

02-739-CD  
CENDANT MORTGAGE CORPORATION -vs- CARL E. BUCKLAND etal

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN, ESQUIRE  
Attorney I.D. No. 12248  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**FILED**

MAY 12 2003

William A. Shaw  
Prothonotary

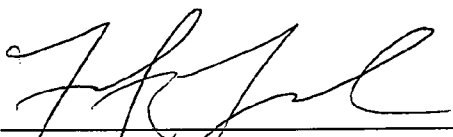
CENDANT MORTGAGE CORPORATION : COURT OF COMMON PLEAS  
Vs. : CIVIL DIVISION  
CARL E. BUCKLAND : CLEARFIELD COUNTY  
DIANA R. BUCKLAND : NO. 02-739-CS

**AFFIDAVIT OF SERVICE OF COMPLAINT IN MORTGAGE FORECLOSURE  
PURSUANT TO Pa.R.C.P. 404(2)/403**

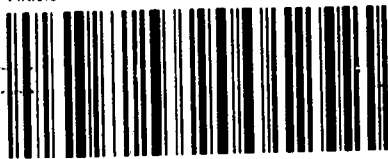
FRANK FEDERMAN, ESQUIRE, Attorney for Plaintiff, hereby certifies that service of the Complaint in Mortgage Foreclosure was made by sending a true and correct copy by certified mail to Defendant, **CARL E. BUCKLAND and DIANA R. BUCKLAND at P.O. BOX 484, ST. JAMES, MO 65559** which Complaint was received by **Defendant, CARL E. BUCKLAND** on **JULY 22, 2002** as evidenced by the attached Return Receipt. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Date: May 9, 2003

JYM, Svc Dept.

  
\_\_\_\_\_  
Frank Federman, Esquire  
Attorney for Plaintiff

2. Article Number



7160 3701 98596 4358

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

CARL E. BUCKLAND  
P.O. BOX 484  
ST. JAMES, MO 65559

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent  
☒ Addressee

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

☐ Yes  
☒ No



JUL 23 2002

NRL

FILED

NO 10:40 AM  
MAY 12 2003

RE  
KEL

William A. Shaw  
Prothonotary

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

TERM

Plaintiff

v.

NO. 02-734-C2

CLEARFIELD COUNTY

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

Defendant(s)

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

**NOTICE**

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

**FILED**

MAY 09 2002

William A. Shaw  
Prothonotary

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

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

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

1. Plaintiff is

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

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

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

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

3. On 7/30/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 199912664.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$111,548.14
Interest	7,679.90
6/1/01 through 4/1/02 (Per Diem \$25.18)	
Attorney's Fees	850.00
Cumulative Late Charges	302.76
7/30/99 to 4/1/02	
Cost of Suit and Title Search	<u>750.00</u>
Subtotal	\$121,130.80
Escrow	
Credit	0.00
Deficit	<u>937.26</u>
Subtotal	<u>\$ 937.26</u>
<b>TOTAL</b>	<b>\$122,068.06</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$122,068.06, together with interest from 4/1/02 at the rate of \$25.18 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



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



ALL that certain parcel or tract of land situate in the Township of Goshen, County of Clearfield, State of Pennsylvania, more particularly bounded and described as follows:

**BEGINNING** at an iron rail corner of line of lands now or formerly of Richard Owens and on line of lands now or formerly of Robert F. & Darlene Brown; thence along line of lands now or formerly of Richard Owens South five (5) degrees, zero (0) minutes West a distance of nine hundred fifty-eight and ninety-one hundredths (958.91) feet to an iron pin corner on line of lands now or formerly of Richard Livergood and lands now or formerly of Linda Neff; thence along line of lands now or formerly of Linda Neff North eighty (80) degrees, eight (8) minutes West a distance of five hundred ninety-five and fifty-seven hundredths (595.57) feet to an iron pipe corner on line of lands now or formerly of Jessie Taylor; thence along line of lands now or formerly of Jessie Taylor North eight (8) degrees; fifty (50) minutes East a distance of nine hundred thirty-five and forty-one hundredths (935.41) feet to an iron pin corner on line of lands now or formerly of Robert F. & Darlene Brown; thence along line now or formerly of Robert F. & Darlene Brown South eighty-two (82) degrees, nineteen (19) minutes East a distance of five hundred thirty-one and forty-seven hundredths (531.47) feet to an iron rail corner, the place of beginning. Containing 12.236 acres.

**BEING** the same premises as were conveyed to Carl E. Buckland and Diana R. Buckland, husband and wife, by Deed of Mid-State Bank & Trust Company, a banking institution, dated July 29, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. ~~1999/2463~~

PREMISES ON: 10 MILLER DRIVE

VERIFICATION

MARC J. HINKLE hereby states that he is V.P. of CENDANT MORTGAGE SERVICES mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



A handwritten signature in black ink, appearing to read "Marc J. Hinkle", is written over a horizontal line.

DATE: \_\_\_\_\_

5/6/02

Oct. 7, 2002 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*

Deputy Prothonotary

**FILED**

Atty pd. 80.00

MAY 09 2002

2 cc Sheriff

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

CENDANT MORTGAGE CORPORATION  
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

: Clearfield County

Defendants

: No. 02-739-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure  
with reference to the above captioned matter.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: June 27, 2002

NRL, Svc Dept.

**FILED**

JUL 01 2002

William A. Shaw  
Prothonotary

FILED

M/2:03 264  
JUL 01 2002

William A. Shaw  
Prothonotary

Atty pd.

7.00

1 Compl. reinstated

Q to Atty  
KID

Diana R. Buckland  
P.O. BOX 47  
ABBOTT, TX 76621

Pro Se

FILED

NOV 21 2002

COURT OF COMMON PLEAS  
CIVIL DIVISION

William A. Shaw  
Prothonotary

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

Plaintiff

v.

TERM  
No. 02-739-CB  
CLEARFIELD COUNTY

CARL E. BUCKLAND  
Diana R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573

Defendant(s)

MOTION FOR EXTENSION  
OF TIME TO PLEAD OR IN THE  
ALTERNATIVE, BE APPOINTED COUNSEL

1. Co-Defendant, Diana R. Buckland, is legally divorced from Co-Defendant Carl E. Buckland. Divorce decree holds her harmless from liability associated with mortgage debt.
2. Co-Defendant, Diana R. Buckland, is an unemployed single mother, who has not been employed in any capacity in over nine (9) years, and who has recently enrolled in a re-education program and is without funds to hire competent counsel to represent her in this action.
3. Co-Defendant, Diana R. Buckland, has made a reasonable and diligent effort to obtain counsel through the Texas Legal Aide division to no avail. Co-defendant has been under a doctor's care for two weeks for a severe ear infection and subsequent rupture of her ear drum and is unable to travel to further seek assistance in obtaining counsel to timely file an answer in this matter.
4. Co-Defendant is a legal resident of the state of Texas and has been for at least one (1) year prior to this action. She is without funds to travel to the state of Pennsylvania to represent herself in this matter or to obtain local counsel. Without considerable time, effort and expense.

WHEREFORE, Co-Defendant, Diana R. Buckland, respectfully requests that the Court grant her a 30 day extension of time to file an Answer in this matter, or in the alternative, appoint competent counsel to represent her, so that she may be adequately represented, and for all other just and equitable relief to which she may be entitled.

Respectfully submitted,

Diana R. Buckland, Pro Se  
P.O. Box 47  
Abbott, TX 76621  
254-582-5666 phone  
254-582-5666 facsimile

  
(sign)

I, DIANA R. BUCKLAND, STATE THAT AN ORIGINAL COPY OF THIS MOTION FOR  
EXTENSION OF TIME HAS BEEN SENT BY FACSIMILE TO:

FRANK FEDERMAN, ESQUIRE  
1617 JOHN F. KENNEDY BOULEVARD, SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-5534

ON THIS 19TH DAY OF NOVEMBER, 2002

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

TERM

Plaintiff

NO. 02-739-02

CLEARFIELD COUNTY

v.

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

Defendant(s)

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

**NOTICE**

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You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN

Loan #:0003320389

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN  
FILED  
MAY 19 2002  
William A. Shaw  
Prothonotary

A. Not on mortgage  
B. Diverse from him  
& he has full respon for house  
re record  
He will be in court  
of now

Rec'd  
NOV 5 46  
via  
Clerk  
mail



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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

Plaintiff

TERM

v.

NO.

CLEARFIELD COUNTY

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

Defendant(s)

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

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

**We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN**

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

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

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

1. Plaintiff is

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

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

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

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

3. On 7/30/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 199912664.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$111,548.14
Interest	7,679.90
6/1/01 through 4/1/02 (Per Diem \$25.18)	
Attorney's Fees	850.00
Cumulative Late Charges	302.76
7/30/99 to 4/1/02	
Cost of Suit and Title Search	<u>750.00</u>
Subtotal	\$121,130.80
Escrow	
Credit	0.00
Deficit	<u>937.26</u>
Subtotal	<u>\$ 937.26</u>
<b>TOTAL</b>	<b>\$122,068.06</b>

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

8. The mortgaged premises is ~~vacant~~ and ~~abandoned~~.

WHEREFORE, PLAINTIFF demands an in ~~rem~~ Judgment against the Defendant(s) in the sum of \$122,068.06, together with interest from 4/1/02 at the rate of \$25.18 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

ALL that certain parcel or tract of land situate in the Township of Gosben, County of Clearfield, State of Pennsylvania, more particularly bounded and described as follows:

**BEGINNING** at an iron rail corner of line of lands now or formerly of Richard Owens and on line of lands now or formerly of Robert F. & Darlene Brown; thence along line of lands now or formerly of Richard Owens South five (5) degrees, zero (0) minutes West a distance of nine hundred fifty-eight and ninety-one hundredths (958.91) feet to an iron pin corner on line of lands now or formerly of Richard Livergood and lands now or formerly of Linda Naff; thence along line of lands now or formerly of Linda Naff North eighty (80) degrees, eight (8) minutes West a distance of five hundred ninety-five and fifty-seven hundredths (595.57) feet to an iron pipe corner on line of lands now or formerly of Jessie Taylor; thence along line of lands now or formerly of Jessie Taylor North eight (8) degrees; fifty (50) minutes East a distance of nine hundred thirty-five and forty-one hundredths (935.41) feet to an iron pin corner on line of lands now or formerly of Robert F. & Darlene Brown; thence along line now or formerly of Robert F. & Darlene Brown South eighty-two (82) degrees, nineteen (19) minutes East a distance of five hundred thirty-one and forty-seven hundredths (531.47) feet to an iron rail corner, the place of beginning. Containing 12.236 acres.

**BEING** the same premises as were conveyed to Carl E. Buchland and Diana R. Buchland, husband and wife, by Deed of Mid-State Bank & Trust Company, a banking institution, dated July 29, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. ~~1999/2463~~

PREMISES ON: 10 MILLER DRIVE

VERIFICATION

MARC J. HINKLE hereby states that he is V.P. of CENDANT MORTGAGE SERVICES mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Marc J. Hinkle", is written over a horizontal line.

DATE: 5/16/02

FILED  
2002 OCT -7 PM 2:10  
FBI - SAN ANTONIO  
COMMUNICATIONS SECTION

**IN THE MATTER OF  
THE MARRIAGE OF**

**DIANA RENEE BUCKLAND  
AND  
CARL EDWARD BUCKLAND**

**AND IN THE INTEREST OF  
CHAD EDWARD BUCKLAND,  
FARAN  
AMANDA BUCKLAND AND SARAH  
RUTH BUCKLAND, CHILDREN**

**IN THE DISTRICT COURT**

**170th JUDICIAL DISTRICT**

**MCLENNAN COUNTY, TEXAS**

On October 7th, 2002 the Court heard this case.

Petitioner, Diana Renee Buckland, appeared in person and through attorney of record, Brian E. Howell, and announced ready for trial.

Respondent, Carl Edward Buckland, appeared in person and through attorney of record, Windy W. Barham, and announced ready for trial.

The making of a record of testimony was waived by the parties with the consent of the Court.

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

A jury was waived, and all questions of fact and of law were submitted to the Court.

**5.     *Agreement of Parties***

The Court finds that the parties have entered into a written agreement as contained in this decree by virtue of having approved this decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Final Decree of Divorce.

**6.     *Divorce***

IT IS ORDERED AND DECREED that Diana Renee Buckland, Petitioner, and Carl Edward Buckland, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

**7.     *Children of the Marriage***

The Court finds that Petitioner and Respondent are the parents of the following children:

Name:	Chad Edward Buckland
Sex:	Male
Birthplace:	Newport Beach, Orange County, California
Birth date:	June 6, 1990
Home state:	Texas

Name:	Faran Amanda Buckland
Sex:	Female
Birthplace:	Kailua, Honolulu County, Hawaii
Birth date:	November 27, 1992
Home state:	Texas

Name:	Sarah Ruth Buckland
Sex:	Female
Birthplace:	Honolulu, Honolulu County, Hawaii
Birth date:	May 16, 1994
Home state:	Texas

The Court finds no other children of the marriage are expected.

**8.     *Conservatorship and Support***

The Court, having considered the circumstances of the parents and of the children, finds that the following orders are in the best interest of the children.

IT IS ORDERED that Diana Renee Buckland and Carl Edward Buckland are appointed



parent joint managing conservators of the following children: Chad Edward Buckland, Faran Amanda Buckland and Sarah Ruth Buckland.

IT IS ORDERED that, at all times, Diana Renee Buckland, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from the other parent concerning the health, education, and welfare of the children;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;
3. the right of access to medical, dental, psychological, and educational records of the children;
4. the right to consult with a physician, dentist, or psychologist of the children;
5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the children's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the children; and
9. the right to manage the estates of the children to the extent the estates have been created by the parent or the parent's family.

IT IS ORDERED that, at all times, Carl Edward Buckland, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from the other parent concerning the health, education, and welfare of the children;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;
3. the right of access to medical, dental, psychological, and educational records of the children;
4. the right to consult with a physician, dentist, or psychologist of the children;

5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the children's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the children; and
9. the right to manage the estates of the children to the extent the estates have been created by the parent or the parent's family.

IT IS ORDERED that, at all times, Diana Renee Buckland and Carl Edward Buckland, as parent joint managing conservators, shall each have the following duties:

1. the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the children; and
2. the duty to inform the other parent if the parent resides with for at least thirty days, marries, or intends to marry a person who the parent knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure (as added by chapter 668, Acts of the 75th Legislature, Regular Session, 1997) or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the parent begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. **WARNING: A PERSON COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PERSON FAILS TO PROVIDE THIS NOTICE.**

IT IS ORDERED that, during her respective periods of possession, Diana Renee Buckland, as a parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the children;
2. the duty to support the children, including providing the children with clothing, food, shelter, and medical and dental care not involving an invasive procedure;

3. the right to consent for the children to medical and dental care not involving an invasive procedure;
4. the right to consent for the children to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the children; and
5. the right to direct the moral and religious training of the children.

