

02-513-CD  
WASHINGTON MUTUAL BANK, FA -vs- MICHAEL C. STYERS

Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 North Kings Highway, Suite 210  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff, Loan No. : 5918307454

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

COMPLAINT - CIVIL ACTION  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

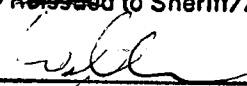
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses 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.

KEYSTONE LEGAL SERVICES  
211 ½ E. LOCUST ST.  
CLEARFIELD, PA 16830  
(814) 765-9646

FILED

MAY 17, 2002 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

APR 05 2002  
01/9/02 atty Hornbeck pd  
William A. Shaw \$80.00  
Prothonotary  
1cc Sheriff

### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo a partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandadas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandato y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIAL LEGAL.

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MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is WASHINGTON MUTUAL BANK, FA, with its principal place of business located at 9451 CORBIN AVENUE, BOX 1093, NORTHRIDGE, CA 91324-1093.
2. The names and last known addresses of the Defendants are: MICHAEL C. STYERS, 1109 DAISY STREET, CLEARFIELD, PA 16830.
3. The interest of each individual Defendant is as mortgagor, real owner of the real property subject to the mortgage described below, or both.
4. On or about AS RECORDED, Mortgagors made, executed and delivered a Mortgage upon the premises hereinafter described to WASHINGTON MUTUAL BANK, FA, which Mortgage is recorded as follows:

Office of the Recorder of Deeds in and for CLEARFIELD COUNTY

DATE OF MORTGAGE: AS RECORDED  
DATE RECORDED: AS RECORDED  
BOOK: AS RECORDED PAGE: AS RECORDED

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. 1019(g).

5. On or about AS RECORDED, in consideration of their indebtedness to WASHINGTON MUTUAL BANK, FA, MICHAEL C. STYERS made, executed and delivered to WASHINGTON MUTUAL BANK, FA their promissory Note in the original principal amount of \$31,500.00. The Note is referenced herein only insofar as the terms of the Note are incorporated into the Mortgage.

6. Plaintiff is the legal holder of the Mortgage by virtue of being either the original Mortgagee, the legal successor in interest to the original Mortgagee, or the present holder of the Mortgage by virtue of the following assignments:

ASSIGNOR: N/A  
ASSIGNEE: N/A  
DATE OF ASSIGNMENT: N/A  
RECORDING DATE: N/A  
BOOK: N/A PAGE: N/A

7. The Mortgage is secured by property located at 1109 DAISY STREET  
CLEARFIELD, PA 16830.

8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, due NOVEMBER 1, 2001 and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become immediately due and payable forthwith together with late charges, escrow deficit (if any), and costs of collection including title search fees and reasonable attorney's fees.

9. The following amounts are due on the Mortgage:

Principal Balance	\$23,078.42
7.875% interest from OCTOBER 1, 2001 to MARCH 29, 2002 at \$4.98 per day	\$761.94
Accrued Late Charges	\$89.47
Escrow Advances made by Plaintiff	\$55.16
Other Fees	\$22.95
Attorney's Fees	<u>\$3,501.00</u>
TOTAL AMOUNT DUE	<u>\$27,508.94</u>

Interest continues to accrue at the per diem rate of \$4.98 for every day after MARCH 29, 2002 that the debt remains unpaid.

10. During the course of this litigation costs may continue to accrue, including but not limited to escrow advances, late charges, attorney's fees, etc.

11. 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.

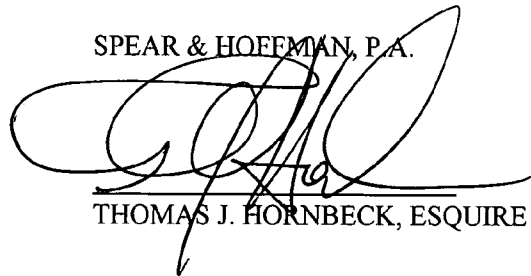
12. Pursuant to the notice provisions of Act 91, 35 P.S. §1680.403(c), and the notice provisions of Act 6, 41 P.S. §403, as governed by 12 Pa. Code Section 31.201 et seq. as amended by Act 160 of 1998 effective February 19, 1999, Plaintiff sent the combined Notice of Intention to Foreclose Mortgage and Act 91 notice to Defendants, dated JANUARY 12, 2002. Defendants have failed to cure the default and Defendants have failed to meet with the plaintiff or any of the consumer credit counseling agencies listed in the notice and/or have further failed to meet the time limitations specified in the notice and/or have been denied assistance from the Pennsylvania Housing Finance Agency.

14. Notice pursuant to the Fair Debt Collection Practices Act is attached as Exhibit "A".

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment IN REM in favor of Plaintiff and against the within named property of the Defendants in the amount set forth in paragraph 9, together with interest accruing after MARCH 29, 2002 to the date of Judgment, plus 6% legal rate of interest from date of Judgment to Final Sale, and Sheriff Sale costs, together with all costs of suit and any money hereafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs and any and all other advances hereafter made by the Plaintiff as stated in paragraph 10, pursuant to the rights and privileges granted under the terms of the subject mortgage, and for foreclosure and sale of the Mortgaged property.

DATE: 4/1/02

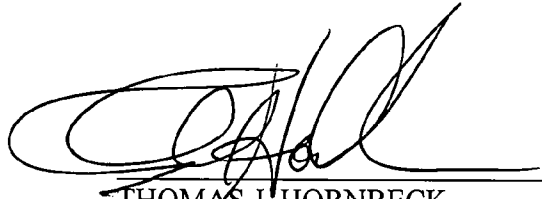
SPEAR & HOFFMAN, P.A.

A large, stylized handwritten signature in black ink, appearing to read 'TJ Hornbeck', is written over the printed name of Thomas J. Hornbeck, Esquire.

THOMAS J. HORNBECK, ESQUIRE

### VERIFICATION

I, THOMAS J. HORNBECK, verify that I am the attorney for the plaintiff in this action and that the foregoing Complaint in Mortgage Foreclosure is true and correct to the best of my knowledge, information and belief. I make this verification in lieu of WASHINGTON MUTUAL BANK, FA.. Plaintiff who is outside the jurisdiction of the court and its verification could not be obtained within the time allowed for filing this pleading. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

  
THOMAS J. HORNBECK  
Attorney for Plaintiff

DATE:



***Exhibit "A"***

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION  
PRACTICES ACT, (the Act) 15 U.S.C. SECTION 1601 AS AMENDED

1. This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting the debt.
2. The amount of the debt is stated in paragraph 9 of the Complaint.
3. The Plaintiff as named in the Complaint is the creditor to whom the debt is owed, or is servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the Complaint, evidenced by the copy of the mortgage note attached hereto, will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the Complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. Written requests should be addressed to Spear & Hoffman, P.A., 1020 North Kings Highway, Suite 210, Cherry Hill, NJ 08034.

• Spear & Hoffman, P.A.  
• BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 N. Kings Highway, Suite 210  
Cherry Hill, New Jersey 08034  
(856) 755-1560  
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

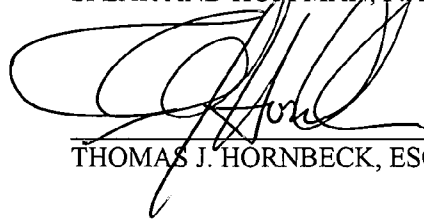
NO. 02-513-CD

PRAECIPE TO REINSTATE COMPLAINT IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure on the above-captioned matter.

SPEAR AND HOFFMAN, P.A.



