

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

MAP 17, 2007 Document
Reinstated/Released to Sheriff/Attorney
for service.

Deputy Prothonotary

APR 05 2002
0902/atty Hornbeck pd
William A. Shaw \$80.00
Prothonotary
Icc 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. Ademas, 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 SUFFICIENTE 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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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.

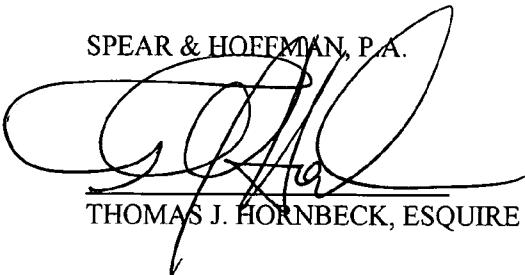
11. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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.

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

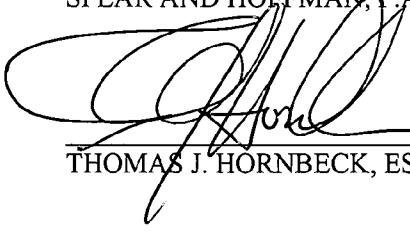
WASHINGTON MUTUAL BANK, FA
PLAINTIFF,
vs.
MICHAEL C. STYERS
DEFENDANT

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 HOEFMAN, P.A.

THOMAS J. HORNBECK, ESQUIRE

FILED

Mar 17 2002

11:45 AM

William A. Shaw
Prothonotary

PO
7.00

2 Revisions to Sitterman
1 Revisions to Avery

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DOCKET NO. 02-513-CD

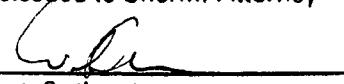
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(814) 765-9646

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

Deputy Prothonotary

FILED

APR 09 2002
M 19 10 am
William A. Shaw
Prothonotary

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DOCKET NO.

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3. The interest of each individual Defendant is as mortgagor, real owner of the real property subject to the mortgage described below, or both.
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DATE OF MORTGAGE: AS RECORDED

DATE RECORDED: AS RECORDED

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.

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.

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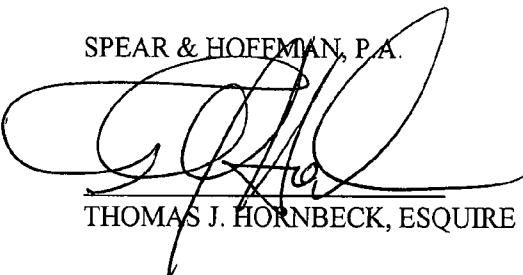
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12. Pursuant to the notice provisions of Act 91, 35 P.S. §1680.403(c), and the notice provisions of Act 6, 41 P.S. §403, as governed by 12 Pa. Code Section 31.201 et seq. as amended by Act 160 of 1998 effective February 19, 1999, Plaintiff sent the 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".

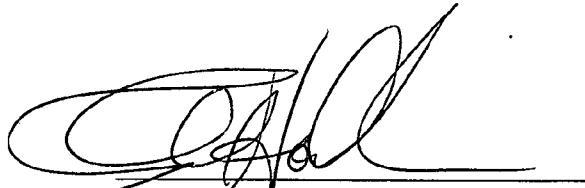
WHEREFORE, Plaintiff respectfully requests this Court to enter judgment IN REM in favor of Plaintiff and against the within named property of the Defendants in the amount set forth in paragraph 9, together with interest accruing after MARCH 29, 2002 to the date of Judgment, plus 6% legal rate of interest 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.

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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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 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

9th 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
by Marilyn Hask
Chester A. Hawkins
Sheriff

FILED

012:12
MAY 09 2002

WAS
WAS

William A. Shaw
Prothonotary
Page 1 of 1

COPY

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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

DOCKET NO. 02-513-CO

COMPLAINT - CIVIL ACTION
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(814) 765-9646

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

APR 05 2002

Attest.

W. Hornbeck
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. Ademas, la corte puede decidir a favor del demandado 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.

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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.

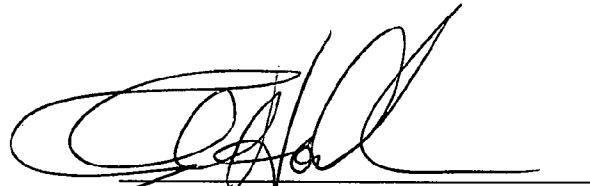
DATE: 4/1/02

SPEAR & HOFFMAN, P.A.