IT IS ORDERED that, during his respective periods of possession, Carl Edward Buckland, as a parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the children;
2. the duty to support the children, including providing the children with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. the right to consent for the children to medical and dental care not involving an invasive procedure;
4. the right to consent for the children to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the children; and
5. the right to direct the moral and religious training of the children.

IT IS ORDERED that Diana Renee Buckland, as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to establish the primary residence of the children without regard to geographic location;
2. the exclusive right to consent to medical, dental, and surgical treatment involving invasive procedures and to consent to psychiatric and psychological treatment of the children;
3. the exclusive right to receive and give receipt for periodic payments for the support of the children and to hold or disburse these funds for the benefit of the children;
4. the exclusive right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
5. the exclusive right to consent to marriage and to enlistment in the armed forces of the United States;

6. the exclusive right to make decisions concerning the children's education;
7. the exclusive right to the services and earnings of the children;
8. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the exclusive right to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government; and
9. the exclusive duty to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parents.

### **Standard Possession Order**

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of Texas Family Code sections 153.311 through 153.317. IT IS ORDERED that Diana Renee Buckland and Carl Edward Buckland shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the signing of this Standard Possession Order. IT IS, THEREFORE, ORDERED:

#### **(a) Definitions**

1. In this Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.
2. In this Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

#### **(b) Mutual Agreement or Specified Terms for Possession**

IT IS ORDERED that the conservators shall have possession of the child at times mutually agreed to in advance by the parties, and, in the absence of mutual agreement, it is ORDERED that the conservators shall have possession of the child under the specified terms set out in this Standard Possession Order

#### **(c) Parents Who Reside 100 Miles or Less Apart**

Except as otherwise explicitly provided in this Standard Possession Order, when Carl Edward Buckland resides 100 miles or less from the primary residence of the child, Carl Edward Buckland shall have the right to possession of the child as follows:

1. Weekends - On weekends, beginning at the time the child's school is regularly dismissed, on the first, third, and fifth Friday of each month and ending at the

time the children's school resume Monday morning.

2. Weekend Possession Extended by a Holiday - Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by Carl Edward Buckland begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at the time the child's school is regularly dismissed on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable.

3. Wednesdays - On Wednesday of each week during the regular school term, beginning at the time the child's school is regularly dismissed and ending at the time the children's school resume Thursday morning.

4. Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

5. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before the child's school resumes after that Christmas school vacation.

6. Thanksgiving in Odd-Numbered Years - In odd-numbered years, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

7. Spring Break in Even-Numbered Years - In even-numbered years, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

8. Extended Summer Possession by Carl Edward Buckland

With Written Notice by April 1 - If Carl Edward Buckland gives Diana Renee Buckland written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Carl Edward Buckland shall have possession of the child for thirty days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If Carl Edward Buckland does not give Diana Renee Buckland written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Carl Edward Buckland shall have possession of the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

9. Child's Birthday - If Carl Edward Buckland is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Carl Edward Buckland shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Carl Edward Buckland picks up the child from Diana Renee Buckland's residence and returns the child to that same place.

10. Father's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if he is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from Diana Renee Buckland's residence and return the child to that same place.

Notwithstanding the weekend and Wednesday periods of possession ORDERED for Carl Edward Buckland, it is explicitly ORDERED that Diana Renee Buckland shall have a superior right of possession of the child as follows:

1. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

2. Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

4. Spring Break in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

5. Summer Weekend Possession by Diana Renee Buckland - If Diana Renee Buckland gives Carl Edward Buckland written notice by April 15 of a year, Diana Renee Buckland shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer possession by Carl Edward Buckland in that year, provided that Diana Renee Buckland picks up the child from Carl Edward Buckland and returns the child to that same place.

6. Extended Summer Possession by Diana Renee Buckland - If Diana Renee Buckland gives Carl Edward Buckland written notice by April 15 of a year or gives Carl Edward Buckland fourteen days' written notice on or after April 16 of a year, Diana Renee Buckland may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by Carl Edward Buckland shall not take place in that year, provided that the weekend so designated does not interfere with Carl Edward Buckland's period or periods of extended summer possession or with Father's Day Weekend.

7. Child's Birthday - If Diana Renee Buckland is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Diana Renee Buckland shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Diana Renee Buckland picks up the child from Carl Edward Buckland's residence and returns the child to that same place.

8. Mother's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if Diana Renee Buckland is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from Carl Edward Buckland's residence and return the child to that same place.

Diana Renee Buckland shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Carl Edward Buckland.

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise explicitly provided in this Standard Possession Order, when Carl Edward Buckland resides more than 100 miles from the residence of the child, Carl Edward Buckland shall have the right to possession of the child as follows:

1. Weekend - One weekend per month, of Carl Edward Buckland's choice, beginning at the time the child's school is regularly dismissed on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend, provided that Carl Edward Buckland gives Diana Renee Buckland fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Mother's Day Weekend below.

2. Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

3. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before the child's school resumes after that Christmas school vacation.

4. Thanksgiving in Odd-Numbered Years - In odd-numbered years, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

5. Spring Break in All Years - Every year, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

6. Extended Summer Possession by Carl Edward Buckland -

With Written Notice by April 1 - If Carl Edward Buckland gives Diana Renee Buckland written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Carl Edward Buckland shall have possession of the child for forty-two days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If Carl Edward Buckland does not give Diana Renee Buckland written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Carl Edward Buckland shall have possession of the child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

7. Child's Birthday - If Carl Edward Buckland is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Carl Edward Buckland shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Carl Edward Buckland picks up the child from Diana Renee Buckland's residence and returns the child to that same place.

8. Father's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if Carl Edward Buckland is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from Diana Renee Buckland's residence and return the child to that same place.



Notwithstanding the weekend periods of possession ORDERED for Carl Edward Buckland, it is explicitly ORDERED that Diana Renee Buckland shall have a superior right of possession of the child as follows:

1. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

2. Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

4. Summer Weekend Possession by Diana Renee Buckland - If Diana Renee Buckland gives Carl Edward Buckland written notice by April 15 of a year, Diana Renee Buckland shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by Carl Edward Buckland during Carl Edward Buckland's extended summer possession in that year, provided that if a period of possession by Carl Edward Buckland in that year exceeds thirty days, Diana Renee Buckland may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Diana Renee Buckland picks up the child from Carl Edward Buckland and returns the child to that same place.

5. Extended Summer Possession by Diana Renee Buckland - If Diana Renee Buckland gives Carl Edward Buckland written notice by April 15 of a year, Diana Renee Buckland may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which Carl Edward Buckland shall not have possession of the child, provided that the period or periods so designated do not interfere with Carl Edward Buckland's period or periods of extended summer possession or with Father's Day Weekend.

6. Child's Birthday - If Diana Renee Buckland is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Diana Renee Buckland shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Diana Renee Buckland picks up the child from Carl Edward Buckland's residence and returns the child to that same place.

7. Mother's Day Weekend - Each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if Diana Renee Buckland is not otherwise entitled under this Standard Possession Order to present

possession of the child, she shall pick up the child from Carl Edward Buckland's residence and return the child to that same place.

Diana Renee Buckland shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Carl Edward Buckland.

(e) General Terms and Conditions

Except as otherwise explicitly provided in this Standard Possession Order, the terms and conditions of possession of the child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Surrender of Child by Diana Renee Buckland - Diana Renee Buckland is ORDERED to surrender the child to Carl Edward Buckland at the beginning of each period of Carl Edward Buckland's possession at the residence of Diana Renee Buckland.

If a period of possession by Carl Edward Buckland begins at the time the child's school is regularly dismissed, Diana Renee Buckland is ORDERED to surrender the child to Carl Edward Buckland at the beginning of each such period of possession at the school in which the child is enrolled. If the child is not in school, Carl Edward Buckland shall pick up the child at the residence of Diana Renee Buckland at 212 E. Spruce, Abbott, Texas 76621 and Diana Renee Buckland is ORDERED to surrender the child to Carl Edward Buckland at the residence of Diana Renee Buckland at 212 E. Spruce, Abbott, Texas 76621, under these circumstances.

2. Return of Child by Carl Edward Buckland - Carl Edward Buckland is ORDERED to return the child to the residence of Diana Renee Buckland at the end of each period of possession. However, it is ORDERED that, if Diana Renee Buckland and Carl Edward Buckland live in the same county at the time of rendition of this order, Carl Edward Buckland's county of residence remains the same after rendition of this order, and Diana Renee Buckland's county of residence changes, effective on the date of the change of residence by Diana Renee Buckland, Carl Edward Buckland shall surrender the child to Diana Renee Buckland at the residence of Carl Edward Buckland at the end of each period of possession.

3. Surrender of Child by Carl Edward Buckland - Carl Edward Buckland is ORDERED to surrender the child to Diana Renee Buckland, if the child is in Carl Edward Buckland's possession or subject to Carl Edward Buckland's control, at the beginning of each period of Diana Renee Buckland's exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by Diana Renee Buckland - Diana Renee Buckland is ORDERED to return the child to Carl Edward Buckland, if Carl Edward Buckland is entitled to possession of the child, at the end of each of Diana Renee Buckland's exclusive periods of possession, at the place designated in this Standard Possession

Order.

5. Personal Effects - Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

6. Designation of Competent Adult - Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult be present when the child is picked up or returned.

7. Inability to Exercise Possession - Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.

8. Written Notice - Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

This concludes the Standard Possession Order.

#### **Duration**

The periods of possession ordered above apply to each child the subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

#### **Termination of Orders on Remarriage**

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of Diana Renee Buckland to Carl Edward Buckland unless a nonparent or agency has been appointed conservator of the children under chapter 153 of the Texas Family Code.

#### **Additional Provisions for Long-Distance Access and Visitation**

##### **Child 5 Years of Age or Older**

IT IS ORDERED that the following provisions shall govern the arrangements for the travel of the child to and from Carl Edward Buckland.

##### **Return to Managing Conservator's Residence**

Notice of Place and Time of Possession - IT IS ORDERED that, if Carl Edward Buckland desires to take possession of the child at an airport near Carl Edward Buckland's residence, Carl Edward Buckland shall state these facts in a notice letter to Diana Renee Buckland:

- (a) the airport where Diana Renee Buckland is to surrender the child;
- (b) the date and time of the flight on which the child is scheduled to leave;

- (c) the airline and flight number of the airplane on which the child is scheduled to leave;
- (d) the airport where the child will return to Diana Renee Buckland at the end of the period of possession;
- (e) the date and time of the flight on which the child is scheduled to return to that airport; and
- (f) the airline and flight number of the airplane on which the child is scheduled to return to Diana Renee Buckland at the end of the period of possession.

**Flight Arrangements**

Flight Arrangements - IT IS ORDERED that Carl Edward Buckland shall make airline reservations for the child only on major commercial passenger airlines on flights having no change of airplanes between the airport of departure and the airport of final arrival (a "non-equipment change flight"). IT IS FURTHER ORDERED that Carl Edward Buckland shall make airline reservations for the child on flights that depart from a commercial airport near the residence of Diana Renee Buckland that offers regularly scheduled passenger flights to various cities throughout the United States on major commercial passenger airlines.

**Delivery and Pickup by Diana Renee Buckland.**

Delivery and Pickup by Diana Renee Buckland - IT IS ORDERED that Diana Renee Buckland shall deliver the child to the airport from which the child is scheduled to leave at the beginning of each period of possession at least one hour before the scheduled departure time. IT IS FURTHER ORDERED that Diana Renee Buckland shall surrender the child to a flight attendant who is employed by the airline and who will be flying on the same flight on which the child is scheduled.

IT IS FURTHER ORDERED that Diana Renee Buckland shall take possession of the child at the end of Carl Edward Buckland's period of possession at the airport where the child is scheduled to return and at the specific airport gate where the passengers from the child's scheduled flight disembark.

**Pickup and Return by Carl Edward Buckland**

Pickup and Return by Carl Edward Buckland - IT IS ORDERED that Carl Edward Buckland shall take possession of the child at the beginning of each period of possession at the airport where the child is scheduled to arrive and at the specific airport gate where the passengers from the child's scheduled flight disembark.

IT IS FURTHER ORDERED that Carl Edward Buckland, at the end of each period of possession, shall deliver the child to the airport where the child is scheduled to depart at least one hour before the scheduled departure time and surrender the child to a flight attendant who is employed by the airline and who will be flying on the same flight on which the child is scheduled to return.

**Missed Flights**

Missed Flights - IT IS ORDERED that any conservator who has possession of the child at the time shall notify the other conservator immediately if the child is not placed on a scheduled flight at the beginning or end of a period of possession. IT IS FURTHER ORDERED that, if the child should miss a scheduled flight, the conservator having possession of the child when the flight is missed shall schedule another nonequipment change flight for the child as soon as is possible after the originally scheduled flight and shall pay any additional expense associated with the changed flight and give the other conservator notice of the date and time of that flight.

**Return to Diana Renee Buckland's Residence**

Expenses Paid by Carl Edward Buckland - IT IS ORDERED that Carl Edward Buckland shall purchase, in advance, the round-trip airline tickets (including escort fees) to be used by the child for the child's flight. IT IS FURTHER ORDERED that Carl Edward Buckland shall make necessary arrangements with the airlines and with Diana Renee Buckland in order that the airline tickets are available to the child before a scheduled flight. IT IS FURTHER ORDERED that Carl Edward Buckland shall pay any other traveling expenses and charges incurred for the child from the time Diana Renee Buckland surrenders possession of the child by placing the child on the scheduled non-equipment change flight at the beginning of a period of possession until the time Diana Renee Buckland takes possession of the child at the termination of the scheduled non-equipment change flight at the end of the period of possession. IT IS FURTHER ORDERED that Carl Edward Buckland shall reimburse Diana Renee Buckland for travel expenses of the child if, because of circumstances beyond Diana Renee Buckland's control, Diana Renee Buckland is required to pay travel expenses of the child on a non-equipment change flight to or from the possession of Carl Edward Buckland.

### **Miscellaneous Expenses**

Miscellaneous Expenses - IT IS ORDERED that the expenses of a conservator incurred in traveling to and from an airport, as well as related parking and baggage-handling expenses, are the sole responsibility of the conservator delivering or receiving the child at the airport.

### **Mediation of Future Disputes**

IT IS ORDERED that before any party files suit for modification of the terms and conditions of conservatorship, possession, or support of the children, except in an emergency, that party shall attempt to mediate in good faith the controversy as provided in chapter 153 of the Texas Family Code. This requirement does not apply to actions brought to enforce this Final Decree of Divorce or to enforce any subsequent modifications of this decree. IT IS FURTHER ORDERED that the party wishing to modify the terms and conditions of conservatorship, possession, or support of the children shall give written notice to the other party of a desire to mediate the controversy. If the other party does not agree to attend mediation or fails to attend a scheduled mediation of the controversy within thirty days after receiving such written notice, the party desiring modification shall be released from the obligation to mediate and shall be free to file suit for modification.