THOMAS J. HORNBECK, ESQUIRE

**FILED**

FILED 17 2002  
m/ 1:45 PM  
William A. Shaw  
Prothonotary

  
PO  
7.00

2 REVISIONS TO SIGNATURE  
1 REVISIONS TO DATE

Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 North Kings Highway, Suite 210  
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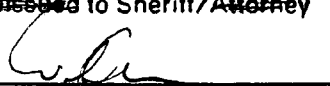
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KEYSTONE LEGAL SERVICES  
211 1/2 E. LOCUST ST.  
CLEARFIELD, PA 16830  
(814) 765-9646

May 17, 2002 Document  
Reinstated/Received to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

**FILED**

APR 16 2002

  
William A. Shaw  
Prothonotary

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BOOK: AS RECORDED PAGE: AS RECORDED

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6. Plaintiff is the legal holder of the Mortgage by virtue of being either the original Mortgagee, the legal successor in interest to the original Mortgagee, or the present holder of the Mortgage by virtue of the following assignments:

ASSIGNOR: N/A  
ASSIGNEE: N/A  
DATE OF ASSIGNMENT: N/A  
RECORDING DATE: N/A  
BOOK: N/A PAGE: N/A

7. The Mortgage is secured by property located at 1109 DAISY STREET  
CLEARFIELD, PA 16830.

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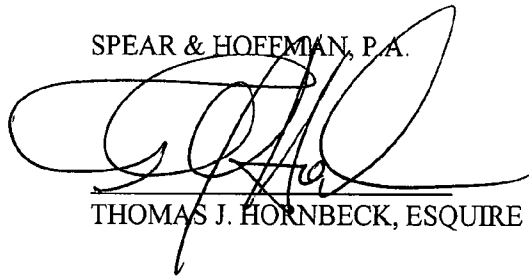
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WHEREFORE, Plaintiff respectfully requests this Court to enter judgment IN REM in favor of Plaintiff and against the within named property of the Defendants in the amount set forth in paragraph 9, together with interest accruing after MARCH 29, 2002 to the date of Judgment, plus 6% legal rate of interest from date of Judgment to Final Sale, and Sheriff Sale costs, together with all costs of suit and any money hereafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs and any and all other advances hereafter made by the Plaintiff as stated in paragraph 10, pursuant to the rights and privileges granted under the terms of the subject mortgage, and for foreclosure and sale of the Mortgaged property.

DATE: 4/1/02

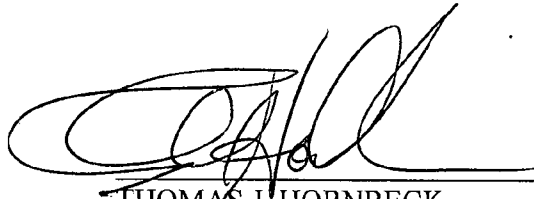
SPEAR & HOFFMAN, P.A.

A large, stylized handwritten signature in black ink, appearing to read 'T. Hornbeck', is written over the printed name and firm name.

THOMAS J. HORNBECK, ESQUIRE

### VERIFICATION

I, THOMAS J. HORNBECK, verify that I am the attorney for the plaintiff in this action and that the foregoing Complaint in Mortgage Foreclosure is true and correct to the best of my knowledge, information and belief. I make this verification in lieu of WASHINGTON MUTUAL BANK, FA.. Plaintiff who is outside the jurisdiction of the court and its verification could not be obtained within the time allowed for filing this pleading. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
THOMAS J. HORNBECK  
Attorney for Plaintiff

DATE:

***Exhibit "A"***

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PRACTICES ACT, (the Act) 15 U.S.C. SECTION 1601 AS AMENDED

1. This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting the debt.
2. The amount of the debt is stated in paragraph 9 of the Complaint.
3. The Plaintiff as named in the Complaint is the creditor to whom the debt is owed, or is servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the Complaint, evidenced by the copy of the mortgage note attached hereto, will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
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**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12339

WASHINGTON MUTUAL BANK

02-513-CD

VS.

STYERS, MICHAEL C.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MAY 8, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE  
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED"  
AS TO MICHEL C. STYERS, DEFENDANT. SEVERAL ATTEMPTS NOT HOME.

**Return Costs**

Cost	Description
22.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

9<sup>th</sup> Day Of May 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  
Sy Marilyn Harris

Chester A. Hawkins  
Sheriff

**FILED**

012:12  
MAY 09 2002

62

William A. Shaw  
Prothonotary  
Page 1 of 1

**COPY**

Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
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I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

APR 05 2002

Attest.

*William L. Hoffman*  
Prothonotary/  
Clerk of Courts

### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo a partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandadas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandato y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIAL LEGAL.

KEYSTONE LEGAL SERVICES

211 ½ E. LOCUST ST.

CLEARFIELD, PA 16830

(814) 765-9646



Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 North Kings Highway, Suite 210  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff, Loan No. : 5918307454

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is WASHINGTON MUTUAL BANK, FA, with its principal place of business located at 9451 CORBIN AVENUE, BOX 1093, NORTHRIDGE, CA 91324-1093.
2. The names and last known addresses of the Defendants are: MICHAEL C. STYERS, 1109 DAISY STREET, CLEARFIELD, PA 16830.
3. The interest of each individual Defendant is as mortgagor, real owner of the real property subject to the mortgage described below, or both.
4. On or about AS RECORDED, Mortgagors made, executed and delivered a Mortgage upon the premises hereinafter described to WASHINGTON MUTUAL BANK, FA, which Mortgage is recorded as follows:

Office of the Recorder of Deeds in and for CLEARFIELD COUNTY

DATE OF MORTGAGE: AS RECORDED  
DATE RECORDED: AS RECORDED  
BOOK: AS RECORDED PAGE: AS RECORDED

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. 1019(g).

5. On or about AS RECORDED, in consideration of their indebtedness to WASHINGTON MUTUAL BANK, FA, MICHAEL C. STYERS made, executed and delivered to WASHINGTON MUTUAL BANK, FA their promissory Note in the original principal amount of \$31,500.00. The Note is referenced herein only insofar as the terms of the Note are incorporated into the Mortgage.

6. Plaintiff is the legal holder of the Mortgage by virtue of being either the original Mortgagee, the legal successor in interest to the original Mortgagee, or the present holder of the Mortgage by virtue of the following assignments:

ASSIGNOR: N/A  
ASSIGNEE: N/A  
DATE OF ASSIGNMENT: N/A  
RECORDING DATE: N/A  
BOOK: N/A PAGE: N/A

7. The Mortgage is secured by property located at 1109 DAISY STREET  
CLEARFIELD, PA 16830.

8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, due NOVEMBER 1, 2001 and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become immediately due and payable forthwith together with late charges, escrow deficit (if any), and costs of collection including title search fees and reasonable attorney's fees.

9. The following amounts are due on the Mortgage:

Principal Balance	\$23,078.42
7.875% interest from OCTOBER 1, 2001 to MARCH 29, 2002 at \$4.98 per day	\$761.94
Accrued Late Charges	\$89.47
Escrow Advances made by Plaintiff	\$55.16
Other Fees	\$22.95
Attorney's Fees	<u>\$3,501.00</u>
TOTAL AMOUNT DUE	<u>\$27,508.94</u>

Interest continues to accrue at the per diem rate of \$4.98 for every day after MARCH 29, 2002 that the debt remains unpaid.

10. During the course of this litigation costs may continue to accrue, including but not limited to escrow advances, late charges, attorney's fees, etc.

11. 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.

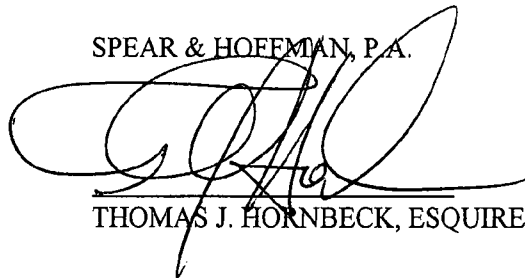
12. Pursuant to the notice provisions of Act 91, 35 P.S. §1680.403(c), and the notice provisions of Act 6, 41 P.S. §403, as governed by 12 Pa. Code Section 31.201 et seq. as amended by Act 160 of 1998 effective February 19, 1999, Plaintiff sent the combined Notice of Intention to Foreclose Mortgage and Act 91 notice to Defendants, dated JANUARY 12, 2002. Defendants have failed to cure the default and Defendants have failed to meet with the plaintiff or any of the consumer credit counseling agencies listed in the notice and/or have further failed to meet the time limitations specified in the notice and/or have been denied assistance from the Pennsylvania Housing Finance Agency.

14. Notice pursuant to the Fair Debt Collection Practices Act is attached as Exhibit "A".

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment IN REM in favor of Plaintiff and against the within named property of the Defendants in the amount set forth in paragraph 9, together with interest accruing after MARCH 29, 2002 to the date of Judgment, plus 6% legal rate of interest from date of Judgment to Final Sale, and Sheriff Sale costs, together with all costs of suit and any money hereafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs and any and all other advances hereafter made by the Plaintiff as stated in paragraph 10, pursuant to the rights and privileges granted under the terms of the subject mortgage, and for foreclosure and sale of the Mortgaged property.