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

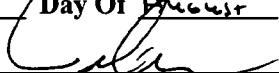
NOW JUNE 7, 2002 AT 2:23 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL C. STYERS, DEFENDANT AT RESIDENCE, OLD SR 879 & STONEHOUSE ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DON GEARHART, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT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

0/4:01a

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

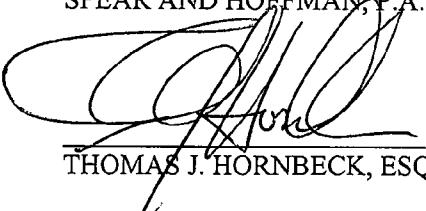
COURT OF COMMON PLEAS
CLEARFIELD COUNTY
NO. 02-513-CD

PRAECIPE TO REINSTATE COMPLAINT IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

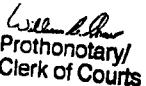
SPEAR AND HOFFMAN, P.A.


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 ½ 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 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W.A. Shaw
Deputy Prothonotary

MAY 17 2002
Attest,

W.A. Shaw
Prothonotary/
Clerk of Courts

FILED
APR 02 2002
MAY 17 2002
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

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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) 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. Ademas, la corte puede decidir a favor del demandado 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 SUFFICIENTE 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.

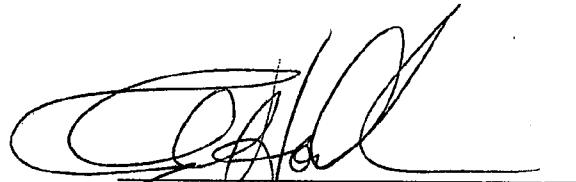
DATE: 4/1/02

SPEAR & HOFFMAN, P.A.

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: 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 \$23,078.42
\$2,141.40
DEC 9 2002
~11:43 AM *F-44* \$89.47
William A. Shaw \$1,337.33
Prothonotary \$22.95
\$3,501.00

TOTAL AMOUNT DUE \$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

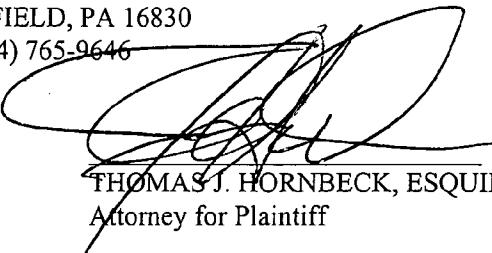
To: MICHAEL C. STYERS
OLD STATE ROUTE 879 AND STONEHOUSE ROAD
LECONTES MILLS, PA 16850

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

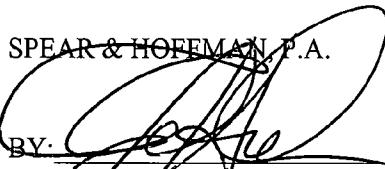
WASHINGTON MUTUAL BANK, FA
PLAINTIFF,
vs.
MICHAEL C. STYERS
DEFENDANTS

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 Praeclipe 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 Praeclipe for the Entry of Judgment. A true and correct copy of each Notice is attached hereto, sent as stated.

Dated: JULY 19, 2002

SPEAR & HOFFMAN, P.A.
BY: 
THOMAS J. HORNBECK, ESQUIRE
Attorney for Plaintiff

FILED
M 11:43 AM PD 2000 100+
SNT TO PLAINTIFF ATTORNEY
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

BY: 
SPEAR & HOFFMAN, P.A.
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

Terri L. Smith

BY:

L.C.
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)

No.: 2002-00513-CD

Real Debt: \$30,170.57

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael Clair Styers
Defendant(s)

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



Washington Mutual Bank, FA

Vs.

Michael Clair Styers

No. 2002-00513-CD

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.

Laurence R. Chashin
Prothonotary/
Clerk of Courts

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)	\$23,078.42
Late charges (for certain months prior to default and every month after at a rate of \$14.94 per month)	\$2,141.40
Escrow Advance (As stated in Complaint)	\$89.47
Other Fees ..	\$1,337.33
Attorneys Fees (As stated in Complaint)	\$22.95
 TOTAL AMOUNT DUE	\$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

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

m19:56-2002
Atty pd. 20.00
DEC 13 2002

WAS

William A. Shaw 1cc order wants to Shaff
Prothonotary

**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 Bass
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

Prothly Paid\$ _____

Writ, Ret. & Sat.\$ _____

TOTAL COST\$ _____



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

Chester A. Hawkins



So Answers,


~~By Cynthia Butler, Deputy Sheriff~~
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	\$
------------------------	----