### **Child Support**

IT IS ORDERED that Carl Edward Buckland is obligated to pay and shall pay to Diana Renee Buckland child support of \$985.68 per month, with the first payment being due and payable on October 4, 2002 and a like payment being due and payable on the 4th day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. any child reaches the age of eighteen years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma or enrolled in courses for joint high school and junior college credit pursuant to Section 130.008 of the Texas Education Code, the periodic child support payments shall continue to be due and paid until the end of the month in which the child graduates from high school;
2. any child marries;
3. any child dies;
4. any child's disabilities are otherwise removed for general purposes;
5. Diana Renee Buckland and Carl Edward Buckland remarry each other; or

6. further order modifying this child support.

Thereafter, unless Diana Renee Buckland and Carl Edward Buckland have remarried each other Carl Edward Buckland is ORDERED to pay to Diana Renee Buckland child support of \$821.40 per month, due and payable on the 4th day of the first month immediately following the date of the earliest occurrence of one of the events specified in items 1. through 4. above and a like sum of \$821.40 due and payable on the 4th day of each month thereafter until the next occurrence of one of the events specified above.

Thereafter, unless Diana Renee Buckland and Carl Edward Buckland have remarried each other Carl Edward Buckland is ORDERED to pay to Diana Renee Buckland child support of \$657.12 per month, due and payable on the 4th day of the first month immediately following the date of the earliest occurrence of one of the events specified in items 1. through 4. above and a like sum of \$657.12 due and payable on the 4th day of each month thereafter until the next occurrence of one of the events specified above.

A child support obligation does not terminate on the death of the obligee but continues as an obligation to the child named in the support order.

**Child Support Agreement Between the Parties**

The monthly payments for child support shall be automatically withdrawn from CARL EDWARD BUCKLAND'S Educator's Credit Union checking account on the 4th of every month by the McLennan District Clerk, Child Support Division, P.O. Box 2451, Waco, Texas 76705. CARL EDWARD BUCKLAND is ORDERED to make arrangements with his bank to facilitate this monthly transaction.

**Payment**

IT IS ORDERED that all payments shall be made through McLennan District Clerk Child Support Division , P.O. Box 2451, Waco, Texas 76705 and thereafter promptly remitted to Diana Renee Buckland for the support of the children.

IT IS FURTHER ORDERED that Carl Edward Buckland shall notify this Court and Diana Renee Buckland by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of Carl Edward Buckland and the name and address of his current employer, whenever that information becomes available.

IT IS ORDERED that, on the request of a prosecuting attorney, the attorney general, the friend of the Court, Diana Renee Buckland, or Carl Edward Buckland, the clerk of this Court shall cause a certified copy of the "Order/Notice to Withhold Income for Child Support" to be delivered to any employer. IT IS FURTHER ORDERED that the clerk of this Court shall attach a copy of subchapter C of chapter 158 of the Texas Family Code for the information of any employer.

### **Health Care**

IT IS ORDERED that medical support shall be provided for the children as follows:

1. Carl Edward Buckland's Responsibility - It is the intent and purpose of this decree that Carl Edward Buckland shall, at all times, provide medical support for the children. IT IS THEREFORE ORDERED that, as additional child support, Carl Edward Buckland shall provide medical support for the parties' children, for as long as child support is payable under the terms of this decree, as set out herein.
2. Definition - "Health insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under Chapter 32, Human Resources Code.
3. Insurance through Carl Edward Buckland's Employment, Union, Trade Association, or Other Organization - The Court finds that the children are currently enrolled as beneficiaries of a health insurance plan provided through Carl Edward Buckland's employment or membership in a union, trade association, or other organization. IT IS ORDERED that Carl Edward Buckland shall at his sole cost and expense, keep and maintain at all times in full force and effect the health insurance coverage that insures the parties' children through Carl Edward Buckland's employer, union, trade association for as long as it is offered by his employer, union, trade association, or other organization. If his employer, union, trade association, or other organization subsequently changes health insurance benefits or carriers, Carl Edward Buckland is ORDERED to obtain and maintain coverage for the benefit of the children on the successor company or through such health insurance plan as is available through other employment, union, trade association, or other organization or other insurance provider.
4. Conversion of Policy - IT IS ORDERED that if the party through whose employment or membership in a union, trade association, or other organization health insurance has been provided for the children is leaving that employment, union, trade association, or other organization or for any other reason health insurance will not be available for the children through the employment or membership in a union, trade association, or other organization of either party, the party leaving employment or losing coverage shall, within ten days of termination of his or her employment or coverage, convert the policy to individual coverage for the children in an amount equal to or exceeding the coverage at the time his or her employment or coverage is terminated. Further, if that health insurance was available through Diana Renee Buckland's employment or membership in a union, trade association, or other organization, Carl Edward Buckland shall reimburse Diana Renee Buckland for the cost of the converted policy as follows: Carl Edward Buckland is ORDERED to pay to Diana Renee Buckland at her last known address the cost of insuring the children under the converted policy, on the first day of each month after Carl Edward Buckland receives written notice of the premium from Diana Renee Buckland for payment. Accompanying the first such written notification and any subsequent notifications informing of a change in the premium amount, Diana Renee Buckland is ORDERED to provide Carl Edward Buckland with documentation from the carrier of the cost to Diana Renee Buckland of providing coverage for the children.
5. If Policy Not Convertible - If the health insurance policy covering the children is not convertible and if no health insurance is available for the children through the employment or membership in a union, trade association, or other organization of either party, IT IS ORDERED that Carl Edward Buckland shall purchase and maintain, at his sole cost and expense, health insurance coverage for the children. Carl Edward Buckland is ORDERED to provide verification of the purchase of the insurance to Diana Renee Buckland at Diana Renee Buckland's last known address, including the insurance certificate number and the plan summary, no later than 30 days following the issuance of the policy.



6. Claim Forms - Except as provided in paragraph 8 below, the party who is not carrying the health insurance policy covering the children is ORDERED to submit to the party carrying the policy, within ten days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the children.

The party who is carrying the health insurance policy covering the children is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of the children to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

7. Constructive Trust for Payments Received - IT IS ORDERED that any insurance payments received by the party carrying the health insurance policy covering the children from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the children shall belong to the party who incurred and paid those expenses. IT IS FURTHER ORDERED that the party carrying the policy is designated a constructive trustee to receive any insurance checks or payments for health-care expenses incurred and paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits, to the other party within three days of receiving them.

8. Filing by Party Not Carrying Insurance - In accordance with article 3.51-13 of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the children may, at that party's option, file directly with the insurance carrier with whom coverage is provided for the benefit of the children any claims for health-care expenses, including, but not limited to, medical, hospitalization, and dental costs.

9. Secondary Coverage - IT IS ORDERED that nothing in this decree shall prevent either party from providing secondary health insurance coverage for the children at that party's sole cost and expense. IT IS FURTHER ORDERED that if a party provides secondary health insurance coverage for the children, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the children and to ensure that the party who pays for health-care expenses for the children is reimbursed for the payment from both carriers to the fullest extent possible.

10. Compliance with Insurance Company Requirements - Each party is ORDERED to conform to all requirements imposed by the terms and conditions of the policy of health insurance covering the children in order to assure maximum reimbursement or direct payment by the insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to carrier, second opinions, and the like. Each party is ORDERED to attempt to use "preferred providers," or services within the health maintenance organization, if applicable; however, this provision shall not apply if emergency care is required. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment; however, if a bill is disallowed or the benefit reduced due to the failure of a party to follow procedures or requirements of the carrier, that party shall be wholly responsible for the increased portion of that bill.

No surgical procedure, other than in an emergency or those covered by insurance, shall be performed on the child unless the parent consenting to surgery has first consulted with at least two medical doctors, both of whom state an opinion that the surgery is medically necessary. A parent who fails to obtain the required medical opinions before consent to surgery on the child shall be wholly responsible for all medical and hospital expense incurred in connection therewith.

If health insurance coverage for the children is provided through a health maintenance organization (HMO) or preferred provider organization (PPO), the parties are ORDERED to use health-care providers who are employed by the HMO or approved by the PPO whenever feasible. If health-care expenses are incurred by using that HMO or PPO plan, Carl Edward Buckland is ORDERED to pay 50 percent and Diana Renee Buckland is ORDERED to pay 50 percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children, including, without limitation, any copayments for office visits or prescription drugs, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree. If a party incurs health-care expenses for a child by using the services of health-care providers not employed by the HMO or approved by the PPO, except in an emergency, without the written agreement of the other party, the party incurring the services is ORDERED to pay 100 percent and the other party is ORDERED to pay 0 percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children, as set out above. If a party incurs health-care expenses for a child by using the services of health-care providers not employed by the HMO or approved by the PPO in an emergency or with the written agreement of the other party, the party incurring the services is ORDERED to pay 50 percent and the other party is ORDERED to pay 50 percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children, as set out above.

If the children are enrolled in a health-care plan that is not an HMO or a PPO, Carl Edward Buckland is ORDERED to pay 50 percent and Diana Renee Buckland is ORDERED to pay 50 percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children, including, without limitation, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree.

11. **Payment of Uninsured Expenses** - IT IS ORDERED that the party who pays for a health-care expense on behalf of the children shall submit to the other party, within ten days of receiving them, all forms, receipts, bills, and explanations of benefits paid reflecting the uninsured portion of the health-care expenses the paying party incurs on behalf of the children. IT IS FURTHER ORDERED that, within ten days after the nonpaying party receives the explanation of benefits stating benefits paid, that party shall pay his or her 50% share of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the paying party for any advance payment exceeding the paying party's share of the expenses.

12. **Exclusions** - The provisions above concerning uninsured expenses shall not be interpreted to include expenses for travel to and from the health-care provider or nonprescription medication.

13. **Reasonableness of Charges** - IT IS ORDERED that reasonableness of the charges for health-care expenses shall be presumed on presentation of the bill to a party and that disallowance of the bill by a health insurer shall not excuse that party's obligation to make payment or reimbursement as otherwise provided herein.

14. **Information Required** - IT IS ORDERED that a party providing health insurance shall furnish to the other party and child support agency the following information no later than the thirtieth day after the date the notice of the rendition of this decree is received:

- (a) the Social Security number of the party providing insurance;
- (b) the name and address of the employer of the party providing insurance;
- (c) whether the employer is self-insured or has health insurance available;
- (d) proof that health insurance has been provided for the children; and
- (e) the name of the health insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim.

IT IS FURTHER ORDERED that any party carrying health insurance on the children shall furnish to the other party a copy of any renewals or changes to the policy no later than the fifteenth day after the renewal or change is received.

IT IS FURTHER ORDERED that a party providing health insurance shall provide to the other party and child support agency any additional information regarding health insurance coverage that becomes available to the party providing insurance. IT IS FURTHER ORDERED that the information shall be provided no later than the fifteenth day after the date the information is received.

15. **Termination or Lapse of Insurance** - If the health insurance coverage for the children lapses or terminates, the party who is providing the insurance is ORDERED to notify the other party no later than the fifteenth day after the date of termination or lapse. If additional health insurance is available or becomes available to Carl Edward Buckland for the children, Carl Edward Buckland must notify Diana Renee Buckland and the child support agency no later than the fifteenth day after the date the insurance becomes available. Carl Edward Buckland must enroll the children in a health insurance plan at the next available enrollment period.

16. **Place of Transmittal** - IT IS ORDERED that all bills, invoices, statements, claims, explanations of benefits, insurance policies, medical insurance identification cards, other documents, and written notices, as well as payments, required to be transmitted by one party to the other under the health-care coverage and health insurance provisions of this decree shall be transmitted by the sending party to the residence of the receiving party.

17. **WARNING** - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILDREN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED; AND THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILDREN.

**No Credit for Informal Payments**

IT IS ORDERED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by Carl Edward Buckland to Diana Renee Buckland or any expenditures incurred by Carl Edward Buckland during Carl Edward Buckland's periods of possession of or access to the children, as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this decree.

**Support as Obligation of Estate**

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of Carl Edward Buckland and shall not terminate on the death of Carl Edward Buckland. Payments received for the benefit of the children from the Social Security Administration, Department of Veterans Affairs, other government agency, or life insurance shall be a credit against this obligation.

**Medical Notification**

Each party is ORDERED to inform the other party within twenty-four hours of any medical condition of the parties' children requiring surgical intervention, hospitalization, or both.

**Parent Education and Family Stabilization Course**

IT IS ORDERED that Diana Renee Buckland and Carl Edward Buckland shall each individually register to attend a parent education and family stabilization course.

On completion of the course, the course provider shall issue a certificate of completion to each participant. The certificate must state the name of the participant; the name of the course provider; the date the course was completed; and whether the course was provided by personal instruction, video-tape instruction, instruction through an electronic means, or a combination of those methods.

Within ten days after completion of that parent education and family stabilization course, Diana Renee Buckland and Carl Edward Buckland are each ORDERED to file a certification of completion or other comparable proof of completion of the course with the clerk of this Court and to mail a copy to the other party.

### **Information Regarding Parties and Children**

The information required for each party by section 105.006(a) of the Texas Family Code is as follows:

Name: Diana Renee Buckland  
Social Security number: 460-49-7499  
Driver's license number: 09775513 Issuing state: Texas  
Current residence address: 212 E. Spruce, Abbott, Texas 76621  
Mailing address: 212 E. Spruce, Abbott, Texas 76621  
Home telephone number: (254) 582-5666  
Name of employer: N/A  
Address of employment: N/A  
Work telephone number: N/A

Name: Carl Edward Buckland  
Social Security number: 382-68-4917  
Driver's license number: 382684917 Issuing state: Missouri  
Current residence address: 514 Hwy 72, Rolla, Missouri 65401  
Mailing address: 514 Hwy 72, Rolla, Missouri 65401  
Home telephone number: (573) 458-2159  
Name of employer: WAL-MART DISTRIBUTION CENTER  
Address of employment: 100 Matlock Drive, St. James, Missouri, 65559  
Work telephone number: (573) 265-4800

Name: Chad Edward Buckland  
Social Security number: 576-59-2140  
Driver's license number: N/A Issuing state: N/A  
Current residence address: 212 E. Spruce, Abbott, Texas 76621  
Mailing address: 212 E. Spruce, Abbott, Texas 76621  
Home telephone number: (254) 582-5666

Name: Faran Amanda Buckland  
Social Security number: 575-63-2406  
Driver's license number: N/A Issuing state: N/A  
Current residence address: 212 E. Spruce, Abbott, Texas 76621  
Mailing address: 212 E. Spruce, Abbott, Texas 76621  
Home telephone number: (254) 582-5666

Name: Sarah Ruth Buckland  
Social Security number: 576-67-9058  
Driver's license number: N/A Issuing state: N/A  
Current residence address: 212 E. Spruce, Abbott, Texas 76621  
Mailing address: 212 E. Spruce, Abbott, Texas 76621  
Home telephone number: (254) 582-5666

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of the Court or by registered or certified mail addressed to the clerk. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, Central File Maintenance, P.O. Box 12048, Austin, Texas 78711-2048.