DATE: 4/1/02

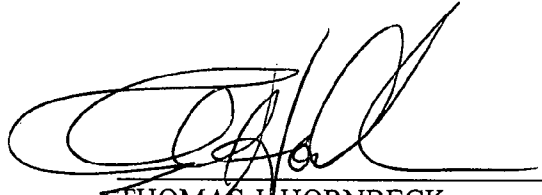
SPEAR & HOFFMAN, P.A.

A large, stylized handwritten signature in black ink, appearing to read 'T. Hornbeck', is written over the printed name of Thomas J. Hornbeck.

THOMAS J. HORNBECK, ESQUIRE

### VERIFICATION

I, THOMAS J. HORNBECK, verify that I am the attorney for the plaintiff in this action and that the foregoing Complaint in Mortgage Foreclosure is true and correct to the best of my knowledge, information and belief. I make this verification in lieu of WASHINGTON MUTUAL BANK, FA.. Plaintiff who is outside the jurisdiction of the court and its verification could not be obtained within the time allowed for filing this pleading. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.



THOMAS J. HORNBECK  
Attorney for Plaintiff

DATE:

*Exhibit "A"*

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION  
PRACTICES ACT, (the Act) 15 U.S.C. SECTION 1601 AS AMENDED

1. This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting the debt.
2. The amount of the debt is stated in paragraph 9 of the Complaint.
3. The Plaintiff as named in the Complaint is the creditor to whom the debt is owed, or is servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the Complaint, evidenced by the copy of the mortgage note attached hereto, will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the Complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. Written requests should be addressed to Spear & Hoffman, P.A., 1020 North Kings Highway, Suite 210, Cherry Hill, NJ 08034.

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

Sheriff Docket # 12339

WASHINGTON MUTUAL BANK

02-513-CD

VS.

STYERS, MICHAEL C.

COMPLAINT IN MORTGAGE FORECLOSURE

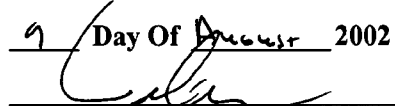
**SHERIFF RETURNS**

NOW JUNE 7, 2002 AT 2:23 PM DST SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON MICHAEL C. STYERS, DEFENDANT AT  
RESIDENCE, OLD SR 879 & STONEHOUSE ROAD, LECONTES MILLS,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DON GEARHART,  
ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE  
CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**


Cost	Description
22.79	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This


9 Day Of August 2002  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

AUG 07 2002  
01/4:00/12  
William A. Shaw  
Prothonotary 



Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 N. Kings Highway, Suite 210  
Cherry Hill, New Jersey 08034  
(856) 755-1560  
Attorney for Plaintiff

CCPY

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

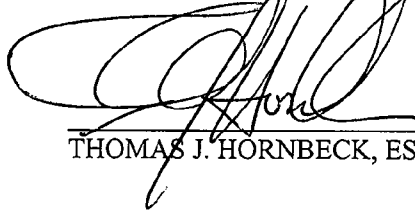
NO. 02-513-CD

PRAECIPE TO REINSTATE COMPLAINT IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure on the above-captioned matter.

SPEAR AND HOFFMAN, P.A.




THOMAS J. HORNBECK, ESQUIRE

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

MAY 17 2002

Attest.

  
Prothonotary/  
Clerk of Courts

Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 North Kings Highway, Suite 210  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff, Loan No. : 5918307454

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

COMPLAINT - CIVIL ACTION  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by 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.

KEYSTONE LEGAL SERVICES  
211 1/2 E. LOCUST ST.  
CLEARFIELD, PA 16830  
(814) 765-9646

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

MAY 17 2002

Attest,

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

MAY 17, 2002 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*  
Deputy Prothonotary

FILED  
APR 06 2002  
m/g  
William A. Shaw  
Prothonotary

Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 North Kings Highway, Suite 210  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff, Loan No. : 5918307454

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

COMPLAINT - CIVIL ACTION  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by 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.

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KEYSTONE LEGAL SERVICES  
211 ½ E. LOCUST ST.  
CLEARFIELD, PA 16830  
(814) 765-9646

### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) días de plazo a partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandadas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademàs, la corte puede decidir a favor del demandato y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIAL LEGAL.

KEYSTONE LEGAL SERVICES  
211 ½ E. LOCUST ST.  
CLEARFIELD, PA 16830  
(814) 765-9646

Spear & Hoffman, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
Attorney I.D. No. 80057  
1020 North Kings Highway, Suite 210  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff, Loan No. : 5918307454

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is WASHINGTON MUTUAL BANK, FA, with its principal place of business located at 9451 CORBIN AVENUE, BOX 1093, NORTHRIDGE, CA 91324-1093.
2. The names and last known addresses of the Defendants are: MICHAEL C. STYERS, 1109 DAISY STREET, CLEARFIELD, PA 16830.
3. The interest of each individual Defendant is as mortgagor, real owner of the real property subject to the mortgage described below, or both.
4. On or about AS RECORDED, Mortgagors made, executed and delivered a Mortgage upon the premises hereinafter described to WASHINGTON MUTUAL BANK, FA, which Mortgage is recorded as follows:

Office of the Recorder of Deeds in and for CLEARFIELD COUNTY

DATE OF MORTGAGE: AS RECORDED

DATE RECORDED: AS RECORDED

BOOK: AS RECORDED PAGE: AS RECORDED

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. 1019(g).

5. On or about AS RECORDED, in consideration of their indebtedness to WASHINGTON MUTUAL BANK, FA, MICHAEL C. STYERS made, executed and delivered to WASHINGTON MUTUAL BANK, FA their promissory Note in the original principal amount of \$31,500.00. The Note is referenced herein only insofar as the terms of the Note are incorporated into the Mortgage.

6. Plaintiff is the legal holder of the Mortgage by virtue of being either the original Mortgagee, the legal successor in interest to the original Mortgagee, or the present holder of the Mortgage by virtue of the following assignments:

ASSIGNOR: N/A  
ASSIGNEE: N/A  
DATE OF ASSIGNMENT: N/A  
RECORDING DATE: N/A  
BOOK: N/A PAGE: N/A

7. The Mortgage is secured by property located at 1109 DAISY STREET CLEARFIELD, PA 16830.

8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, due NOVEMBER 1, 2001 and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become immediately due and payable forthwith together with late charges, escrow deficit (if any), and costs of collection including title search fees and reasonable attorney's fees.

9. The following amounts are due on the Mortgage:

Principal Balance	\$23,078.42
7.875% interest from OCTOBER 1, 2001 to MARCH 29, 2002 at \$4.98 per day	\$761.94
Accrued Late Charges	\$89.47
Escrow Advances made by Plaintiff	\$55.16
Other Fees	\$22.95
Attorney's Fees	<u>\$3,501.00</u>
TOTAL AMOUNT DUE	<u>\$27,508.94</u>

Interest continues to accrue at the per diem rate of \$4.98 for every day after MARCH 29, 2002 that the debt remains unpaid.

10. During the course of this litigation costs may continue to accrue, including but not limited to escrow advances, late charges, attorney's fees, etc.

11. 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.

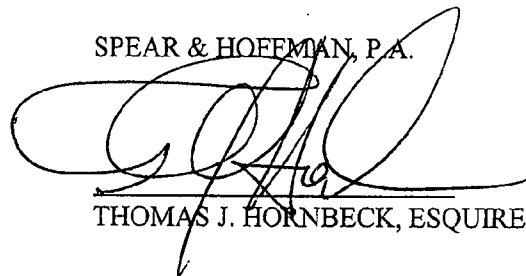
12. Pursuant to the notice provisions of Act 91, 35 P.S. §1680.403(c), and the notice provisions of Act 6, 41 P.S. §403, as governed by 12 Pa. Code Section 31.201 et seq. as amended by Act 160 of 1998 effective February 19, 1999, Plaintiff sent the combined Notice of Intention to Foreclose Mortgage and Act 91 notice to Defendants, dated JANUARY 12, 2002. Defendants have failed to cure the default and Defendants have failed to meet with the plaintiff or any of the consumer credit counseling agencies listed in the notice and/or have further failed to meet the time limitations specified in the notice and/or have been denied assistance from the Pennsylvania Housing Finance Agency.

14. Notice pursuant to the Fair Debt Collection Practices Act is attached as Exhibit "A".

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment IN REM in favor of Plaintiff and against the within named property of the Defendants in the amount set forth in paragraph 9, together with interest accruing after MARCH 29, 2002 to the date of Judgment, plus 6% legal rate of interest from date of Judgment to Final Sale, and Sheriff Sale costs, together with all costs of suit and any money hereafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs and any and all other advances hereafter made by the Plaintiff as stated in paragraph 10, pursuant to the rights and privileges granted under the terms of the subject mortgage, and for foreclosure and sale of the Mortgaged property.