W. L. Shantz.....
Prothonotary costs 127.00
Prothonotary, Common Pleas
Court of CLEARFIELD County

Dated: December 13, 2002

(seal)

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

Chesler A. Hawkins

by Cynthia Bitter-Aughenbaugh

**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 appropriations, viz: and made the following

SHERIFF COSTS:

DEBIT & INTEREST-

RDR	15.00	DEBT-AMOUNT DUE	30,170.57
SERVICE	15.00	INTEREST FROM 12/5/02	
MILEAGE	9.36	TO BE ADDED	
LEVY	15.00	TO SALE DATE	
MILEAGE	2.00	TOTAL DEBT & INTEREST	30,170.57
POSTING	15.00		
CSDS	10.00		
COMMISSION 2%		COSTS:	
POSTAGE	4.44	ATTORNEY FEES	
HANDBILLS	15.00	PROTH. SATISFACTION	
DISTRIBUTION	25.00	ADVERTISING	226.17
ADVERTISING	15.00	LATE CHARGES & FEES	
ADD'L SERVICE		TAXES - collector	
DEED		TAXES - tax claim	
ADD'L POSTING		DUE	
ADD'L MILEAGE		COST OF SUIT -TO BE ADDED	
ADD'L LEVY		LIEN SEARCH	
BID AMOUNT		FORCLOSURE FEES/ESCROW DEFICIT	
RETURNS/DEPUTIZE		ACKNOWLEDGEMENT	
COPIES/BILLING	15.00	DEED COSTS	
	5.00	ATTORNEY COMMISSION	
BILLING/PHONE/FAX	15.00	SHERIFF COSTS	175.80
TOTAL SHERIFF		LEGAL JOURNAL AD	117.00
COSTS	175.80	REFUND OF ADVANCE	
		REFUND OF SURCHARGE	
		PROTHONOTARY	127.00
		MORTGAGE SEARCH	
DEED COSTS:		SATISFACTION FEE	
ACKNOWLEDGEMENT		ESCROW DEFICIENCY	
REGISTER & RECORDER		MUNICIPAL LIEN	
TRANSFER TAX 2%			
TOTAL DEED		TOTAL COSTS	645.97
COSTS	0.00		

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

CHESTER A. HAWKINS, Sheriff

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.

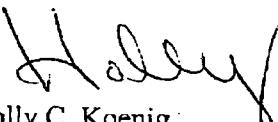
Please return the writ to the prothonotary.

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

SPIAR 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
(609) 755-1560, FAX (609) 755-1570
ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, FA

vs.

MICHAEL C. STYERS

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

DOCKET NO. 02-513-CD

ORDER

AND NOW, this 30 day of January, 2003, pursuant to Plaintiff's Motion for Special Service and accompanying Memorandum of Law in Support thereof, it is hereby ORDERED that Plaintiff's Motion is hereby GRANTED;

Service shall be deemed proper upon the following methods:

certified and regular mail at last known address

Posting Property located at: 1109 DAISY STREET

CLEARFIELD, PA 16830

Other, as required by the Court: _____.

It is further ORDERED that all subsequent pleadings shall be deemed properly served upon defendants by the above methods of service or the methods of service as prescribed by Rule 440 of the Pennsylvania Rules of Civil Procedure regarding service of legal papers other than original process without further application to this Court for allowance of special service.

J.

FILED

JAN 30 2003

William A. Shaw
Prothonotary

FILED 1cc Atty Chashin

01/20/03
JAN 30 2003
SAC

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
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

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

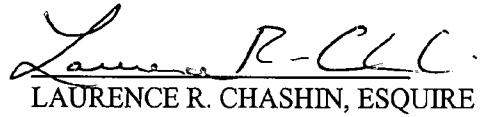
JAN 28 2003

William A. Sham
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

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 28th 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
X 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
 X VACANT X 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.

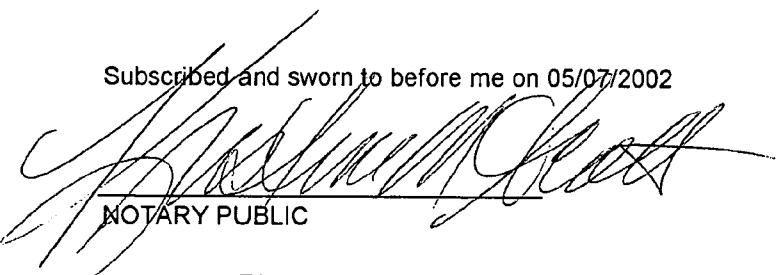
ADDITIONAL INFORMATION ON SUBJECT -

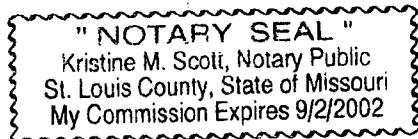
A. DATE OF BIRTH:

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
cc

1/3/2003
JAN 29 2003

E
KZ

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.