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

9. *Division of Marital Estate*

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party and the children of the marriage.

Property to Husband

IT IS ORDERED AND DECREED that the husband, Carl Edward Buckland, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

RR 1, Box 369A, Frenchville, PA 16836

H-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-3. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.

H-4. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-5. All sums, whether matured or unmatured, accrued or unaccrued, vested or

otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.

H-6. All right, title, and interest in and to that portion of the United States Marine Corps disposable retired pay to be paid as a result of Carl Edward Buckland's service in the United States Marine Corps not awarded to Diana Renee Buckland.

H-7. All policies of life insurance (including cash values) insuring the husband's life.

H-8. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in the husband's name, together with all dividends, splits, and other rights and privileges in connection with them.

H-9. The 2001 Ford F150 motor vehicle, together with all prepaid insurance, keys, and title documents in the possession of the husband or subject to his sole control.

#### **Property to Wife**

IT IS ORDERED AND DECREED that the wife, Diana Renee Buckland, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.

W-2. All clothing, jewelry, and other personal effects in the possession of the wife or subject to her sole control.

W-3. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.

W-4. All right, title and interest in and to \$381.69 per month of the United States Marine Corps disposable retired pay to be paid as a result of Carl Edward Buckland's service in the United States Marine Corps, and 22.98 percent of all increases in the United States Marine Corps disposable retired pay due to cost of living or other reasons, if, as, and when received.

W-5. All policies of life insurance (including cash values) insuring the wife's life.

W-6. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in the wife's name, together with all dividends, splits, and other rights and privileges in connection with them.

W-7. The 1993 Dodge Grand Caravan and Diesel Pickup Truck, together with all prepaid insurance, keys, and title documents in the possession of the wife or subject to her sole control.

### **Provisions Dealing with Division of Military Retirement Benefits**

#### **Division of Husband's Military Retirement**

Payment of United States Marine Corps Disposable Retired Pay - The Court finds, in accordance with the Uniformed Services Former Spouses' Protection Act, 10 U.S.C. section 1408, as follows:

1. This Court has jurisdiction over Carl Edward Buckland. The service member has consented to the jurisdiction of the Court.
2. Petitioner, Diana Renee Buckland, and Respondent, Carl Edward Buckland, were originally married on October 21, 1989, and that marriage lasted for 114 months, during which time Carl Edward Buckland served 248 months of creditable service towards retirement.
3. Carl Edward Buckland's Social Security number is 382-68-4917, the address is 514 Hwy 72, Rolla, Missouri 65401, and his birth date is July 9, 1959.
4. Diana Renee Buckland's Social Security number is 460-49-7499, the address is 212 E. Spruce, Abbott, Texas 76621, and her birth date is January 17, 1964.
5. Carl Edward Buckland was retired from the United States Marine Corps at the time this case was tried.
6. The award of disposable retired pay made to Diana Renee Buckland in this decree is made in compliance with the Uniformed Services Former Spouses' Protection Act.
7. It is intended by this Court and the parties that the Secretary of the Navy or his designee make the payments due to Diana Renee Buckland of her interest in the disposable retired pay awarded in this decree directly to Diana Renee Buckland.

IT IS ORDERED that the Secretary of the Navy or his designated agent shall pay to Diana Renee Buckland directly, each month, her interest awarded in this decree in the United States Marine Corps disposable retired pay paid as a result of Carl Edward Buckland's service in



the United States Marine Corps, plus 22.98 percent of all cost-of-living or other increases in the United States Marine Corps disposable retired pay, on a monthly basis if, as, and when that retirement pay is due to be paid. It is the Court's intention that, if that dollar amount or award (or a larger sum as increases take effect) exceeds 50 percent of the disposable retired pay, the Secretary of the Navy or his designated agent shall pay to Diana Renee Buckland the maximum amount allowable under the Uniformed Services Former Spouses' Protection Act and Carl Edward Buckland shall be responsible for paying the balance of the award each month to Diana Renee Buckland, and it is accordingly ORDERED.

IT IS ORDERED that Carl Edward Buckland is appointed trustee for the benefit of Diana Renee Buckland to the extent of Diana Renee Buckland's interest in the United States Marine Corps disposable retired pay paid as a result of Carl Edward Buckland's service in the United States Marine Corps, and Carl Edward Buckland is ORDERED to pay to Diana Renee Buckland her interest in that pay each month as it is received by Carl Edward Buckland and in no event later than the fifth day of each month in which Carl Edward Buckland receives that retirement pay, beginning the fifth day of the first month in which the retirement pay is paid following the date the Final Decree of Divorce is signed by the Court. This paragraph applies to the extent that the Secretary of the Navy or his designee fails to pay directly to Diana Renee Buckland her monthly entitlement as awarded in this decree, or any portion of that monthly entitlement.

For purposes of this decree, Carl Edward Buckland is specifically directed, on penalty of contempt, to pay Diana Renee Buckland's interest in the disposable retired pay as ordered in this decree. Carl Edward Buckland is specifically directed that he is not relieved of that obligation except to the extent that he is specifically notified that 100 percent of Diana Renee Buckland's interest in the retirement benefit has been directly paid by the Secretary of the Navy or his designated agent.

IT IS ORDERED that the payment of the disposable retirement pay awarded in this decree to Diana Renee Buckland shall continue until the death of Carl Edward Buckland or Diana Renee Buckland.

IT IS ORDERED that, since Diana Renee Buckland is entitled to a percentage interest in any cost-of-living or other increase in the United States Marine Corps disposable retired pay, Carl Edward Buckland shall send to Diana Renee Buckland at 212 E. Spruce, Abbott, Texas 76621, or such other address as is received in the future, a copy of each retired pay voucher that

he receives in the future.

The Court further finds that at the present time Diana Renee Buckland should be named beneficiary under the Armed Services Survivor Benefit Plan and that Carl Edward Buckland's election to provide the Survivor Benefit Plan benefits to Diana Renee Buckland should be continued and maintained in full force and effect and should not be altered or withdrawn by Carl Edward Buckland during his lifetime.

IT IS THEREFORE ORDERED that Carl Edward Buckland shall immediately designate Diana Renee Buckland, his former spouse, beneficiary under the Armed Services Survivor Benefit Plan and that the former spouse shall continue to remain beneficiary as former spouse under that plan.

IT IS ORDERED that Carl Edward Buckland shall immediately obtain, fully complete, sign, and return to U.S. Marine Corps or other entity required to effect the Armed Services Survivor Benefit Plan election all documents, papers, and forms necessary to provide the Armed Services Survivor Benefit Plan benefits to Diana Renee Buckland, as Carl Edward Buckland's former spouse, and shall simultaneously provide Diana Renee Buckland copies of those documents, papers, and forms.

IT IS ORDERED that Carl Edward Buckland do all other acts, deeds, and things that are necessary to immediately designate Diana Renee Buckland the beneficiary of the Armed Services Survivor Benefit Plan.

IT IS ORDERED that Carl Edward Buckland shall not provide, modify, amend, withdraw, or in any other manner alter the election to name Diana Renee Buckland beneficiary of the Armed Services Survivor Benefit Plan.

**Division of Debt**

**Debts to Husband**

IT IS ORDERED AND DECREED that the husband, Carl Edward Buckland, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items

H-1. The following debts, charges, liabilities, and obligations:

Capitol One Mastercard	ending 3088
Approximate balance:	\$ 800.00

~~H-2. Any and all debts, charges, liabilities, and other obligations incurred solely by the husband from and after March, 2001 unless express provision is made in this decree to the contrary.~~

~~H-3. Husband should be awarded costs of foreclosure on house at RR-1, Box 369A, Frenchville, PA-16836 herein awarded to husband on page 23 above.~~

### Debts to Wife

IT IS ORDERED AND DECREED that the wife, Diana Renee Buckland, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

W-1. The following debts, charges, liabilities, and obligations:

- |    |                        |             |
|----|------------------------|-------------|
| a. | Direct Merchant's Bank | ending 9317 |
|    | Approximate balance:   | \$4,310.78  |
| b. | Capitol One            | ending 7188 |
|    | Approximate balance:   | \$5,482.56  |
| c. | Fingerhut              | ending 1863 |
|    | Approximate balance:   | \$183.08    |

W-2. Any and all debts, charges, liabilities, and other obligations incurred solely by the wife from and after March, 2001 unless express provision is made in this decree to the contrary.

### Agreement of the Parties

The Court finds that the parties agree that husband, CARL EDWARD BUCKLAND, shall pay a specified amount towards the credit card debt of wife, DIANA RENEE BUCKLAND. Husband shall pay a total amount of \$4,988.21 directly to Capitol One Mastercard.

The amount of \$4,988.21 is derived from halving the current balances of three (3) credit cards: Direct Merchant's Bank, approximate current balance of \$4,310.77; Capitol One Mastercard, approximate current balance of \$5,482.56; and Finger Hut, approximate current balance of \$183.08. Wife, DIANA RENEE BUCKLAND, shall be responsible for the payment of all balances in excess of the amount herein awarded to husband, CARL EDWARD BUCKLAND.

The parties agree that husband, CARL EDWARD BUCKLAND, will make payment to Capital One Mastercard and mailed to wife, DIANA RENEE BUCKLAND, a one-time payment of \$500.00 within one week of the signing of this decree. The remaining balance of \$4488.21

shall be paid in minimum monthly payments of \$200.00 plus interest until the amount is paid in full. Husband, CARL EDWARD BUCKLAND, shall make all payments payable to Capital One Mastercard; however, payments are to be mailed to wife, DIANA RENEE BUCKLAND. The parties agree that it is wife's, DIANA RENEE BUCKLAND, responsibility to forward all payments received from husband, CARL EDWARD BUCKLAND, to Capital One Mastercard. The parties agree that husband's, CARL EDWARD BUCKLAND, monthly obligation of payment shall be discharged upon receipt of the payment by wife, DIANA RENEE BUCKLAND.

**Return of Property**

Diana Renee Buckland is ORDERED to return Carl Edward Buckland's military I.D. and Wal-Mart discount card immediately upon this divorce becoming final to the law offices of Smith & Carlson P.C., 1105 Wooded Acres Drive, Suite #300, Waco, Texas 76710.

**Notice**

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

**Attorney's Fees**

To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the children, each party shall be responsible for his or her own attorney's fees incurred as a result of legal representation in this case.

**Liability for Federal Income Taxes for Prior Year**

IT IS ORDERED AND DECREED that Carl Edward Buckland and Diana Renee Buckland shall be jointly and severably liable for all federal income tax liabilities of the parties from the date of marriage through December 31, 2001, and shall timely pay any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold Diana Renee Buckland and her property harmless therefrom unless such additional tax, penalty, and/or interest resulted from Diana Renee Buckland's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by Diana Renee Buckland.

**Treatment/Allocation of Community Income for Year of Divorce**

IT IS ORDERED AND DECREED that, for the calendar year 2002, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that for calendar year 2002, each party shall indemnify and hold the other party and his or her property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for 2002 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2003. As requested information becomes available after that date, it shall be provided within ten days of receipt.

IT IS ORDERED AND DECREED that if a refund is made for overpayment of taxes for any year during the parties' marriage through December 31 of 2001, each party shall be entitled to one-half of the refund, and the party receiving the refund check is designated a constructive trustee for the benefit of the other party, to the extent of one-half of the total amount of the refund, and shall pay to the other party one-half of the total amount of the refund check within five days of receipt of the refund check. Either party is ORDERED to endorse a refund check on presentation by the other party.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

IT IS ORDERED AND DECREED that Petitioner shall be entitled to claim the dependency exemption on all the children of the marriage.

**10. Court Costs**

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

**11. Resolution of Temporary Orders**

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by any temporary order issued by this Court.

**12. Discharge from Discovery Retention Requirement**

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

**13. Clarifying Orders**

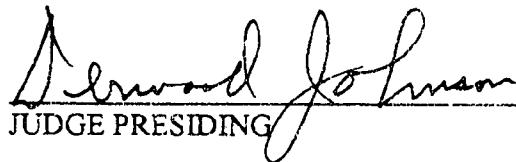
Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

**14. Relief Not Granted**

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied.

**15. Date of Judgment**

SIGNED on October 7th, 2002.

  
JUDGE PRESIDING

**APPROVED AS TO FORM ONLY:**

Clark, Clark & Howell, L.L.P.  
801 Washington Ave., Ste. 300  
Waco, Texas 76701  
Tel: (254) 776-0554  
Fax: (254) 754-0334

By: 

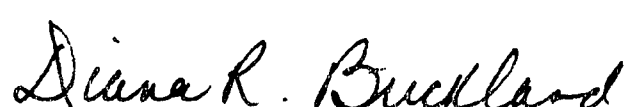
Brian E. Howell  
Attorney for Petitioner  
State Bar No. 10090975

Smith & Carlson, P.C.  
1105 Wooded Acres Dr., Ste. 300  
Waco, Texas 76710  
Tel: (254) 772-5653  
Fax: (254) 772-3183

By: 

Windy W. Barham  
Attorney for Respondent  
State Bar No. 24029430

**APPROVED AND CONSENTED TO  
AS TO BOTH FORM AND SUBSTANCE:**

  
Petitioner

\_\_\_\_\_  
Respondent

Oct. 4, 2002 4:50PM Smith & Carlson PC  
OCT-04-2002 FRI 02:28 PM

FAX NO. 4

No. 7365 P. 2/2  
P. 01  
No. 7362 P. 4/4

Oct. 4, 2002 3:00PM Smith & Carlson PC

**APPROVED AS TO FORM ONLY:**

**Clark, Clark & Howell, L.L.P.**  
801 Washington Ave., Ste. 300  
Waco, Texas 76701  
Tel: (254) 776-0554  
Fax: (254) 754-0334

By:

**Brian E. Howell**  
Attorney for Petitioner  
State Bar No. 10090975

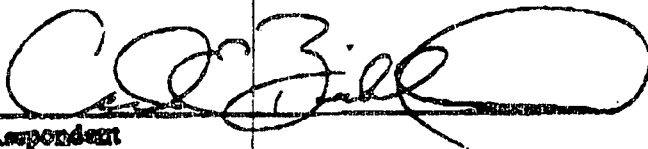
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Waco, Texas 76710  
Tel: (254) 772-5653  
Fax: (254) 772-3183

By:

**Windy W. Barham**  
Attorney for Respondent  
State Bar No. 24029430

**APPROVED AND CONSENTED TO  
AS TO BOTH FORM AND SUBSTANCE:**

Petitioner



Respondent



FILED

NOV 21 2002

William A. Shaw  
Prothonotary

acc  
Diana Buckland  
w/out exhibits

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

Attorney for Plaintiff

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

: Clearfield County


Defendants

: No. 02-739-CD

**PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure  
with reference to the above captioned matter.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: September 30, 2002

FILED

OCT 07 2002

William A. Shaw  
Prothonotary

FILED

Nec

314984  
OCT 07 2007

Reinstated  
to Atty

William A. Shaw  
Prothonotary

Atty pd. 7.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12512

CENDANT MORTGAGE CORPORATION

02-739-CD

VS.