DATE: 4/1/02

SPEAR & HOFFMAN, P.A.

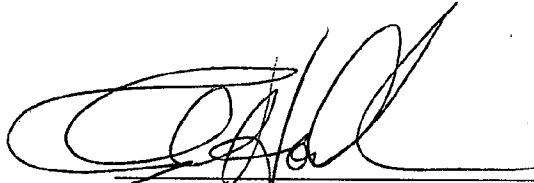
A large, stylized handwritten signature in black ink, appearing to read 'TJH', is written over the printed name of Thomas J. Hornbeck.

THOMAS J. HORNBECK, ESQUIRE



### VERIFICATION

I, THOMAS J. HORNBECK, verify that I am the attorney for the plaintiff in this action and that the foregoing Complaint in Mortgage Foreclosure is true and correct to the best of my knowledge, information and belief. I make this verification in lieu of WASHINGTON MUTUAL BANK, FA.. Plaintiff who is outside the jurisdiction of the court and its verification could not be obtained within the time allowed for filing this pleading. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
THOMAS J. HORNBECK  
Attorney for Plaintiff

DATE:

*Exhibit "A"*

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION  
PRACTICES ACT, (the Act) 15 U.S.C. SECTION 1601 AS AMENDED

1. This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting the debt.
2. The amount of the debt is stated in paragraph 9 of the Complaint.
3. The Plaintiff as named in the Complaint is the creditor to whom the debt is owed, or is servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the Complaint, evidenced by the copy of the mortgage note attached hereto, will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the Complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. Written requests should be addressed to Spear & Hoffman, P.A., 1020 North Kings Highway, Suite 210, Cherry Hill, NJ 08034.

CP  
SPEAR & HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 N. KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
ATTORNEY FOR PLAINTIFF  
LOAN# 5918307454

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

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

TO THE PROTHONOTARY:

Enter Judgment IN REM in the amount of \$30,170.57 in favor of the Plaintiff and against the defendant(s), jointly and severally, for failure to file an answer to Plaintiff's Complaint in Mortgage Foreclosure within 20 days from service thereof and assess Plaintiff's damages as follows and calculated as stated in the Complaint:

Principal of mortgage debt due and unpaid  
Interest at 7.875% from NOVEMBER 1, 2001  
to DECEMBER 4, 2002  
(430 days @ \$4.98 per diem)  
Late charges (for certain months prior  
to default and every month after  
at a rate of \$14.94 per month)  
Escrow Advance (As stated in Complaint)  
Other Fees  
Attorneys Fees (As stated in Complaint)

TOTAL AMOUNT DUE

**FILED**

DEC 9 2002

12/11/02  
William A. Shaw  
Prothonotary

\$23,078.42

\$2,141.40


\$89.47

\$1,337.33

\$22.95

\$3,501.00

\$30,170.57

  
LAURENCE R. CHASHIN, ESQUIRE  
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s) and damages are assessed as above in the sum of \$30,170.57.

  
PRO PROTHY

SPEAR AND HOFFMAN, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
ATTORNEY I.D. NO. 79294  
1020 NORTH KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
FAX (856) 755-1570  
ATTORNEY FOR PLAINTIFF, LOAN NO. : 5918307454

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

NOTICE

To: MICHAEL C. STYERS  
OLD STATE ROUTE 879 AND STONEHOUSE ROAD  
LECONTES MILLS, PA 16850

Date of Notice: JULY 19, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET HELP:

KEYSTONE LEGAL SERVICES  
211 ½ E. LOCUST ST.  
CLEARFIELD, PA 16830  
(814) 765-9646



THOMAS J. HORNBECK, ESQUIRE  
Attorney for Plaintiff

**THIS LAW FIRM MAY BE DEEMED A "DEBT COLLECTOR" UNDER THE FAIR DEBT COLLECTION PRACTICES ACT. ANY AND ALL INFORMATION OBTAINED DURING THE PROSECUTION OF THIS LAWSUIT MAY BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

SPEAR & HOFFMAN, P.A.  
BY: THOMAS J. HORNBECK, ESQUIRE  
ATTORNEY I.D. NO. 80057  
1020 NORTH KINGS HIGHWAY  
SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
FAX (856) 755-1570  
ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

CERTIFICATION OF  
MAILING NOTICE PURSUANT  
TO RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to file a Praecipe for the Entry of Default Judgment was mailed to Defendant(s) and to his, her or their attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of the Praecipe for the Entry of Judgment. A true and correct copy of each Notice is attached hereto, sent as stated.

SPEAR & HOFFMAN, P.A.

Dated: JULY 19, 2002

BY:   
THOMAS J. HORNBECK, ESQUIRE  
Attorney for Plaintiff

**FILED**

M 11:43 PM Dec 9 2002  
sent to Plaintiff atty.  
notice to def.

DEC 09 2002

William A. Shaw  
Prothonotary

SPEAR & HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 N. KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANTS

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO. 02-513-CD

**CERTIFICATE OF SERVICE**

We, Spear and Hoffman, P.A., Attorney for the Plaintiff, hereby certify that we have served by first class mail, postage prepaid, true and correct copies of the attached papers upon the following person(s) or their attorney of record:

MICHAEL C. STYERS  
OLD STATE ROUTE 879 AND STONEHOUSE ROAD  
LECONTES MILLS, PA 16850

Date mailed:

12/5/02

SPEAR & HOFFMAN, P.A.

BY:

  
LAURENCE R. CHASHIN, ESQUIRE

SPEAR & HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 N. KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANTS

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO. 02-513-CD

**CERTIFICATION OF ADDRESS**

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093

and that the last known address(es) of the judgment debtor (Defendant (s)) is (are):

MICHAEL C. STYERS  
OLD STATE ROUTE 879 AND STONEHOUSE ROAD  
LECONTES MILLS, PA 16850

SPEAR & HOFFMAN, P.A.

BY:

  
LAURENCE R. CHASHIN, ESQUIRE



SPEAR & HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 N. KINGS HIGHWAY, SUITE 210  
CHERRY HILL, N.J. 08034  
(856) 755-1560  
ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

LAURENCE R. CHASHIN, ESQUIRE, being duly sworn according to law, deposes and says that he is attorney for Plaintiff in the above-captioned matter, that he makes this Affidavit on Plaintiff's behalf, and that the statements in this Affidavit are true to the best of his knowledge, information and belief.

Defendant, MICHAEL C. STYERS, is over 21 years of age. His last employment is unknown.

Defendant is not in the military service of the United States as contemplated by the Soldiers' and Sailors' Civil Relief Act, as amended.

This Affidavit is made in connection with the judgment upon a note and mortgage secured upon the premises located at 1109 DAISY STREET, CLEARFIELD, PA 16830.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 5th  
DAY OF Dec, 2002

Terril L. Smith

BY:

Laurence R. Chashin  
LAURENCE R. CHASHIN, ESQUIRE

December 4, 2002

TERRI L. SMITH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JAN. 28, 2007

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

Washington Mutual Bank, FA  
Plaintiff(s)

Vs.

Michael Clair Styers  
Defendant(s)

No.: 2002-00513-CD

Real Debt: \$30,170.57

Atty's Comm:

Costs: \$

Int. From:

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 9, 2002

Expires: December 9, 2007

Certified from the record this 9th Day of December



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

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

COPY

Washington Mutual Bank, FA

Vs.

No. 2002-00513-CD

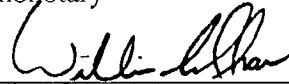
Michael Clair Styers

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$30,170.57 on the December 9, 2002.

William A. Shaw

Prothonotary



William A. Shaw

**COPY**

SPEAR & HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 N. KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
ATTORNEY FOR PLAINTIFF  
LOAN# 5918307454

WASHINGTON MUTUAL BANK, FA  
9451 CORBIN AVENUE  
PO BOX 1093  
NORTHRIDGE, CA 91324-1093  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830  
DEFENDANTS

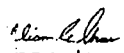
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

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

DEC 09 2002

Attest.