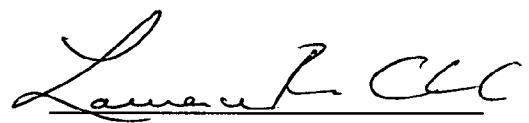
Laurence R. Chashin

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.



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 , ESQUIRE



RECEIVED
10/13/02

LAURENCE R. CHASHIN
Attorney for Plaintiff

Line	Name of Addressee, Street, and Post Office Address	Check appropriate block for Indicate type of mail				Affix stamp here if issued as Registered Mail: certificate of mailing or for additional copies of filing or for Postmark and Date of Receipt			
		<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> With Postal Insurance	<input type="checkbox"/> Int'l Recorded Del.	<input type="checkbox"/> Without Postal Insurance	<input type="checkbox"/> If COD	<input type="checkbox"/> Express Mail	<input type="checkbox"/> If COD
1	styers WMS-P-838 (37/03)	BENEFICIAL CDC D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA 1502 W. CHESTER PIKE WEST CHESTER, PA 19380							
2	LIEN LETTERS								
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)				<p>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 \$20,000 per piece subject to a limit of \$200,000 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 5900, 5913, and 5921 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.</p>			
6									

Name and Address of Sender		Check appropriate block for Indicate type of mail									
Spear and Hoffman 1020 N. Kings Highway, Suite 210 Cherry Hill, NJ 08034		<input type="checkbox"/> Registered Mail	<input type="checkbox"/> Return Receipt								
		<input type="checkbox"/> Insured	<input type="checkbox"/> For Merchandise								
		<input type="checkbox"/> COD	<input type="checkbox"/> With Postal Insurance								
		<input type="checkbox"/> Certified	<input type="checkbox"/> Without Postal Insurance								
Line	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling	Act. Value	Insured	Due Sender	R. R.	S. D.	R. S. H.	U.S. Postage
1	NBOC BANK, A DIVISION OF FIRST COMMONWEALTH BANK										
2	WMS-P-838 (37703) 1800 DAVIS STREET CLEARFIELD, PA 16830 REF#02-743-CD										
3	LIEN LETTERS										
4	WASHINGTON MUTUAL BANK, FA 9451 CORBIN AVENUE P.O. BOX 1093										
5	NORTHRIDGE, CA 91324-1093										
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	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 \$200,000 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 <i>Domestic Mail Manual</i> R800, S913 and S921 for limitations of coverage on insured and COD mail. See <i>International Mail Manual</i> for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.									
2	✓	1.80									

FILED *no cc*

112:38 *SL*
FEB 13 2003
g
gca

William A. Shaw
Prothonotary

FILED

APR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

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. : COURT OF COMMON PLEAS
9451 CORBIN AVENUE :
P.O. BOX 1093 : CLEARFIELD COUNTY
NORTHRIDGE, CA 91324-1093 : 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.

Date: 4/27/04

FEDERMAN AND PHELAN, LLP

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

**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 Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	
	<u>\$30,170.57</u>

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

147.00 and Costs.
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

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Prothonotary/Clerk of Courts
William A. Shaw
Attn: pd.32-ac
May 27 2004
cc: 26244
filed 4/6/2004
to satisfy judgment
in the amount of \$1,000.00 plus
costs and expenses
of suit and attorney's fees
and interest thereon
from the date of judgment
until paid in full.

FILED
14CE 8

Frank Johnson
Attorney for Plaintiff(s)

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

WASHINGTON MUTUAL BANK, FA

CLEARFIELD COUNTY

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 Praeclipe 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):

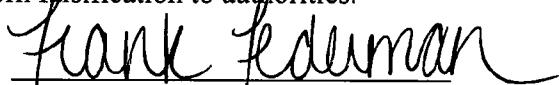
Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

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 Praeclipe 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)
------	---

BENEFICIAL CDC D/B/A BENEFICIAL MORTGAGE COMPANY	961 WEIGEL DRIVE ELMHURST, IL 60126
---	--

FIRST COMMONWEALTH BANK	601 PHILADELPHIA STREET INDIANA, PA 15701
--------------------------------	--

CLEARFIELD BANK & TRUST	111 NORTH SECOND STREET P.O. BOX 171 CLEARFIELD, PA 16830
------------------------------------	--