BUCKLAND, CARL E. & diana r.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 24, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
CARL E. BUCKLAND, DEFENDANT. ACCORDING TO POST OFFICE DEFENDANT  
MOVED TO OKLAHOMA.

NOW JUNE 24, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
DIANE R. BUCKLAND, DEFENDANT. ACCORDING TO POST OFFICE DEFENDANT  
MOVED TO TEXAS.

Return Costs

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

FILED

JUN 26 2002

12:20.

William A. Shaw  
Prothonotary

61  
KPS

Sworn to Before Me This

26 Day Of June 2002



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

So Answers,



Chester A. Hawkins  
Sheriff

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

TERM

Plaintiff

v.

NO. 02-734-2

CLEARFIELD COUNTY

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

Defendant(s)

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

**NOTICE**

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

**We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN**

I hereby certify this to be a true  
and attested copy of the original  
and filed for record

**MAY 09 2002**

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

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

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

1. Plaintiff is

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

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

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

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

3. On 7/30/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 199912664.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 7/1/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$111,548.14
Interest	7,679.90
6/1/01 through 4/1/02 (Per Diem \$25.18)	
Attorney's Fees	850.00
Cumulative Late Charges 7/30/99 to 4/1/02	302.76
Cost of Suit and Title Search	<u>750.00</u>
Subtotal	\$121,130.80
Escrow	
Credit	0.00
Deficit	<u>937.26</u>
Subtotal	<u>\$ 937.26</u>
<b>TOTAL</b>	<b>\$122,068.06</b>

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

8. The mortgaged premises is vacant and abandoned.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$122,068.06, together with interest from 4/1/02 at the rate of \$25.18 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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



ALL that certain parcel or tract of land situate in the Township of Goshen, County of Clearfield, State of Pennsylvania, more particularly bounded and described as follows:

**BEGINNING** at an iron rail corner of line of lands now or formerly of Richard Owens and on line of lands now or formerly of Robert F. & Darlene Brown; thence along line of lands now or formerly of Richard Owens South five (5) degrees, zero (0) minutes West a distance of nine hundred fifty-eight and ninety-one hundredths (958.91) feet to an iron pin corner on line of lands now or formerly of Richard Livergood and lands now or formerly of Linda Neff; thence along line of lands now or formerly of Linda Neff North eighty (80) degrees, eight (8) minutes West a distance of five hundred ninety-five and fifty-seven hundredths (595.57) feet to an iron pipe corner on line of lands now or formerly of Jessie Taylor; thence along line of lands now or formerly of Jessie Taylor North eight (8) degrees, fifty (50) minutes East a distance of nine hundred thirty-five and forty-one hundredths (935.41) feet to an iron pin corner on line of lands now or formerly of Robert F. & Darlene Brown; thence along line now or formerly of Robert F. & Darlene Brown South eighty-two (82) degrees, nineteen (19) minutes East a distance of five hundred thirty-one and forty-seven hundredths (531.47) feet to an iron rail corner, the place of beginning. Containing 12.236 acres.

**BEING** the same premises as were conveyed to Carl E. Buckland and Diane R. Buckland, husband and wife, by Deed of Mid-State Bank & Trust Company, a banking institution, dated July 29, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. ~~199912663~~ 3

PREMISES ON: 10 MILLER DRIVE

VERIFICATION

MARC J. HINKLE hereby states that he is V.P. of CENDANT MORTGAGE SERVICES mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



---

DATE: 5/6/02

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

TERM

Plaintiff

v.

NO. 02-739-02

CLEARFIELD COUNTY

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

Defendant(s)

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

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

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN

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

MAY 09 2002

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CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA. 16573

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

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PREMISES ON: 10 MILLER DRIVE

VERIFICATION

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\_\_\_\_\_

DATE: 5/6/02



FEDERMAN AND PHELAN  
BY: Francis S. Hallinan, Esq.  
Atty. I.D. # 62695  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CENDANT MORTGAGE  
CORPORATION

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 02-739-CD

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

**ORDER**

AND NOW, this 10<sup>th</sup> day of October, 2002, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court and the Affidavit of Reasonable Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Complaint on the above captioned Defendant(s) **DIANA R. BUCKLAND**, by mailing a true and correct copy of the Complaint by certified mail and regular mail to the Defendant's last known address, and to the mortgaged premises located at **10 MILLER DRIVE, SHAWVILLE, PA 16573**.

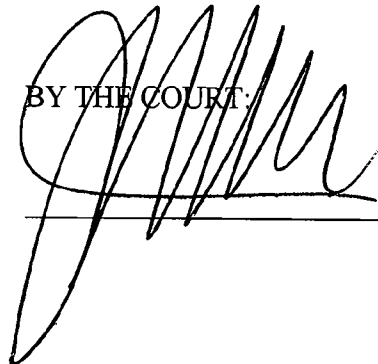
Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit as to the mailing.

**FILED**

OCT 10 2002

William A. Shaw  
Prothonotary

BY THE COURT:



J.

FILED  
3CC  
0/3:01  
OCT 10 2002  
Amy Hallinan

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN  
BY: Francis S. Hallinan, Esq.  
Atty. I.D. # 62695  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CENDANT MORTGAGE  
CORPORATION

COURT OF COMMON PLEAS

**FILED**

vs.

CIVIL DIVISION

OCT 07 2002

CARL E. BUCKLAND  
DIANA R. BUCKLAND

CLEARFIELD COUNTY

William A. Shaw  
Prothonotary

NO. 02-739-CD

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

**MOTION FOR SERVICE PURSUANT TO  
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, Francis S. Hallinan, Esquire, moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant(s) by Certified mail and regular mail to the Defendant's last known address and mortgaged premises located at 10 MILLER DRIVE, SHAWVILLE, PA 16573 and in support thereof avers the following:

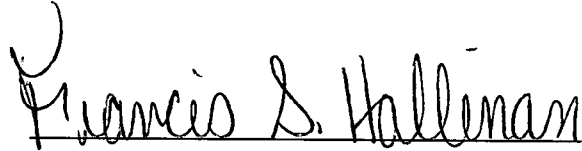
1. Attempts to serve Defendant(s) with the Complaint have been unsuccessful, as indicated by the Sheriff's Return of Service attached hereto as Exhibit "A".

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 is attached hereto as Exhibit "B".

3. Internal records reviewed by Plaintiff and has not been contacted by defendant as of SEPTEMBER 30, 2002 to bring loan current.

4. Plaintiff submits that it has made a good faith effort to locate the defendants, but has been unable to do so.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint by certified mail and regular mail.

A handwritten signature in black ink, reading "Francis S. Hallinan". The signature is written in a cursive style with a large initial "F".

Francis S. Hallinan, Esquire

FEDERMAN AND PHELAN  
BY: Francis S. Hallinan, Esq.  
Atty. I.D. # 62695  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000  
CENDANT MORTGAGE CORPORATION

ATTORNEY FOR PLAINTIFF

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 02-739-CD

**MEMORANDUM OF LAW**

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.

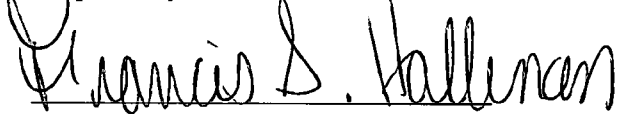
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith 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 Sheriff's Return of Service, attached hereto and marked as Exhibit "A", the Sheriff has been unable to serve the Complaint. 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 Exhibit "B".

**WHEREFORE**, Plaintiff respectfully requests service of the Complaint by certified mail and regular mail.

Respectfully submitted:

  
Francis S. Hallinan, Esquire

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

Sheriff Docket # 12512

CENDANT MORTGAGE CORPORATION

02-739-CD

VS.

BUCKLAND, CARL E. & diana r.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JUNE 24, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
CARL E. BUCKLAND, DEFENDANT. ACCORDING TO POST OFFICE DEFENDANT  
MOVED TO OKLAHOMA.

NOW JUNE 24, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
DIANE R. BUCKLAND, DEFENDANT. ACCORDING TO POST OFFICE DEFENDANT  
MOVED TO TEXAS.

**Return Costs**

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

Sworn to Before Me This

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

So Answers,



**Chester A. Hawkins**  
Sheriff

30 2002  
20m 27

5/23  
KMK

RETURN

AFFIDAVIT OF SERVICE - CLEARFIELD COUNTY

PLAINTIFF CENDANT MORTGAGE CORPORATION

NO. 02-739-CS

DEFENDANT CARL E. BUCKLAND  
DIANA R. BUCKLAND

TYPE OF ACTION  
XX Mortgage Foreclosure  
XX Civil Action

SERVE AT: COMFORT INN, ROOM 221  
110 NORTH OUTER ROAD  
ST. JAMES, MO 65559

SERVED

Served and made known to \_\_\_\_\_,  
Defendant on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, at \_\_\_\_\_  
o'clock, \_\_\_\_ M., at \_\_\_\_\_  
\_\_\_\_\_, City in the manner described below:  
\_\_\_\_\_  
Defendant personally served.  
\_\_\_\_\_  
Adult family member with whom Defendant(s) reside(s).  
Relationship is \_\_\_\_\_  
\_\_\_\_\_  
Adult in charge of Defendant's residence who refused to give  
name/relationship.  
\_\_\_\_\_  
Manager/Clerk of place of lodging in which Defendant(s) reside(s)  
\_\_\_\_\_  
Agent or person in charge of Defendant's office or usual place of  
business.  
\_\_\_\_\_  
and officer of said defendant  
company.  
\_\_\_\_\_  
Other: \_\_\_\_\_

I, \_\_\_\_\_, a competent adult, being duly sworn according to  
law, depose and state that I personally handed to \_\_\_\_\_  
a true and correct copy of the \_\_\_\_\_  
issued in the captioned case on the \_\_\_\_\_ date and at the address indicated  
above.

Sworn to and subscribed  
Before me this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2002.  
Notary: \_\_\_\_\_

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

NOT SERVED

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000, at \_\_\_\_\_ o'clock  
\_\_\_\_ M., Defendant NOT FOUND because:  
☒ Moved ☐ Unknown ☐ No Answer ☐ Vacant  
Other: \_\_\_\_\_ Fee \$27.30

Sworn to and subscribed  
Before me the \_\_\_\_\_ day  
Of \_\_\_\_\_, 2002.  
Notary: \_\_\_\_\_

By: \_\_\_\_\_  
ATTORNEY OF PLAINTIFF  
FRANK FEDERMAN, ESQUIRE - I.D.#12248  
Suite 1400  
One Penn Center Plaza at Suburban Station

Linda M. Morris  
MOVED-NO 30th  
FORWARDING ADDRESS  
NON-EST  
UNABLE TO LOCATE  
30 2002

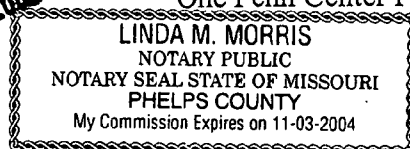


EXHIBIT A

# 3246

AFFIDAVIT OF SERVICE - CLEARFIELD COUNTY

PLAINTIFF CENDANT MORTGAGE CORPORATION

NO. 02-739-CS

DEFENDANT CARL E. BUCKLAND  
DIANA R. BUCKLAND

TYPE OF ACTION  
XX Mortgag-Foreclosure  
XX Civil Action

SERVE AT: 24 HYDE ROAD  
HAVELOCK, NC 28532

9095

SERVED

Served and made known to \_\_\_\_\_,  
Defendant on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, at \_\_\_\_\_  
\_\_\_\_\_ o'clock, \_\_\_\_\_ M., at \_\_\_\_\_  
\_\_\_\_\_, City in the manner described below:  
\_\_\_\_\_ Defendant personally served.  
\_\_\_\_\_ Adult family member with whom Defendant(s) reside(s).  
\_\_\_\_\_ Relationship is \_\_\_\_\_.  
\_\_\_\_\_ Adult in charge of Defendant's residence who refused to give  
name/relationship.  
\_\_\_\_\_ Manager/Clerk of place of lodging in which Defendant(s) reside(s)  
\_\_\_\_\_ Agent or person in charge of Defendant's office or usual place of  
business.  
\_\_\_\_\_ and officer of said defendant  
company.  
\_\_\_\_\_ Other: \_\_\_\_\_.

I, \_\_\_\_\_, a competent adult, being duly sworn according to  
law, depose and state that I personally handed to \_\_\_\_\_  
\_\_\_\_\_ a true and correct copy of the \_\_\_\_\_  
issued in the captioned case on the date and at the address indicated  
above.

Sworn to and subscribed  
Before me this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2002.  
Notary: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, NOT SERVED 2002, ~~2002~~, at \_\_\_\_\_ o'clock  
\_\_\_\_\_ M., Defendant NOT FOUND because:  
✓ Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant  
Other: \_\_\_\_\_

Sworn to and subscribed  
Before me the \_\_\_\_\_ day  
Of \_\_\_\_\_, 2002.  
Notary: \_\_\_\_\_

*Suborah L. Lewis*

*J. B. McNett, SAMPSON COUNTY, NC*  
By: *Ed Weil*  
ATTORNEY OF PLAINTIFF  
FRANK FEDERMAN, ESQUIRE - I.D.#12248  
Suite 1400  
One Penn Center Plaza at Suburban Station  
Philadelphia, PA 19103-1799

EXHIBIT A



**AFFIDAVIT OF SERVICE - CLEARFIELD COUNTY**

PLAINTIFF CENDANT MORTGAGE CORPORATION

NO. 02-739-CS

DEFENDANT CARL E. BUCKLAND  
DIANA R. BUCKLAND

**TYPE OF ACTION**

XX Mortgage Foreclosure  
XX Civil Action

SERVE AT: 23 CATAWBA ROAD  
HAVELOCK, NC 28532

**SERVED**

Served and made known to \_\_\_\_\_  
Defendant on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, at \_\_\_\_\_  
o'clock, \_\_\_\_ M., at \_\_\_\_\_

\_\_\_\_\_, City in the manner described below:

\_\_\_\_\_, Defendant personally served.

\_\_\_\_\_, Adult family member with whom Defendant(s) reside(s).

\_\_\_\_\_, Relationship is \_\_\_\_\_.

\_\_\_\_\_, Adult in charge of Defendant's residence who refused to give  
name/relationship.

\_\_\_\_\_, Manager/Clerk of place of lodging in which Defendant(s) reside(s)

\_\_\_\_\_, Agent or person in charge of Defendant's office or usual place of  
business.

\_\_\_\_\_, \_\_\_\_\_ and officer of said defendant  
company.

\_\_\_\_\_, Other: \_\_\_\_\_.

I, \_\_\_\_\_, a competent adult, being duly sworn according to  
law, depose and state that I personally handed to \_\_\_\_\_  
\_\_\_\_\_ a true and correct copy of the \_\_\_\_\_  
issued in the captioned case on the \_\_\_\_\_ date and at the address indicated  
above.