  
Prothonotary/  
Clerk of Courts

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

TO THE PROTHONOTARY:

Enter Judgment IN REM in the amount of \$30,170.57 in favor of the Plaintiff and against the defendant(s), jointly and severally, for failure to file an answer to Plaintiff's Complaint in Mortgage Foreclosure within 20 days from service thereof and assess Plaintiff's damages as follows and calculated as stated in the Complaint:

Principal of mortgage debt due and unpaid	\$23,078.42
Interest at 7.875% from NOVEMBER 1, 2001 to DECEMBER 4, 2002 (430 days @ \$4.98 per diem)	\$2,141.40
Late charges (for certain months prior to default and every month after at a rate of \$14.94 per month)	\$89.47
Escrow Advance (As stated in Complaint)	\$1,337.33
Other Fees	\$22.95
Attorneys Fees (As stated in Complaint)	\$3,501.00
<b>TOTAL AMOUNT DUE</b>	<b>\$30,170.57</b>

  
LAURENCE R. CHASHIN, ESQUIRE  
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s) and damages are assessed as above in the sum of \$30,170.57.

\_\_\_\_\_  
PRO PROTHY

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

WASHINGTON MUTUAL BANK, FA

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

vs.

No. 02-513-CD

MICHAEL C. STYERS

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

AMOUNT DUE


\$30,170.57

Interest from DECEMBER 5, 2002

\$ \_\_\_\_\_

(Costs to be added)

Prothonotary costs 127.00  
\$ \_\_\_\_\_



SPEAR & HOFFMAN, P.A.

BY: LAURENCE R. CHASHIN, ESQUIRE  
Attorney for Plaintiff

**FILED**

DEC 13 2002

William A. Shaw  
Prothonotary

FILED

*(initials)*

*m 14:56 ~~est~~ Atty pd. 20.00*  
DEC 13 2002

William A. Shaw  
Prothonotary

*1 cc orle whts to Sh ff*

WRIT OF EXECUTION - MORTGAGE FORECLOSURE  
P.R.C.P. 3180 TO 3183 AND RULE 3257

WASHINGTON MUTUAL BANK, FA

PLAINTIFF,

vs.

MICHAEL C. STYERS

DEFENDANT(S)

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY

DOCKET NO. 02-513-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 (specifically described property below):

Premises: 1109 DAISY STREET  
CLEARFIELD, PA 16830

Amount Due \$30,170.57

Interest from DECEMBER 5, 2002 \$

Total \$

Plus costs as endorsed \$

Prothonotary costs 127.00

  
.....

Prothonotary, Common Pleas  
Court of CLEARFIELD County

Dated: December 13, 2002

(seal)

No. 02-513-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, FA

vs.

MICHAEL C. STYERS


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

Costs

Prothy Paid\$ \_\_\_\_\_

Writ, Ret. & Sat.\$ \_\_\_\_\_

TOTAL COSTS\$ \_\_\_\_\_

  
Laurence R. Chashin, Esquire  
Attorney for Plaintiff

SPEAR & HOFFMAN, P.A.  
1020 N. Kings Highway, Suite 210  
Cherry Hill, N.J. 08034  
(856) 755-1560



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

Sheriff Docket # 13520

WASHINGTON MUTUAL BANK, FA

02-513-CD

VS.

STYERS, MICHAEL C.

WRIT OF EXECUTION    REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JANUARY 20, 2003 @ 10:00 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF MARCH 7, 2003 WAS SET.

JANUARY 21, 2003 UNABLE TO SERVE DEFENDANT HOUSE WAS EMPTY. INFORMED  
ATTORNEY.

NOW, FEBRUARY 21, 2003 INFORMED BY ATTORNEY THAT ATTORNEY OFFICE  
HAD SERVICE ON MICHAEL C. STYERS.

NOW, MARCH 4, 2003 RECEIVED LETTER FROM PLAINTIFF ATTORNEY TO  
STAY THE SALE IN ORDER FOR THEM TO OBTAIN AND SUPPLY THE SHERIFF  
OFFICE WITH THE PROPER DOCUMENTATION REFLECTING TITLE TO THE  
PROPERTY FOR SHERIFF SALE.

NOW, MAY 19, 2003 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED  
ADVANCE TO ATTORNEY.

NOW, MAY 19, 2003 RETURN WRIT AS NO SALE HELD. SALE STAYED BY  
PLAINTIFF ATTORNEY.

SHERIFF HAWKINS    \$175.80

SURCHARGE    \$20.00

PAID BY ATTORNEY

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

Sheriff Docket # 13520

WASHINGTON MUTUAL BANK, FA

02-513-CD

VS.

STYERS, MICHAEL C.

WRIT OF EXECUTION    REAL ESTATE

**SHERIFF RETURNS**

---

---

Sworn to Before Me This

19th Day Of May 2003  
William L. Lister

*WLL*

So Answers,

Chester A. Hawkins  
Det. Cynthia Butler Aufenkauf  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION - MORTGAGE FORECLOSURE  
P.R.C.P. 3180 TO 3183 AND RULE 3257

WASHINGTON MUTUAL BANK, FA

PLAINTIFF,

vs.

MICHAEL C. STYERS

DEFENDANT(S)

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY

DOCKET NO. 02-513-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 (specifically described property below):

Premises: 1109 DAISY STREET  
CLEARFIELD, PA 16830

Amount Due \$30,170.57

Interest from DECEMBER 5, 2002 \$

Total \$

Plus costs as endorsed \$

Prothonotary costs 127.00

*William L. Shars*  
Prothonotary, Common Pleas  
Court of CLEARFIELD County

Dated: December 13, 2002

(seal)

Received 12-13-02 @ 3:00 P.M.

Chester A. Hawkins

by Cynthia Butler-Ayhenkayh

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NAME      STYERS      NO.      02-513-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 for 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	9.36
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	15.00

**TOTAL SHERIFF COSTS      175.80**

## **DEED COSTS:**

ACKNOWLEDGEMENT  
REGISTER & RECORDER  
TRANSFER TAX 2%

**TOTAL DEED COSTS      0.00**

## **DEBIT & INTEREST:**

DEBT-AMOUNT DUE	30,170.57
INTEREST FROM 12/5/02	
TO BE ADDED      TO SALE DATE	

**TOTAL DEBT & INTEREST      30,170.57**

## **COSTS:**

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	226.17
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	175.80
LEGAL JOURNAL AD	117.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	127.00
MORTGAGE SEARCH	

## **SATISFACTION FEE**

**ESCROW DEFICIENCY**  
**MUNICIPAL LIEN**

**TOTAL COSTS      645.97**

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

Law Offices

**Spear and Hoffman, P.A.**

Irvine C. Spear (1922-1976)

March 4, 2003

OSHERIFF CLEARFIELD COUNTY  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
ATTN: Real Estate Department

RE: WASHINGTON MUTUAL BANK, FA vs. MICHAEL C. STYERS  
Docket No. 02-513-CD  
Sale Date: MARCH 7, 2003  
Our File WMS-P-838

Dear Sir/Madam:

Kindly stay the sale scheduled for the above-referenced case in order to obtain and supply you with the proper documentation reflecting that we have title to this property.

In order for our firm to properly bill our client, please take same time to send us either the refund or the amount due and owing, whichever applies.

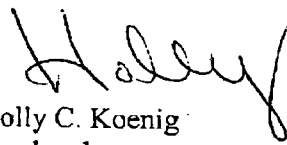
Please return the writ to the prothonotary.

If you have any questions or concerns, please do not hesitate to contact the undersigned.

Thank you for your anticipated cooperation and courtesy in this matter.

Very truly yours,

SPEAR AND HOFFMAN, P.A.

  
Holly C. Koenig  
Paralegal

/hck

VIA FACSIMILE TO 814-765-5915

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,  
vs.  
MICHAEL C. STYERS  
DEFENDANT(S)

DOCKET NO. 02-513-CD

AND NOW, this 30<sup>th</sup> day of January, 2003, pursuant to Plaintiff's Motion for Special

Service shall be deemed proper upon the following methods:

\_\_\_\_ Other, as required by the Court: \_\_\_\_\_

f special service.

William A. Shaw  
Prothonotary

**FILED** Ice Atty Chaslin

2/2:47 PM  
JAN 30 2003

William A. Shaw  
Prothonotary

*[Signature]*

4  
SPEAR AND HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 NORTH KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
ATTORNEY FOR PLAINTIFF, LOAN NO. 5918307454

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT(S)

CX  
COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO. 02-513-CD

MOTION FOR SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT

Plaintiff, by and through its counsel, LAURENCE R. CHASHIN, ESQUIRE, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure and Notice of Sale upon the above-captioned Defendant(s) by Certified mail and regular mail and by posting of the premises: 1109 DAISY STREET, CLEARFIELD, PA 16830 and in support thereof avers the following:

1. Attempts to serve Defendant(s) with the Complaint and Notice of Sale have been unsuccessful, as indicated by the Return of Service by the Sheriff's Office (Legal Process Server) and/or proof of additional attempts at service attached hereto as Exhibit "A".
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant(s). An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".

