment which was entered on FEBRUARY 1, 2002  
against DAVID LIEGEY and , Defendants, in the amount of \$47,131.80 relative to the  
instant matter and mark this case discontinued and ended, without prejudice, upon  
payment of your costs only.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Dated: MAY 17, 2002

**FILED**

MAY 21 2002

William A. Shaw  
Prothonotary

**FILED**

MAY 21 2002

Atty pd. 7.00

*cc*  
William A. Shaw  
Prothonotary

*cc*  
Copy of disc. to CIA

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

**Washington Mutual Home Loans, Inc.  
f/k/a PNC Mortgage Corp. of America**

**Vs.**  
**David Liegey**

**No. 2001-01967-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 21, 2002 marked:

Judgment Vacated, Case Discontinued and Ended without Prejudice

Record costs in the sum of \$571.47 have been paid in full by Frank Federman, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of May A.D. 2002.

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William A. Shaw, Prothonotary