Sworn to and subscribed

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_, 2002.

Notary: \_\_\_\_\_

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

**NOT SERVED**

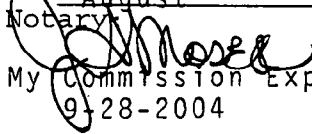
On the 17 day of August, 2002, at 2 p.m. o'clock  
\_\_\_\_\_.M., Defendant NOT FOUND because:

Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer XX Vacant \_\_\_\_\_  
Other: NEVER HOME Many Attempts at various times, early, late, week ends.

Sworn to and subscribed

Before me the 17 day

Of August, 2002.

Notary:   
My Commission Expires:  
9-28-2004

By:  Liz Fuller  
ATTORNEY OF PLAINTIFF  
FRANK FEDERMAN, ESQUIRE - I.D.#12248  
Suite 1400

One Penn Center Plaza at Suburban Station  
Philadelphia, PA 19103-1799  
(215) 563-7000

NRL, Svc Dept.

**EXHIBIT A**

SEP 13 2002

2 m 29

SEP 16 2002

2 m 29

9/4

N23

RETURN

**AFFIDAVIT OF SERVICE - CLEARFIELD COUNTY**

PLAINTIFF CENDANT MORTGAGE CORPORATION

NO. 02-739-CD

DEFENDANT DIANA R. BUCKLAND

TYPE OF ACTION

XX Mortgage Foreclosure

XX Civil Action

SERVE AT: 514 EAST STATE ROUTE 72  
ROLLA, MO 65401

**SERVED**

Served and made known to \_\_\_\_\_  
Defendant on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, at \_\_\_\_\_  
o'clock, \_\_\_\_ M., at \_\_\_\_\_

\_\_\_\_\_, City in the manner described below:

\_\_\_\_\_  
Defendant personally served.

\_\_\_\_\_  
Adult family member with whom Defendant(s) reside(s).

Relationship is \_\_\_\_\_

\_\_\_\_\_  
Adult in charge of Defendant's residence who refused to give name/relationship.

\_\_\_\_\_  
Manager/Clerk of place of lodging in which Defendant(s) reside(s)

\_\_\_\_\_  
Agent or person in charge of Defendant's office or usual place of business.

\_\_\_\_\_  
and officer of said defendant company.

\_\_\_\_\_  
Other: \_\_\_\_\_

I, \_\_\_\_\_, a competent adult, being duly sworn according to law, depose and state that I personally handed to \_\_\_\_\_ a true and correct copy of the \_\_\_\_\_ issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_, 2002.

Notary:

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

**NOT SERVED**

On the \_\_\_\_\_ day of SEP 16 2002, 2000, at \_\_\_\_\_ o'clock  
\_\_\_\_ M., Defendant NOT FOUND because:

☒ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other: DA/14 TEXAS

Sworn to and subscribed

Before me the \_\_\_\_\_ day

Of \_\_\_\_\_, 2002.

Notary:

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

ATTORNEY OF PLAINTIFF

FRANK FEDERMAN, ESQUIRE - I.D.#12248

Suite 1400

One Penn Center Plaza at Suburban Station

Philadelphia, PA 19103-1799

(215) 563-7000

Fee: 20.00

Total 20.00

NON-EST  
UNABLE TO LOCATE

MOVED-NO  
FORWARDING  
ADDRESS

SEP 16 2002

**EXHIBIT A**

NRC

**SKN Data Research Inc.**  
**AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: **2-2212PA**  
Attorney Firm: **Federman & Phelan**  
Subject: **Diana R. Buckland**

Current Address: 23 Catawba Rd. Havelock, NC 28532  
Property Address: 10 Miller Dr. Shawville, PA 16573  
Mailing Address: 23 Catawba Rd. Havelock, NC 28532

**I Scott Nulty, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:**

- I. CREDIT INFORMATION
  - A. SOCIAL SECURITY NUMBER  
**Diana R. Buckland - 460-49-7499**
  - B. EMPLOYMENT SEARCH  
**Diana R. Buckland - unknown**
  - C. INQUIRY OF CREDITORS  
**The creditors indicate that Diana R. Buckland reside(s) at:  
23 Catawba Rd. Havelock, NC 28532**
- II. INQUIRY OF TELEPHONE COMPANY
  - A. DIRECTORY ASSISTANCE SEARCH  
**Indicated that Diana R. Buckland reside(s) at:  
23 Catawba Rd. Havelock, NC 28532 - 252-631-5148**
- III. INQUIRY OF NEIGHBORS  
**Unable to contact neighbors to confirm that Diana R. Buckland reside(s) at:  
23 Catawba Rd. Havelock, NC 28532**
- IV. INQUIRY OF POST OFFICE
  - A. NATIONAL ADDRESS UPDATE  
**Diana R. Buckland - 23 Catawba Rd. Havelock, NC 28532**
- V. MOTOR VEHICLE REGISTRATION
  - A. MOTOR VEHICLE & DMV OFFICE  
**Per the PA Department of Motor Vehicle Diana R. Buckland reside(s) at: last  
known address.**
- VI. OTHER INQUIRIES
  - A. DEATH RECORDS  
**As of July 1, 2002 Vital Records has no death record on file for Diana R.  
Buckland.**
  - B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.)  
**none**

**EXHIBIT B**

C. COUNTY VOTER REGISTRATION

The Clearfield County Voter registration has a registration for Diana R. Buckland residing at: last known address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Diana R. Buckland -YOB YOB 1966

B. A.K.A.

none

\* All accessible public databases have been checked and cross-referenced for the above named individual(s).

\* Please be advised all database information indicates the subject resides at the current address.

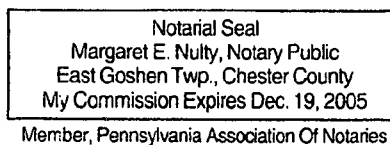
The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



AFFIANT Scott Nulty  
SKN Data Research Inc. President

Sworn to and subscribed before me this 25<sup>th</sup> day of September 2002

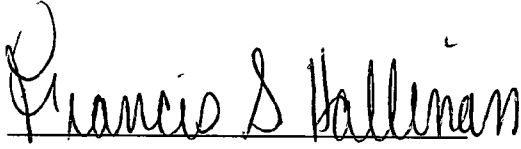
  
NOTARY PUBLIC

**VERIFICATION**

**Francis S. Hallinan, Esquire**, hereby states that he is the Attorney for the Plaintiff in this action, that she is authorized to take 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. Sec. 4904 relating to unsworn falsification to authorities.

Date: September 30, 2002

  
Francis S. Hallinan, Esquire

FILED

NO

cc

10/07/2002

*Kuss*

William A. Shaw  
Prothonotary

8

FEDERMAN AND PHELAN  
BY: Francis S. Hallinan, Esq.  
Atty. I.D. # 62695  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CENDANT MORTGAGE  
CORPORATION

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 02-739-CD

Vs:

CARL E. BUCKLAND  
DIANA R. BUCKLAND

**CERTIFICATION OF SERVICE**

I, Francis S. Hallinan, Esquire, herby certify that a copy of the Motion for Service Pursuant to Special Order of Court has been sent to the individual(s) as indicated below by first class mail, postage prepaid, on the date listed below.

DIANA R. BUCKLAND at:

10 MILLER DRIVE  
SHAWVILLE, PA 16573

COMFORT INN, ROOM 221  
110 NORTH OUTER ROAD  
ST. JAMES, MO 65559

24 HYDE ROAD  
HAVELOCK, NC 28532

23 CATAWBA ROAD  
HAVELOCK, NC 28532

514 EAST STATE ROUTE 72  
ROLLA, MO 65401

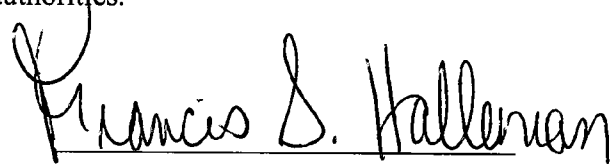
**FILED**

OCT 07 2002

William A. Shaw  
Prothonotary

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

Date: September 30, 2002



Francis S. Hallinan, Esquire  
Attorney for Plaintiff

FILED

*Spence*

NO

CC

11:57:01

OCT 07 2002

William A. Shaw  
Prothonotary



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

Attorney for Plaintiff

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

DIANA R. BUCKLAND  
CARL E. BUCKLAND

: CLEARFIELD COUNTY

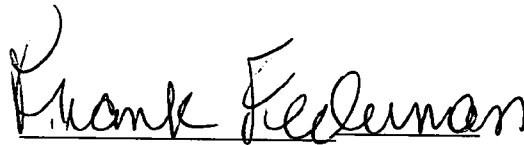
Defendant(s)

: NO. 02-739-CD

**AFFIDAVIT OF SERVICE OF COMPLAINT  
BY MAIL PURSUANT TO COURT ORDER**

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following persons, to **DIANA R. BUCKLAND at 10 MILLER DRIVE, SHAWVILLE, PA 16573; 110 NORTH OUTER ROAD, ST. JAMES, MO 65559; 23 CATAWBA ROAD, HAVELOCK, NC 28532; 514 EAST STATE ROUTE 72, ROLLA, MO 65401; 24 HYDE ROAD, HAVELOCK, NC 28532,** on **OCTOBER 15, 2002**, in accordance with the Order of Court dated **OCTOBER 10, 2002**. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: October 15, 2002



FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

**FILED**

OCT 18 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

No.: 02-739-<sup>cd</sup>~~CS~~

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$122,068.06
Interest (4/1/02 to 6/5/03)	<u>10,852.58</u>
<b>TOTAL</b>	<b>\$132,920.64</b>

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 6/11/03

  
PRO PROTHY

**FILED**

JUN 11 2003

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL E. BUCKLAND

DIANA R. BUCKLAND

: NO. 02-739-CD

Defendant(s)

TO: CARL E. BUCKLAND  
P.O. BOX 484  
ST. JAMES, MO 65559

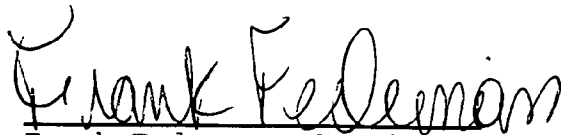
DATE OF NOTICE: NOVEMBER 5, 2002

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

**IMPORTANT NOTICE**

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



Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL E. BUCKLAND

DIANA R. BUCKLAND

: NO. 02-739-CD

Defendant

TO: DIANA R. BUCKLAND

10 MILLER DRIVE

SHAWVILLE, PA 16573

DATE OF NOTICE: NOVEMBER 5, 2002

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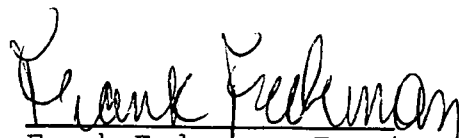
CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641



Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND

DIANA R. BUCKLAND

**VERIFICATION OF NON-MILITARY SERVICE**

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, CARL E. BUCKLAND, is over 18 years of age, and resides at 10 MILLER DRIVE, SHAWVILLE, PA 16573.

(c) that defendant, DIANA R. BUCKLAND, is over 18 years of age, and resides at 10 MILLER DRIVE, SHAWVILLE, PA 16573.

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

  
FRANK FEDERMAN, ESQUIRE

FILED

01:05:51

JUN 11 2003

Atty. Gen.  
20.00

William A. Shaw  
Prisoners

individually at Shawville

1009 Notice to Carl Buckland at

P.O. Box 484

St. James, MO 65559

Statement to Atty  
Gen.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CENDANT MORTGAGE CORPORATION

Plaintiff

vs.

No.: 02-739-CS

CARL E. BUCKLAND  
DIANA R. BUCKLAND

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on June 11, 2003.

By: Willi [Signature] DEPUTY

If you have any questions concerning this matter please contact:

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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

COPY

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

Cendant Mortgage Corporation  
Plaintiff(s)

No.: 2002-00739-CD

Real Debt: \$132,920.64

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Carl E. Buckland  
Diana R. Buckland  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 11, 2003

Expires: June 11, 2008

Certified from the record this 11th day of June, 2003.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney



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

**CENDANT MORTGAGE CORPORATION**

**vs.**

**CARL E. BUCKLAND**  
**DIANA R. BUCKLAND**

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

**No. 02-739-C8**

**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

\$132,920.64

Interest from 6/5/03 to  
Date of Sale (\$21.85 per diem)

\_\_\_\_\_ and Costs.

*Prothonotary costs*

*134.00*

*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.

**FILED**

**JUN 11 2003**

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

No. 02-739-CS

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Frank Halman  
Attorney for Plaintiff(s)

Address: 10 MILLER DRIVE, SHAWVILLE, PA 16573  
P.O. BOX 484, ST. JAMES, MO 65559  
Where papers may be served.

**FILED**  
m/11:05 AM  
JUN 11 2003  
William A. Shaw  
Prothonotary  
Atty pd.  
8:00  
1 CC & Le units w/  
prep desc. to  
Shf

ALL THAT CERTAIN parcel or trace of land situate in the Township of Goshen, County of Clearfield, State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron rail corner of line of lands now or formerly of Richard Owens and on line of lands now or formerly of Robert F. and Darlene Brown; thence along line of lands now or formerly of Richard Owens South five (5) degrees, zero (0) minutes West a distance of nine hundred fifty-eight and ninety-one hundredths (958.91) feet to an iron pin corner on line of lands now or formerly of Richard Livergood and lands now or formerly of Linda Neff; thence along line of lands now or formerly of Linda Neff North eighty (80) degrees, eight (8) minutes West a distance of five hundred ninety-five and fifty-seven hundredths (595.57) feet to an iron pipe corner on line of lands now or formerly of Jessie Taylor; thence along line of lands now or formerly of Jessie Taylor North eight (8) degrees; fifty (50) minutes East a distance of nine hundred thirty-five and forty-one hundredths (935.41) feet to an iron pin corner on line of lands now or formerly of Robert F. and Darlene Brown; thence along line now or formerly of Robert F. and Darlene Brown South eighty-two (82) degrees, nineteen (19) minutes East a distance of five hundred thirty-one and forty-seven hundredths (531.47) feet to an iron rail corner, the place of beginning.

CONTAINING 12.236 acres.

Tax Parcel 115.0-M05-000-00010

TITLE TO SAID PREMISES IS VESTED IN Carl E. Buckland and Diana R. Buckland, husband and wife by Deed from Mid-State Bank and Trust company dated 7/29/1999, recorded 7/30/1999, in Instrument # 199912663.

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION

No.: 02-739-CS

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

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

CENDANT MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at 10 MILLER DRIVE, SHAWVILLE, PA 16573:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
CARL E. BUCKLAND	10 MILLER DRIVE SHAWVILLE, PA 16573
DIANA R. BUCKLAND	10 MILLER DRIVE SHAWVILLE, PA 16573

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

June 3, 2003

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION

No.: 02-739-CS

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

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

CENDANT MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 10 MILLER DRIVE, SHAWVILLE, PA 16573:

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)
------	---

None.