FILED

JAN 28 2003

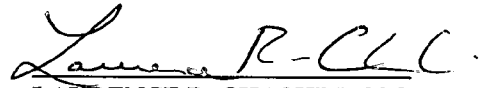
William A. Shaw  
Prothonotary



WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint in Mortgage Foreclosure and Notice of Sale by certified mail and regular mail and by posting of the premises.

Respectfully submitted,

SPEAR & HOFFMAN, P.A.

  
LAURENCE R. CHASHIN, ESQUIRE

SPEAR & HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 NORTH KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560, FAX (856) 755-1570  
ATTORNEY FOR PLAINTIFF, S & H FILE NO. WMS-P-838, LOAN NO. 5918307454

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

**CERTIFICATION OF SERVICE**

I hereby certify that on the 28<sup>th</sup> day of January, 2003 I have served or caused to be served a true and correct copy of this Motion for Service Pursuant to Special Order of Court on all parties named herein at their last known address or upon their attorney of record by first class U.S. mail, postage prepaid to the addresses listed below.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830

SPEAR & HOFFMAN, P.A

BY:



LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**Exhibit "A"**

SPEAR AND HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 NORTH KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
FAX (856) 755-1570  
ATTORNEY FOR PLAINTIFF, LOAN NO. : 5918307454

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

MORTGAGE FORECLOSURE

DOCKET NO. 02-513-CD

### VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff's Office of CLEARFIELD COUNTY,  
Service of the Mortgage Foreclosure Complaint/Notice of Sheriff Sale upon the below  
listed Defendant(s) was unsuccessful in accordance with Pa . R . C. P. 402 or 3129.2:

Defendant: MICHAEL C. STYERS

Place of Service: 1109 DAISY STREET, CLEARFIELD, PA 16830

Defendant not found because: ☐ MOVED ☐ UNKNOWN ☐ NO ANSWER  
☒ VACANT ☐ OTHER \_\_\_\_\_

SPEAR AND HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 NORTH KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
FAX (856) 755-1570  
ATTORNEY FOR PLAINTIFF, LOAN NO. : 5918307454

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

MORTGAGE FORECLOSURE

DOCKET NO. 02-513-CD

#### VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff's Office of CLEARFIELD COUNTY,  
Service of the Mortgage Foreclosure Complaint/Notice of Sheriff Sale upon the below  
listed Defendant(s) was unsuccessful in accordance with Pa . R . C. P. 402 or 3129.2:

Defendant: MICHAEL C. STYERS

Place of Service: OLD STATE ROUTE 879 AND STONEHOUSE ROAD,  
LECONTES MILLS, PA 16850

Defendant not found because: ☐ MOVED ☐ UNKNOWN ☐ NO ANSWER  
☒ VACANT ☒ OTHER: NO SERVICE

**Exhibit "B"**

# PLAYERS NATIONAL LOCATOR

## AFFIDAVIT OF GOOD FAITH INVESTIGATION

---

Loan Number: **WMS-P-838**

Attorney Firm: **SPEAR & HOFFMAN PENNSYLVANIA**

Case Number:

Subject: **MICHAEL STYERS**

A.K.A.: **MICHAEL C STYERS**

Last Known Address: **1109 DAISY STREET  
CLEARFIELD, PA 16830**

Last Known Number: **(814) 263-7199**

Michael K Gross, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of President for Players National Locator.
2. On 03/26/2002, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

### CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER: **171-48-8238**
- B. EMPLOYMENT SEARCH:  
**Unable to locate a good employer for Michael.**
- C. INQUIRY OF CREDITORS:  
**The creditors indicated that Michael is living at Old State Route 879 and Stonehouse Road, Lecontes Mills, Pa. 16850 with a home phone number of 814-263-7199.**

### INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:  
**The directory assistance has no listing for Michael Styers. We contacted 814-263-7199 and spoke with Mrs Styers who stated she and Michael are both living at Old State Route 879 and Stonehouse Road, Lecontes Mills, Pa. 16850.**

### INQUIRY OF NEIGHBORS -

**N/A**

### INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:  
**As of March 26, 2002 the National Change of Address (NCOA) has no change for Michael from Old State Route 879 and Stonehouse Road, Lecontes Mills, Pa. 16850.**

### MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:  
**The Pennsylvania Department of Drivers Licensing has Michael listed at Old State Route 879 and Stonehouse Road, Lecontes Mills, Pa. 16850.**

### OTHER INQUIRIES -

- A. DEATH RECORDS:  
**As of March 26, 2002 the Social Security Administration has no death record on file for Michael Styers and or a.k.a.'s under his social security number.**

B. PUBLIC LICENSES ( PILOT, REAL ESTATE, ETC. ):  
**None Found**

C. COUNTY VOTER REGISTRATION:

**The Voters Registration Office has Michael listed at Old State Route 879 and Stonehouse Road,  
Lecontes Mills, Pa. 16850.**

ADDITIONAL INFORMATION ON SUBJECT -

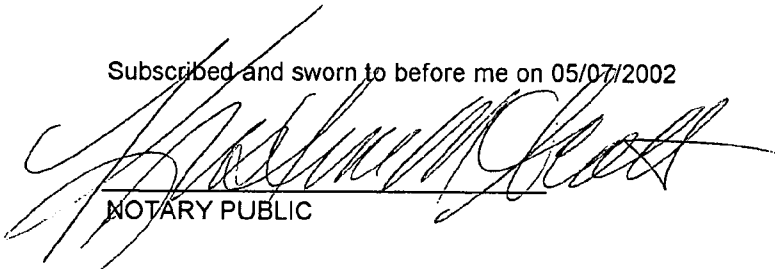
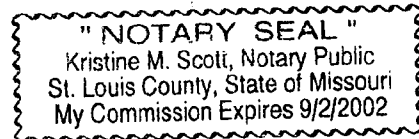
A. DATE OF BIRTH:

**11/57**



AFFIANT Michael K Gross

Subscribed and sworn to before me on 05/07/2002

  
NOTARY PUBLIC

*Players National Locator 113 Old State Road, Suite 104 St. Louis, MO 63021*

*Phone: (636) 230-9922 Fax: (636) 230-0558*



FILED *no ce*

*13:20*  
JAN 29 2003

*3*  
~~4202~~

William A. Shaw  
Prothonotary

SPEAR AND HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 NORTH KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560, FAX (856) 755-1570  
ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, FA  
PLAINTIFF,

vs.

MICHAEL C. STYERS

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

MEMORANDUM OF LAW IN SUPPORT OF  
MOTION FOR SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT

Plaintiff, by and through its counsel, LAURENCE R. CHASHIN, ESQUIRE, submits this

Memorandum of Law in Support of its Motion for Service Pursuant to Special Order of Court.

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant(s) and the reasons why service cannot be made.

Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the Defendant, and (3) examinations of local telephone directories, voter registration records, local tax records and motor vehicle records.

As indicated by the attached Return of Service marked hereto as Exhibit "A", the Sheriff (Legal Process Server) has been unable to serve the Complaint in Mortgage Foreclosure and Notice of Sale. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked as Exhibit "B".

**RECEIVED**


**JAN 30 2003**

**COURT ADMINISTRATOR'S  
OFFICE**

WHEREFORE, Plaintiff respectfully requests service of the Complaint in Mortgage Foreclosure and Notice of Sale by certified mail and regular mail and by posting of the premises by the Sheriff.

Respectfully submitted,

SPEAR & HOFFMAN, P.A.

  
LAURENCE R. CHASHIN, ESQUIRE

VERIFICATION

BONNIE DAHL, ESQUIRE hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Affidavit, and that the statements made in the foregoing **MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT** are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Laurence R. Chashin", written in black ink.