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)
------	---

PNC BANK	2370 LIBERTY AVENUE PITTSBURGH, PA 15222
-----------------	---

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

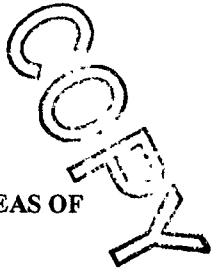
FRANK FEDERMAN, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- 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



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	<u>\$30,170.57</u>
Interest from 12/4/02 to Date of Sale (\$4.96 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed. <i>147.00 Prothonotary costs</i>

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)**

Frank Federman
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 STYERS, 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 #7002315000078545467 RETURNED TO THE SHERIFF'S OFFICE UNCLAIMED.

13:52pm No CC
MAR 16 2005 (6K)

W. Ben A. Stew
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

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
by Amherst Butler-Augusta
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	<u>\$30,170.57</u>
Interest from 12/4/02 to Date of Sale (\$4.96 per diem)	<u>\$</u> _____
Total	<u>\$</u> _____ Plus costs as endorsed. <i>147.00 Prothonotary costs</i>

Dated 5/27/04
(SEAL)

Willie L. Hayes
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By

Deputy

JLP

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

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 \$30,170.57

Int. from 12/4/02
to Date of Sale (\$ per diem) _____

Costs _____

Prothy. Pd. 147.00

Sheriff _____

Frank Federman
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 STYERS, 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:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	15.00	FROM TO 11/05/2004	
MILEAGE	2.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	10.06	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$20.00
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	265.98
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$193.06	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	28.50
		SHERIFF COSTS	193.06
		LEGAL JOURNAL COSTS	126.00
DEED COSTS:		PROTHONOTARY	147.00
ACKNOWLEDGEMENT	5.00	MORTGAGE SEARCH	40.00
REGISTER & RECORDER	28.50	MUNICIPAL LIEN	
TRANSFER TAX 2%	0.00		
TOTAL DEED COSTS	\$28.50	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 5, 2004 Sheriff's Sale.

Very truly yours,

SAC

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC:

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**

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.

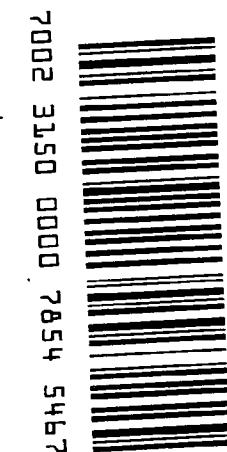
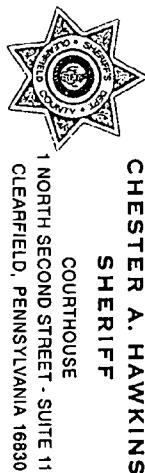
4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 5467



**RETURN RECEIPT
REQUESTED**

MICHEL C. STYERS
1109 DAISY STREET
CLEARFIELD, PA 16830

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

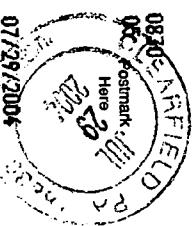
RTS
RETURN TO SENDER

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)**

For delivery information visit our website at www.usps.com

CLEARFIELD PA 16830

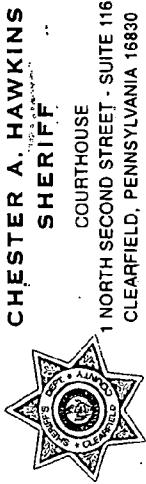
7854	7802	7002	5467	5467
Postage	\$ 10.60	0870 C. CLEARFIELD		
Certified Fee	\$2.30	PC. Postmark		
Return Receipt Fee (Endorsement Required)	\$1.75	Here		
Restricted Delivery Fee (Endorsement Required)	\$0.00	2004		
Total Postage & Fees	\$ 14.65			



Michael C. Styers
Street, Apt No
or PO Box No 109 Daisy Street
City, State, Zip
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



11/11/04

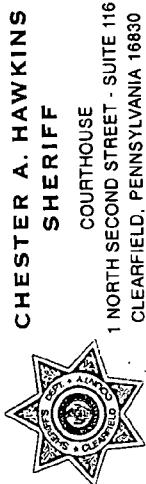
MICHAEL C. STYERS
1109 DAISY STREET
CLEARFIELD, PA 16830

Received 11/11/04

RTS

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

1623042748 08



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

11/11/04

MICHAEL C. STYERS
1109 DAISY STREET
CLEARFIELD, PA 16830

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

1623042748 08

Received
8-3-04

RTS

RETURN TO SENDER