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)
------	---

None.

- 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)

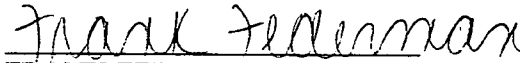
Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

10 MILLER DRIVE  
SHAWVILLE, PA 16573

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

June 3, 2003

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

CENDANT MORTGAGE  
CORPORATION

No.: 02-739-CS

vs.

CLEARFIELD COUNTY

CARL E. BUCKLAND  
DIANA R. BUCKLAND

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

COPY

CENDANT MORTGAGE CORPORATION

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 02-739-CB

CARL E. BUCKLAND  
DIANA R. BUCKLAND

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield  
~~DELAWARE~~:

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: 10 MILLER DRIVE, SHAWVILLE, PA 16573

(See legal description attached.)

Amount Due

\$132,920.64

Interest from 6/5/03 to  
Date of Sale (\$21.85 per diem)

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

Total

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

Prothonotary costs

134.00

Dated 6/11/03  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy



No. 02-739-CS

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

CENDANT MORTGAGE CORPORATION

VS.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$132,920.64</u>
Int. from 6/5/03 to Date of Sale (\$21.85 per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>134.00</u>
Sheriff	<u>                    </u>

Frank Federman  
Attorney for Plaintiff

Address: 10 MILLER DRIVE, SHAWVILLE, PA 16573  
P.O. BOX 484 , ST. JAMES, MO 65559  
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

OFFICE OF THE PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830

**FILED**

JUN 16 2003

William A. Shaw  
Prothonotary

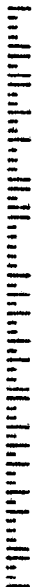
CARL E. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573



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

**RTS**  
RETURN TO SENDER

16830-2448 04



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

No.: 02-739-C8<sup>D</sup>

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$122,068.06
Interest (4/1/02 to 6/5/03)	<u>10,852.58</u>
<b>TOTAL</b>	<b>\$132,920.64</b>

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

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 6/11/03

Will Prothy  
PRO PROTHY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CENDANT MORTGAGE CORPORATION

Plaintiff

vs.

No.: 02-739-C<sup>8</sup>

CARL E. BUCKLAND  
DIANA R. BUCKLAND

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on June 11, 2003.

By: Willi L. Han <sup>311</sup>DEPUTY

If you have any questions concerning this matter please contact:

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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

Attorney for Plaintiff

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL E. BUCKLAND  
DIANA R. BUCKLAND

: NO. 02-739-CD

Defendant(s)

TO: CARL E. BUCKLAND  
P.O. BOX 484  
ST. JAMES, MO 65559

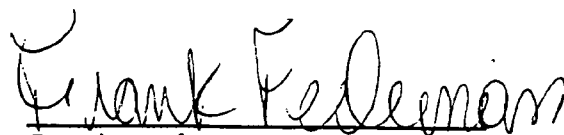
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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

  
Frank Federman, Esquire  
Attorney for Plaintiff

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

Attorney for Plaintiff

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL E. BUCKLAND  
DIANA R. BUCKLAND

: NO. 02-739-CD

Defendant

TO: DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573


DATE OF NOTICE: NOVEMBER 5, 2002

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

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

  
Frank Federman, Esquire  
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND  
DIANA R. BUCKLAND

**VERIFICATION OF NON-MILITARY SERVICE**

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, CARL E. BUCKLAND, is over 18 years of age, and resides at 10 MILLER DRIVE, SHAWVILLE, PA 16573.

(c) that defendant, DIANA R. BUCKLAND, is over 18 years of age, and resides at 10 MILLER DRIVE, SHAWVILLE, PA 16573.

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

  
FRANK FEDERMAN, ESQUIRE

OFFICE OF THE PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830



**FILED**

JUN 16 2003

William A. Shaw  
Prothonotary

DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573

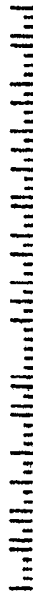
A C S  
○

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

☐ OTHER

**RTS**  
RETURN TO SENDER

16830-2448 04





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

No.: 02-739-C<sup>D</sup>8

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$122,068.06
Interest (4/1/02 to 6/5/03)	<u>10,852.58</u>
<b>TOTAL</b>	<b>\$132,920.64</b>

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

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 6/11/03

Will. L. H. H.  
PRO PROTHY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CENDANT MORTGAGE CORPORATION

Plaintiff

vs.

No.: 02-739-C8

CARL E. BUCKLAND  
DIANA R. BUCKLAND

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on June 11, 2003.

By: Willi L. Shan ~~att~~ DEPUTY

If you have any questions concerning this matter please contact:

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL E. BUCKLAND

DIANA R. BUCKLAND

: NO. 02-739-CD

Defendant(s)

TO: CARL E. BUCKLAND

P.O. BOX 484

ST. JAMES, MO 65559

DATE OF NOTICE: NOVEMBER 5, 2002

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

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:


CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641



Frank Federman, Esquire

Attorney for Plaintiff

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CENDANT MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

CARL E. BUCKLAND

DIANA R. BUCKLAND

: NO. 02-739-CD

Defendant

TO: DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573


DATE OF NOTICE: NOVEMBER 5, 2002

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

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

  
Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND  
DIANA R. BUCKLAND

**VERIFICATION OF NON-MILITARY SERVICE**

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, CARL E. BUCKLAND, is over 18 years of age, and resides at 10 MILLER DRIVE, SHAWVILLE, PA 16573.

(c) that defendant, DIANA R. BUCKLAND, is over 18 years of age, and resides at 10 MILLER DRIVE, SHAWVILLE, PA 16573.

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

  
FRANK FEDERMAN, ESQUIRE

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION      CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND  
DIANA R. BUCKLAND

AFFIDAVIT

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **DIANA R. BUCKLAND** on 8/15/03., at 10 MILLER DRIVE, SHAWVILLE, PA 16573, in accordance with the Order of Court dated 10/10/02.

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

Frank Federman  
FRANK FEDERMAN, ESQUIRE

Date: August 19, 2003

FILED  
AUG 25 2003  
William A. Shaw  
Prothonotary/Clerk of Courts  
w/c/c

**AFFIDAVIT OF SERVICE**

**PLAINTIFF**  
**CENDANT MORTGAGE CORPORATION**

**CLEARFIELD COUNTY**

**ACCT. #0003320389**

**DEFENDANT**  
**CARL E. BUCKLAND**  
**DIANA R. BUCKLAND**

**COURT NO.: 02-739-ES CD**

**SERVE CARL E. BUCKLAND AT:**  
**4206 E. HIGHWAY 80 APT. 1158**  
**MESQUITE, TX 75149**

**TYPE OF ACTION**  
**XX Notice of Sheriff's Sale**  
**SALE DATE: OCTOBER 10, 2003**

**SERVED**

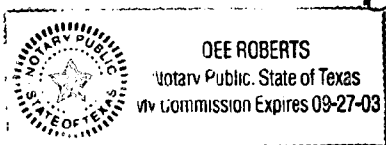
Served and made known to CARL E. BUCKLAND Defendant on the 17<sup>th</sup> day of September, 2003, at 11:15 o'clock A. M., at 4206 E. Highway 80 Apt 1158 Commonwealth of Pennsylvania, in the manner described below: MESQUITE TX 75149

- ☒ Defendant personally served.  
☐ Adult family member with whom Defendant(s) reside(s).  
Relationship is \_\_\_\_\_  
☐ Adult in charge of Defendant's residence who refused to give name or relationship.  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant's office or usual place of business.  
\_\_\_\_\_ an officer of said Defendant's company.  
☐ Other: \_\_\_\_\_

Description: Age 40 to 45 Height 5' 11" Weight 185 Race W Sex M Other \_\_\_\_\_

I, Bill E. ARMSTRONG competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 23<sup>rd</sup> day  
of Sept, 2003



Notary:

By:

*Bill E. Armstrong*

**NOT SERVED**

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., Defendant NOT FOUND because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_.

By:

Notary:

**OCT 02 2003**

*W. A. Shaw*

William A. Shaw

Prothonotary/Clerk of Courts

*NO CFM*

**ATTORNEY FOR PLAINTIFF**  
**FRANK FEDERMAN, ESQUIRE**  
I.D.#12248  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000  
(215) 563-7000

**FILED**

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

Office of the Prothonotary  
Clearfield County Courthouse

RE: CENDANT MORTGAGE CORPORATION  
v. CARL E. BUCKLAND and DIANA R. BUCKLAND  
CLEARFIELD COUNTY, NO. 02-739-CS

RE: AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129


Dear Sir,

Enclosed please find the following:

XX Affidavit of service pursuant to rule 3129 with attachments.

Thank you for your cooperation.

Yours truly,

  
Dan G. Trautz  
for Federman and Phelan

CC: Sheriff's Office of Clearfield County

**FILED**

OCT 02 2003

William A. Shaw  
Prothonotary



SALE DATE: 10/10/03

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CENDANT MORTGAGE CORPORATION

No.: 02-739-CS

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

**AFFIDAVIT PURSUANT TO RULE 3129.1  
AND RETURN OF SERVICE PURSUANT TO  
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at:

10 MILLER DRIVE, SHAWVILLE, PA 16573.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION

No.: 02-739-CS

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

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

CENDANT MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 10 MILLER DRIVE, SHAWVILLE, PA 16573:

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)
------	---

None.

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)
------	---

None.

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

Name

Last Known Address (if address cannot be  
reasonably 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)

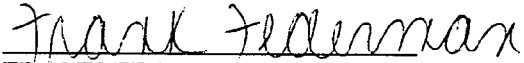
Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

10 MILLER DRIVE  
SHAWVILLE, PA 16573

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

June 3, 2003

Name and Address of Sender  
FEDERMAN AND PHELAN, LLP  
One Penn Center at Suburban Station  
Philadelphia, PA 19103-1814  
Dan G. Trautz/  
Suite 1400

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	CARL E. BUCKLAND	Tenant/Occupant, 10 MILLER DRIVE, SHAWVILLE, PA 16573		
2	0003320389	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
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)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of negotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.



August 4, 2003

**CENDANT MORTGAGE CORPORATION**

**vs.**

**CARL E. BUCKLAND  
DIANA R. BUCKLAND**

**TO: All parties in Interest and Claimants**

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY**

**OWNER(S): CARL E. BUCKLAND and DIANA R. BUCKLAND**  
*(All of the defendants named in the action are not always the same as all the owners,  
please take care in this regard)*

**PROPERTY: 10 MILLER DRIVE, SHAWVILLE, PA 16573**

Improvements: Residential dwelling

Judgment Amount: **\$132,920.64**

**CLEARFIELD COUNTY  
No. 02-739-CS**

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on FRIDAY, OCTOBER 10, 2003, at the Clearfield County Courthouse, 1 North 2<sup>nd</sup> Street, Suite 116, Clearfield, PA 16830 at 10:00 A.M..

Our records indicate that you may hold a mortgage, judgment, or other interest on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interests. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to **CONTACT YOUR OWN ATTORNEY**, as we are not permitted to give you legal advice.

The Sheriff will file a schedule of Distribution on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

**FILED**

*M 11:22 AM BH NDC*

OCT 02 2003

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND

DIANA R. BUCKLAND

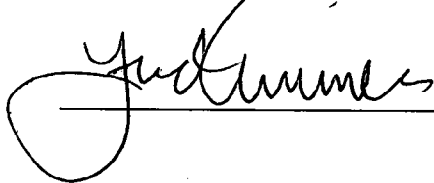
**ORDER**

AND NOW, this 8 day of January, 2004, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby

**ORDERED** that the said sale is extended to the regularly scheduled CLEARFIELD Sheriff's Sale dated April 2, 2004.

No further advertising or additional notice to lien holder or defendant(s) is required.

BY THE COURT:

  
J.

FILED

JAN 09 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

acc

JAN 11 2004

Wm A. Shaw  
Prothonotary/Clerk of Courts



FEDERMAN AND PHELAN

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

TWO PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND

DIANA R. BUCKLAND

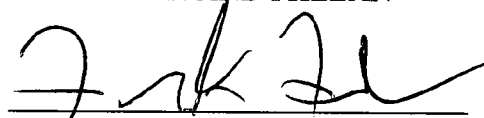
**MOTION FOR POSTPONEMENT OF SHERIFF'S SALE**

Plaintiff, by its counsel, Federman and Phelan, petitions this Honorable Court for a postponement of its Sheriff's Sale scheduled in the above captioned matter and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **January 9, 2004**.
2. Plaintiff has been unable to have the Notice of Sale served upon the Defendant(s) within the thirty-day time limit set forth by Pennsylvania Rule of Civil Procedure 3129.
3. A postponement of the Sheriff's sale will enable Plaintiff to have the Notice of Sale served upon the Defendant(s).

**WHEREFORE**, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to **April 2, 2004**.

FEDERMAN AND PHELAN



FRANK FEDERMAN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED

JAN 07 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND

DIANA R. BUCKLAND

**PLAINTIFF'S MEMORANDUM OF LAW**

Pursuant to Pennsylvania Rule of Civil Procedure 3129, it is necessary in a foreclosure action for the Sheriff to serve upon the Defendant(s) notice of the sale of the mortgaged premises. If the Defendant's whereabouts are unknown, a reasonable investigation of the whereabouts must be made and a petition filed with the Court seeking alternative service of the Complaint.

**Pa. R.C.P. 3129(b)(2) provides in part:**

(2) The written notice prepared by the plaintiff shall contain the same information as the handbills or may consist of the handbill and shall be served by the Sheriff at least thirty (30) days before the sale on all persons whose names and addresses are set forth in the affidavit required by subdivision (a). The plaintiff shall direct the Sheriff to make service either:

(i) in the manner prescribed by Rule 402 for the service of original process upon a defendant.

(ii) or by mailing a copy...

In order for the Plaintiff to successfully make service of the notice at least thirty days prior to the sale, simple restrictions require a postponement of the sale.

Accordingly, Plaintiff respectfully requests a postponement of the Sheriff's Sale of the mortgaged premises to the April 2, 2004 sale.

RESPECTFULLY SUBMITTED:




FRANK FEDERMAN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

Frank Federman, Esquire, hereby states that he is the attorney for the plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** are true and correct to the best of his knowledge, information and belief.

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

Date: January 6, 2004

  
\_\_\_\_\_  
FRANK FEDERMAN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FEDERMAN AND PHELAN

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 02-739-CS

CARL E. BUCKLAND

DIANA R. BUCKLAND

**CERTIFICATION OF SERVICE**

I, FRANK FEDERMAN, hereby certify that a copy of the Motion for Postponement of Sheriff's Sale has been sent to the individuals indicated below on January 6, 2004.