SPEAR AND HOFFMAN, P.A.  
BY: LAURENCE R. CHASHIN, ESQUIRE  
ATTORNEY I.D. NO. 77558  
1020 NORTH KINGS HIGHWAY, SUITE 210  
CHERRY HILL, NEW JERSEY 08034  
(856) 755-1560  
FAX (856) 755-1570

Spear & Hoffman, P.A.  
LAURENCE R. CHASHIN , ESQUIRE  
Attorney I.D. No.77558  
1020 N. Kings Highway, Suite 210  
Cherry Hill, NJ. 08034  
(856) 755-1560  
Attorney for Plaintiff

---

WASHINGTON MUTUAL BANK, FA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. 02-513-CD

MICHAEL C. STYERS  
Defendant

---

CERTIFICATION OF NOTICE TO LIEN HOLDERS  
PURSUANT TO PA R.C.P. 3129.2 (C) (2)

I, LAURENCE R. CHASHIN , ESQUIRE, Attorney for Plaintiff, hereby certify that Notice of Sale was served on all persons appearing on Plaintiff's Affidavit pursuant to PA R.C.P. 3129.1, by United States mail, first class, postage prepaid, with Certificates of Mailing, the originals of which are attached as Exhibit "A".

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

Respectfully submitted,  
SPEAR & HOFFMAN, P.A.

BY: Laurence R. Chashin

LAURENCE R. CHASHIN , ESQUIRE

FILED

FEB 13 2003

WILLIAM A. GORMAN  
CLEARFIELD COUNTY

Spear and Hoffman  
1020 N. Kings Highway, Suite 210  
Cherry Hill, NJ 08034

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified  
☐ Return Receipt for Merchandise  
☐ Int. Recorded Del.  
☐ Express Mail

Check appropriate block for:  
☐ Registered Mail:  
☐ With Postal Insurance  
☐ Without Postal Insurance  
☐ Handling Charge  
☐ Act. Value (if Regs.)  
☐ Insured Value

Affix stamp here if issued as for certificate of mailing or for additional copies of the receipt.  
Postmark and Date of Receipt

1.80

Line	Name and Address of Sender	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regs.)	Insured Value	Due Sender if COD	R. R. Fee	S. D. Fee	S. H. Fee	Postmeter	Remarks
1	WMS-P-838	BENEFICIAL CDC D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA											
2	(3/7/03) LIEN LETTERS	1502 W. CHESTER PIKE WEST CHESTER, PA 19380											
3		CLEARFIELD COUNTY TAX CLAIM BUREAU 230 E. MARKET STREET, SUITE 121 CLEARFIELD, PA 16830											
4		DOMESTIC RELATIONS 230 E. MARKET STREET, 3RD FLOOR CLEARFIELD, PA 16830											
5		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE - LIEN BUREAU OF COMPLIANCE/DEPT 280946 HARRISBURG, PA 17128-0946 ATTN: SUE BLOUGH											
6		BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA											
7		1502 W. CHESTER PIKE WEST CHESTER, PA 19380 REF# 02-109-CD											
8		TENANT/OCCUPANT 1109 DAISY STREET											
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 Registering 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 (DMM) 3913, and 3921 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.									
6		6											

**Name and Address of Sender**  
Spear and Hoffman  
1020 N. Kings Highway, Suite 210  
Cherry Hill, NJ 08034

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified

☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for:  
☐ Registered Mail:  
☐ With Postal Insurance  
☐ Without Postal Insurance

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

1.80

3100007 U.S. POSTAGE

Line	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Reg'd)	Insured Value	Due to Recipient if COD	Postage Fee	Reg. Fee	Met. Remains	
1	styers WMS-P-838 1800 DAISY STREET CLEARFIELD, PA 16830 REF# 02-743-CD										
2	LIEN LETTERS										
3											
4	WASHINGTON MUTUAL BANK, FA 9451 CORBIN AVENUE P.O. BOX 1093 NORTH RIDGE, CA 91324-1093										
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
Total Number of Pieces Listed by Sender 2		Total Number of Pieces Received at Post Office 2	Postmaster, Per (Name of Receiving Employee) [Signature]								
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 P900, S913, and S921 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.											

FILED

MS CC

M 12:38 PM  
FEB 13 2003

*[Handwritten initials]*

William A. Shaw  
Prothonotary



FEDERMAN AND PHELAN, LLP  
By: Frank Federman, Esquire, ID No. 12248  
Lawrence T. Phelan, Esquire, ID No. 32227  
Francis S. Hallinan, Esquire, ID No. 62695  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

FILED

APR 29 2004

William A. Shaw  
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, F.A. : COURT OF COMMON PLEAS  
9451 CORBIN AVENUE :  
P.O. BOX 1093 : CLEARFIELD COUNTY  
NORTHRIDGE, CA 91324-1093 :  
: CIVIL ACTION  
: NO. 02-513-CD

PLAINTIFF

Vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830

DEFENDANT(S)

### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Entry of Appearance was sent via first class mail, postage prepaid, to the following on the date indicated below:

Michael C. Styers  
1109 Daisy Street  
Clearfield, PA 16803

Date: 4/27/04

FEDERMAN AND PHELAN

By: Frank Federman  
Frank Federman, Esquire  
Lawrence T. Phelan, Esquire  
Francis S. Hallinan, Esquire

FEDERMAN AND PHELAN, LLP  
By: Frank Federman, Esquire, ID No. 12248  
Lawrence T. Phelan, Esquire, ID No. 32227  
Francis S. Hallinan, Esquire, ID No. 62695  
One Penn Center At Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

FILED

APR 29 2004

William A. Shaw  
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, F.A.  
9451 CORBIN AVENUE  
P.O. BOX 1093  
NORTHRIDGE, CA 91324-1093

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

COURT NO. 02-513-CD

CIVIL ACTION

PLAINTIFF

Vs.

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830

DEFENDANT(S)

### ENTRY OF APPEARANCE

To the Prothonotary:

Kindly enter my appearance on behalf of the Plaintiff, Washington Mutual Bank,  
F.A. in the above captioned matter.

FEDERMAN AND PHELAN, LLP

Date: 4/27/04

By: Frank Federman  
Frank Federman, Esquire  
Lawrence T. Phelan, Esquire  
Francis S. Hallinan, Esquire

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

\_\_\_\_\_  
**WASHINGTON MUTUAL BANK, FA**  
\_\_\_\_\_

**vs.**

\_\_\_\_\_  
**MICHAEL C. STYERS**  
\_\_\_\_\_

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA**

**No. 02-513-CD**

**PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$30,170.57

Interest from 12/4/02 to  
Date of Sale (\$4.96 per diem)

and Costs.

*147.00 Prothonotary costs*

*Frank Federman*

Frank Federman, Esquire  
Attorney for Plaintiff

One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

JLP

**FILED**

**MAY 27 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

No. 02-513-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, FA

vs.

MICHAEL C. STYERS

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

*Fank Federman*  
Attorney for Plaintiff(s)

Address: 1109 DAISY STREET, CLEARFIELD, PA 16830  
Where papers may be served.

FILED  
MAY 11:30 AM  
MAY 27 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y pd. 20.00  
cc & Le wits w/ prop. desc.  
to Shiff

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, FA

No.: 02-513-CD

vs.

MICHAEL C. STYERS

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 1)**

WASHINGTON MUTUAL BANK, FA, Plaintiff in the above action, by its attorney, Frank Federman, 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 1109 DAISY STREET, CLEARFIELD, PA 16830:

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

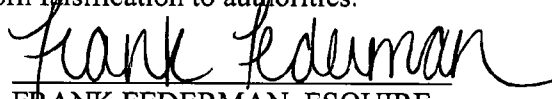
MICHAEL C. STYERS

1109 DAISY STREET  
CLEARFIELD, PA 16830

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

SAME AS ABOVE

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. Sec. 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

May 24, 2004

WASHINGTON MUTUAL BANK, FA

CLEARFIELD COUNTY

No.: 02-513-CD

vs.

MICHAEL C. STYERS

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 2)**

WASHINGTON MUTUAL BANK, FA, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at 1109 DAISY STREET, CLEARFIELD, PA 16830:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
<b>BENEFICIAL CDC D/B/A BENEFICIAL MORTGAGE COMPANY</b>	<b>961 WEIGEL DRIVE ELMHURST, IL 60126</b>
<b>FIRST COMMONWEALTH BANK</b>	<b>601 PHILADELPHIA STREET INDIANA, PA 15701</b>
<b>CLEARFIELD BANK &amp; TRUST</b>	<b>111 NORTH SECOND STREET P.O. BOX 171 CLEARFIELD, PA 16830</b>

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
<b>PNC BANK</b>	<b>2370 LIBERTY AVENUE PITTSBURGH, PA 15222</b>

5. Name and address of every other person who has any record lien on the property:

Name

Last Known Address (if address cannot be  
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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:

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)


Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

1109 DAISY STREET  
CLEARFIELD, PA 16830

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. Sec. 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

May 26, 2004

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT  
SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

WASHINGTON MUTUAL BANK, FA

No.: 02-513-CD

vs.

MICHAEL C. STYERS

CLEARFIELD COUNTY

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff



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

0072

WASHINGTON MUTUAL BANK, FA

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 02-513-CD

MICHAEL C. STYERS

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 (specifically described property below):

Premises: 1109 DAISY STREET, CLEARFIELD, PA 16830

(See legal description attached.)

Amount Due

\$30,170.57

Interest from 12/4/02 to  
Date of Sale (\$4.96 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

147.00 Prothonotary costs

Dated 5/27/04  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: \_\_\_\_\_

Deputy

JLP

No. 02-513-CD

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

WASHINGTON MUTUAL BANK, FA

VS.

MICHAEL C. STYERS

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$30,170.57</u>
Int. from 12/4/02 to Date of Sale (\$ per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>147.00</u>
Sheriff	<u>                    </u>

  
Attorney for Plaintiff

Address: 1109 DAISY STREET, CLEARFIELD, PA 16830  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

**SCHEDULE "A"**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON DAISY STREET, CORNER OF LOT NO. 37; THENCE BY LINE OF DAISY STREET TWENTY-FIVE (25) FEET TO A STONE; THENCE BY RESIDUE OF LOTS NO. 38 OF WHICH THIS IS A PART, ONE HUNDRED SEVENTY-TWO (172) FEET TO POST ON ALLEY; THENCE BY LINE OF SAID ALLEY TWENTY-FIVE (25) FEET TO POST AND PLACE OF BEGINNING, AND BEING THE WESTERN HALF OF LOT NO. 38 IN BARRATT'S ADDITION.

BEING THE SAME PROPERTY CONVEYED TO SHEILA STYERS AND MICHAEL C. STYERS, HER HUSBAND BY DEED FROM SHEILA STYLERS, RECORDED 10/19/1995 IN DEED BOOK 1711 PAGE 598

TAX ID# 4-4-K8-248-46

ORDER NO. 1542969

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16000  
NO: 02-513-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA

vs.

DEFENDANT: MICHAEL C. STYERS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/27/2004

LEVY TAKEN 07/27/2004 @ 10:59 AM

POSTED 07/27/2004 @ 10:59 AM

SALE HELD 11/05/2004

SOLD TO WASHINGTON MUTUAL BANK, FA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 03/16/2005

DATE DEED FILED 03/16/2005

PROPERTY ADDRESS 119 DAISY STREET CLEARFIELD , PA 16830

SERVICES

07/29/2004 @ SERVED MICHAEL C. STYERS

SERVED MICHAEL C. STYERS, DEFENDANT, BY REGULAR AND CERTIFIED MAIL PER COURT ORDER AT 1109 DAISY STREET, CLEARFIELD, PA CERT #70023150000078545467 RETURNED TO THE SHERIFF'S OFFICE UNCLAIMED.

13:52  
MAR 16 2005 (6K)

William A. Shaw  
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16000  
NO: 02-513-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA

vs.

DEFENDANT: MICHAEL C. STYERS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$193.06

SURCHARGE \$20.00 PAID BY ATTORNEY

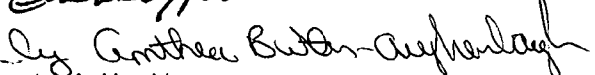
Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,



  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**  
**Pa.R.C.P. 3180 to 3183 and Rule 3257**

\_\_\_\_\_  
**WASHINGTON MUTUAL BANK, FA**  
\_\_\_\_\_

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA**

\_\_\_\_\_  
**vs.**  
\_\_\_\_\_

**NO.: 02-513-CD**

\_\_\_\_\_  
**MICHAEL C. STYERS**  
\_\_\_\_\_

**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 (specifically described property below):**

**Premises: 1109 DAISY STREET, CLEARFIELD, PA 16830**

**(See legal description attached.)**

Amount Due

\$30,170.57

Interest from 12/4/02 to  
Date of Sale (\$4.96 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

147.00 Prothonotary costs

*Willie L. Hays*  
\_\_\_\_\_  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 5/27/04  
(SEAL)

**By**

**Deputy**

JLP

Received May 27, 2004 @ 3:00 P.M.  
Chester A. Hawkins  
by Cynthia Butler-Aughenbaugh

No. 02-513-CD

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

WASHINGTON MUTUAL BANK, FA

vs.

MICHAEL C. STYERS

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$30,170.57</u>
Int. from 12/4/02 to Date of Sale (\$ per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>147.00</u>
Sheriff	<u>                    </u>

  
Attorney for Plaintiff

Address: 1109 DAISY STREET, CLEARFIELD, PA 16830  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

SCHEDULE "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON DAISY STREET, CORNER OF LOT NO. 37; THENCE BY LINE OF DAISY STREET TWENTY-FIVE (25) FEET TO A STONE; THENCE BY RESIDUE OF LOTS NO. 38 OF WHICH THIS IS A PART, ONE HUNDRED SEVENTY-TWO (172) FEET TO POST ON ALLEY; THENCE BY LINE OF SAID ALLEY TWENTY-FIVE (25) FEET TO POST AND PLACE OF BEGINNING, AND BEING THE WESTERN HALF OF LOT NO. 38 IN BARRATT'S ADDITION.

BEING THE SAME PROPERTY CONVEYED TO SHEILA STYERS AND MICHAEL C. STYERS, HER HUSBAND BY DEED FROM SHEILA STYLERS, RECORDED 10/19/1995 IN DEED BOOK 1711 PAGE 598

TAX ID# 4-4-K8-248-46

ORDER NO. 1542969



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL C. STYERS

NO. 02-513-CD

NOW, March 16, 2005, 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 November 05, 2004, I exposed the within described real estate of Michael C. Styers to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK, FA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	10.06
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$193.06**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	
INTEREST @ %	0.00
FROM TO 11/05/2004	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	

ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$20.00**

**COSTS:**

ADVERTISING	265.98
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	193.06
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	147.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS                                    \$905.54**

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

**Law Offices  
FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814

Sandra Cooper  
Judgment Department, Ext. 1258

## Representing Lenders in Pennsylvania and New Jersey

September 24, 2004

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

ATTENTION: CINDY (814) 765-5915

**Re: WASHINGTON MUTUAL BANK, FA v. MICHAEL C. STYERS**  
**No. 02-513-CD**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is scheduled for OCTOBER 1, 2004.

The property is to be relisted for the November 8, 2004 Sheriff's Sale.

Very truly yours,

SMG

## Sandra Cooper

VIA TELECOPY (814) 765-5915

CC: [REDACTED]

# **CERTIFIED MAIL™**

## **SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

### **1. Article Addressed to:**

Michael C. Styers  
1109 Daisy Street  
Clearfield, PA 16830

## **COMPLETE THIS SECTION ON DELIVERY**

### **A. Signature**

**X**

- ☐ Agent  
☐ Addressee

### **B. Received by (Printed Name)**

### **C. Date of Delivery**

- D. Is delivery address different from item 1?** ☐ Yes  
If YES, enter delivery address below: ☐ No

### **3. Service Type**

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

- 4. Restricted Delivery? (Extra Fee)** ☐ Yes

### **2. Article Number**

(Transfer from service label)

7002 3150 0000 7854 5467

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540





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



7002 3150 0000 7854 5467

RETURN RECEIPT  
REQUESTED

MICHEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830

☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/ STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
☐ OTHER  
UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

8-204

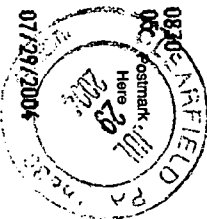
7002 3150 0000 7854 5467

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**  
CLEARFIELD, PA 16830

Postage	\$	\$0.60
Certified Fee	\$	\$2.30
Return Receipt Fee (Endorsement Required)	\$	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00
Total Postage & Fees	\$	\$4.65



Sent To

Michael C. Styers

Street, Apt. No.,  
or PO Box No. 109 Daisy Street

City, State, ZIP+4<sup>®</sup>  
Clearfield, PA 16830

PS Form 3800, June 2002

See Reverse for Instructions



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



*UTK*

MICHAEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830

A ☐ C ☐ S ☐  
☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

16830+2742 02

*received 10/16/04*



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

*UTK*

MICHEL C. STYERS  
1109 DAISY STREET  
CLEARFIELD, PA 16830

A ☐ C ☐ S ☐  
☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

16830+2742 02

*received 8-27-04*