CARL E. BUCKLAND

DIANA R. BUCKLAND

FEDERMAN AND PHELAN



FRANK FEDERMAN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

cc  
10/11/33  
Att'y Federman  
JF

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

DOCKET # 14375  
NO: 02-739-CD

PLAINTIFF: CENDANT MORTGAGE CORPORATION  
vs.  
DEFENDANT: CARL E. BUCKLAND AND DIANA R. BUCKLAND

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 06/11/2003

LEVY TAKEN 08/13/2003 @ 9:45 AM

POSTED 08/13/2003 @ 9:45 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/18/2005

DATE DEED FILED **NOT SOLD**

PROPERTY ADDRESS 10 MILLER DRIVE SHAWVILLE , PA 16573

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

**FILED**  
64 0131561  
FEB 18 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14375  
NO: 02-739-CD

PLAINTIFF: CENDANT MORTGAGE CORPORATION  
vs.  
DEFENDANT: CARL E. BUCKLAND AND DIANA R. BUCKLAND

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

@

SERVED CARL E. BUCKLAND

MAILED CERTIFIED & REG MAIL RETURNED UNCLAIMED TO SHERIFF'S OFFICE 9/12/2003 CERT #70022410000372241500

@

SERVED DIANA R. BUCKLAND

MAILED CERT & REG. MAIL PER COURT ORDER. RETURNED TO SHERIFF'S OFFICE UNCLAIMED 9/17/2003. CERT #70022410000372241593

@

SERVED CARL E. BUCKLAND

MAILED CERT & REG MAIL TO NEW ADDRESS RETURNED TO SHERIFF'S OFFICE UNCLAIMED 10/28/03. CERT #70022410000372241616

@

SERVED

NOW, OCTOBER 3, 2003 RECEIVED FAX LETTER FROM PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE TO JANUARY 9, 2004. NOW, JANUARY 8, 2004 RECEIVED A FAX LETTER TO CONTINUE THE SHERIFF'S SALE TO APRIL 2, 2004.

@

SERVED

NOW, JANUARY 8, 2004 RECEIVED FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE JANUARY 9, 2004 SALE TO APRIL 2, 2004.

@

SERVED

NOW, MARCH 8, 2004 RECEIVED FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE FOR APRIL 2, 2004.

@

SERVED

NOW, JANUARY 31, 2005 RETURN WRIT AS NO SALE HELD THE PLAINTIFF'S ATTORNEY STAYED THE SALE. TIME EXPIRED.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14375  
NO: 02-739-CD

PLAINTIFF: CENDANT MORTGAGE CORPORATION  
vs.  
DEFENDANT: CARL E. BUCKLAND AND DIANA R. BUCKLAND

Execution REAL ESTATE

SHERIFF RETURN

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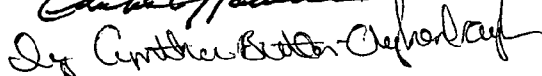
SHERIFF HAWKINS \$211.73

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180 to 3183 and Rule 3257

CENDANT MORTGAGE CORPORATION

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 02-739-CS

CARL E. BUCKLAND  
DIANA R. BUCKLAND

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

*Clearfield*  
County of ~~DELAWARE~~:

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: 10 MILLER DRIVE, SHAWVILLE, PA 16573

(See legal description attached.)

Amount Due \$132,920.64

Interest from 6/5/03 to  
Date of Sale (\$21.85 per diem) \$ \_\_\_\_\_

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

*Prothonotary costs*

*134.00*  
*Willie L. [Signature]*

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 6/11/03  
(SEAL)

Received 7-11-03 @ 2:30 P.M.  
By: Chester A. Hawkins  
by Cynthia Butler-Aughenbaugh

Deputy

No. 02-739-CS

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

CENDANT MORTGAGE CORPORATION

vs.

CARL E. BUCKLAND  
DIANA R. BUCKLAND

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$132,920.64</u>
Int. from 6/5/03 to Date of Sale (\$21.85 per diem)	_____
Costs	_____
Prothy. Pd.	<u>134.00</u>
Sheriff	_____

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

Address: 10 MILLER DRIVE, SHAWVILLE, PA 16573  
P.O. BOX 484, ST. JAMES, MO 65559  
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

ALL THAT CERTAIN parcel or trace of land situate in the Township of Goshen, County of Clearfield, State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron rail corner of line of lands now or formerly of Richard Owens and on line of lands now or formerly of Robert F. and Darlene Brown; thence along line of lands now or formerly of Richard Owens South five (5) degrees, zero (0) minutes West a distance of nine hundred fifty-eight and ninety-one hundredths (958.91) feet to an iron pin corner on line of lands now or formerly of Richard Livergood and lands now or formerly of Linda Neff; thence along line of lands now or formerly of Linda Neff North eighty (80) degrees, eight (8) minutes West a distance of five hundred ninety-five and fifty-seven hundredths (595.57) feet to an iron pipe corner on line of lands now or formerly of Jessie Taylor; thence along line of lands now or formerly of Jessie Taylor North eight (8) degrees; fifty (50) minutes East a distance of nine hundred thirty-five and forty-one hundredths (935.41) feet to an iron pin corner on line of lands now or formerly of Robert F. and Darlene Brown; thence along line now or formerly of Robert F. and Darlene Brown South eighty-two (82) degrees, nineteen (19) minutes East a distance of five hundred thirty-one and forty-seven hundredths (531.47) feet to an iron rail corner, the place of beginning.

CONTAINING 12.236 acres.

Tax Parcel 115.0-M05-000-00010

TITLE TO SAID PREMISES IS VESTED IN Carl E. Buckland and Diana R. Buckland, husband and wife by Deed from Mid-State Bank and Trust company dated 7/29/1999, recorded 7/30/1999, in Instrument # 199912663.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CARL E. BUCKLAND

NO. 02-739-CD

NOW, January 29, 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 April 02, 2004, I exposed the within described real estate of Carl E. Buckland And Diana R. Buckland to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	4.50
LEVY	15.00
MILEAGE	4.50
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	22.73
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	20.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$211.73</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	132,920.64
INTEREST @ 21.8500	6,598.70
FROM 06/05/2003 TO 04/02/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$139,559.34</b>

**COSTS:**

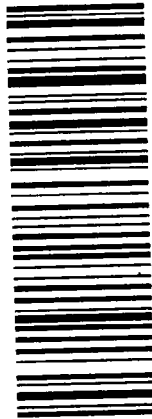
ADVERTISING	359.73
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	211.73
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	134.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$903.46</b>

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

CHESTER A. HAWKINS, Sheriff



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



7002 2410 0003 7224 1593

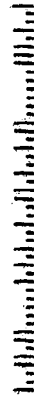
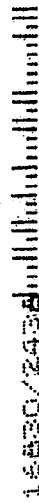


DIANA R. BUCKLAND  
10 MILLER DRIVE  
SHAWVILLE, PA 16573

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

**RTS**  
RETURN TO SENDER

Rec.  
9/17/03



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

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

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here



Sent To Diana R. Buckland  
Street, Apt. No.: 10 Miller Drive  
or PO Box No.  
City, State, ZIP+4 Shawville, PA 16573

PS Form 3800, June 2002 See Reverse for Instructions

7002 2410 0003 7224 1593

INTERNET MAIL SERVICE  
MAIL DELIVERED BY AIR MAIL  
RIGHTS TO RETURN TO THE POST OFFICE

**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:**

Diana R. Buckland  
10 Miller Drive  
Strawville, PA 16573

**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 ☐ No  
If YES, enter delivery address below:

**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 2410 0003 7224 1593

PS Form 3811, August 2001

Domestic Return Receipt

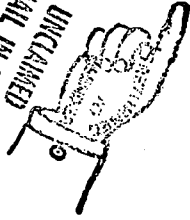
102595-02-M-1035

Received  
9-12-03



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

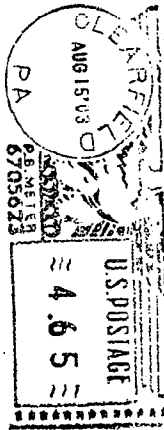
DO NOT REPAIR IN THIS ENVELOPE



CARL E. BUCKLAND  
P.O. BOX 484  
ST. JAMES, MO 65559

BUCKLAND  
NOTIFY SENDER OF NEW ADDRESS  
4206 S. HIGHWAY 80 E APT 1156  
MESA, AZ 85206  
TELE 75149-9079

7002 2410 0003 7224 1500



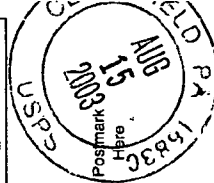
CERTIFIED MAIL™

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

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

**OFFICIAL USE**

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



Sent To Carl E. Buckland  
Street, Apt. No., P.O. Box 484  
or PO Box No.  
City, State, ZIP+4 St. James, Mo 65559

PS Form 3800, June 2002 See Reverse for Instructions

7002 2410 0003 7224 1500



**REGISTERED MAIL**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**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:

Carl E. Buckland  
P. O. Box 484  
St. James, Mo 65559

**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 ☐ No  
If YES, enter delivery address below:

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 2410 0003 7224 1500

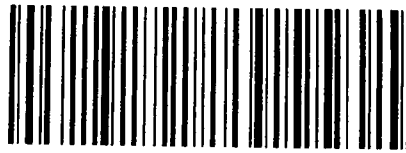
PS Form 3811, August 2001

Domestic Return Receipt

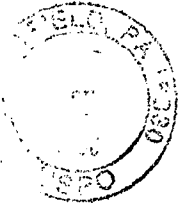
102595-02-M-1035



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



7002 2410 0003 7224 1616

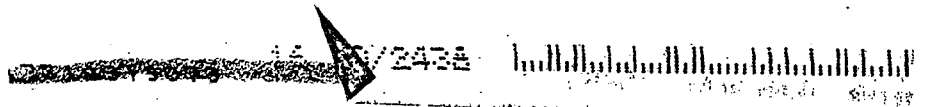


L/N  
#4965  
9/26/03  
10-4  
10-11

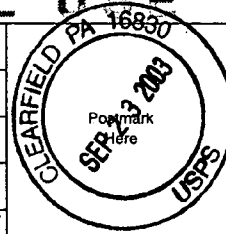
Rec  
10-28-03

CARL E. BUCKLAND  
4206 US HIGHWAY 80 E APT 1158  
MESQUITE, TX 75149-9079

DO NOT REMAIL IN THIS ENVELOPE  
UNCLAIMED



U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 1.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
Sent To Carl E. Buckland	
Street, Apt. No., or PO Box No. 4206 US Highway 80 E, Apt 1158	
City, State, ZIP+4 Mesquite, TX 75149-9079	
PS Form 3800, June 2002 See Reverse for Instructions	



Domestic Return Receipt

102595-02-M-1035

(transfer from service label)

2. Article Number

4. Restricted Delivery? (Extra Fee) ☐ Yes

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

If YES, enter delivery address below: ☐ No

D. Is delivery address different from item 1? ☐ Yes

B. Received by (Printed Name)	C. Date of Delivery
-------------------------------	---------------------

☐ Agent

☐ Addressee

A. Signature

COMPLETE THIS SECTION ON DELIVERY

**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:

Carl E. Budd and  
4206 US Highway 80 E, Apt 1158  
Mesquite, TX 75149-9079

6/06-67ISL XL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL**

FEDERMAN AND PHELAN

BY: Francis S. Hallinan, Esq.

Atty. I.D. # 62695

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CENDANT MORTGAGE  
CORPORATION

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 02-739-CD

vs.

CARL E. BUCKLAND

DIANA R. BUCKLAND

**ORDER**

AND NOW, this 10<sup>th</sup> day of October, 2002, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court and the Affidavit of Reasonable Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Complaint on the above captioned Defendant(s) **DIANA R. BUCKLAND**, by mailing a true and correct copy of the Complaint by certified mail and regular mail to the Defendant's last known address, and to the mortgaged premises located at **10 MILLER DRIVE, SHAWVILLE, PA 16573**.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit as to the mailing.

**FILED**

OCT 10 2002

William A. Shaw  
Prothonotary

BY THE COURT,

/s/JOHN K. REILLY, JR.

President Judge

Law Offices  
FEDERMAN AND PHELAN, LLP  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz  
Judgment Department, Ext. 1298

Representing Lenders in  
Pennsylvania and New Jersey

October 3, 2003

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

ATTENTION: CINDY (814) 765-5915

Re: CENDANT MORTGAGE CORPORATION v. CARL E. BUCKLAND DIANA  
R. BUCKLAND  
No. 02-739-CS  
10 MILLER DRIVE, SHAWVILLE, PA 16573

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is  
scheduled for 10/10/03.

The property is to be relisted for the 01/09/03 Sheriff's Sale.

Very truly yours,

  
Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC: CARL E. BUCKLAND 10 MILLER DRIVE SHAWVILLE, PA 16573	DIANA R. BUCKLAND P.O. BOX 484 ST. JAMES, MO 65559
--	--

Law Offices  
FEDERMAN AND PHELAN, LLP  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz  
Judgment Department, Ext. 1298

Representing Lenders in  
Pennsylvania and New Jersey

January 8, 2004

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

ATTENTION: CINDY (814) 765-5915

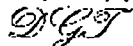
Re: CENDANT MORTGAGE CORPORATION v. CARL E. BUCKLAND DIANA  
R. BUCKLAND  
No. 02-739-CS  
10 MILLER DRIVE, SHAWVILLE, PA 16573

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is  
scheduled for January 9, 2004.

The property is to be relisted for the April 2, 2004 Sheriff's Sale.

Very truly yours,



Dan G. Trautz

VIA TELECOPY (814) 765-5915

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

Dan G. Trautz  
Judgment Department, Ext. 1298

Representing Lenders in  
Pennsylvania and New Jersey

March 2, 2004

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

ATTENTION: CINDY (814) 765-5915

Re: CENDANT MORTGAGE CORPORATION v. CARL E. BUCKLAND DIANA R.  
BUCKLAND  
No. 02-739-CS  
10 MILLER DRIVE, SHAWVILLE, PA 16573

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for March 5, 2004, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

No funds were received in consideration for the stay.

Very truly yours,

Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC: CARL E. BUCKLAND 10 MILLER DRIVE SHAWVILLE, PA 16573	DIANA R. BUCKLAND P.O. BOX 484 ST. JAMES, MO 65559	CENDANT CORPORATION Attn: DAS Loan No: 0003320389	MORTGAGE
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Law Offices  
**FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz  
Judgment Department, Ext. 1298

Representing Lenders in  
Pennsylvania and New Jersey

March 8, 2004

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

ATTENTION: CINDY (814) 765-5915

Re: CENDANT MORTGAGE CORPORATION v. CARL E. BUCKLAND DIANA R.  
BUCKLAND

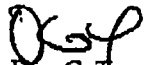
No. 02-739-CS  
10 MILLER DRIVE, SHAWVILLE, PA 16573

Dear Cindy,

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for April 2, 2004, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

No funds were received in consideration for the stay.

Very truly yours,



Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC:	CARL E. BUCKLAND 10 MILLER DRIVE SHAWVILLE, PA 16573	DIANA R. BUCKLAND P.O. BOX 484 ST. JAMES, MO 65559	CENDANT MORTGAGE CORPORATION Attn: DAS Loan No: 0003320389
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