

02-989-CD

Washington Mutual al vs R. Uplinger al

02

02-989-CD
WASHINGTON MUTUAL BANK, F.A. et al -vs- RANDY C. UFLINGER et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CO

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

TYPE OF PLEADING

CIVIL ACTION-COMPLAINT
IN MORTGAGE FORECLOSURE

Defendants.

TO DEFENDANT

You are hereby notified to plead
to the ENCLOSED COMPLAINT WITHIN
TWENTY (20) DAYS FROM SERVICE HEREOF

Kristine M. Faust
ATTORNEY FOR PLAINTIFF

FILED ON BEHALF OF PLAINTIFF:
Washington Mutual Bank, F.A., successor
to Washington Mutual Home Loans, Inc.,
f/k/a PNC Mortgage Corp. of America

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Faust, Esquire
Pa. I.D. #77991

GRENEN & BIRSCIC, P.C.
One Gateway Center
9 West
Pittsburgh, PA 15222
(412) 281-7650

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
75 Fairway Drive
Vernon Hills, IL 60061

AND THE DEFENDANT IS:
221 Mountain Meadows Drive
New Market, TN 37820

Kristine M. Faust
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTED BY THIS LIEN IS
116 McCullough Street
City of DuBois
(CITY, BORO, TOWNSHIP) (WARD)

Kristine M. Faust
ATTORNEY FOR PLAINTIFF

FILED

JUN 20 2002
m12:04:10 AM Faust pd
William A. Shaw, Prothonotary \$80.00
RECD
no cc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

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

CIVIL DIVISION

NO.:

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 x5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
WASHINGTON MUTUAL BANK, F.A., CIVIL DIVISION
SUCCESSOR TO WASHINGTON MUTUAL
HOME LOANS, INC., F/K/A PNC
MORTGAGE CORP. OF AMERICA NO.:

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

Washington Mutual Bank, F.A., successor to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corp. of America by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Washington Mutual Bank, F.A., successor to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corp. of America which has its principal place of business at 75 Fairway Drive, Vernon Hills, IL 60061 and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendants, Randy C. Uplinger and Doris J. Hutchins, are individuals whose last known address is 221 Mountain Meadows Drive, New Market, TN 37820.

3. On or about June 23, 2000, Defendants executed a Note in favor of Towne & Country Mortgage Corp. in the original principal amount of \$40,388.00.

4. On or about June 23, 2000, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Towne & Country Mortgage Corp. a Mortgage in the original principal amount of \$40,388.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on June 29, 2000 at

EXHIBIT A

Instrument Number 200009205. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Towne & Country Mortgage Corp. assigned the aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage.

6. Defendants are the record and real owners of the aforesaid mortgaged premises.

7. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendants are due for the December 1, 2001 payment.

8. Plaintiff was not required to send Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) prior to the commencement of this action for the reason that the aforesaid Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. §§1707-1715z-18).

9. On or about May 9, 2002, Defendants were mailed Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101, et seq. A true and correct copy of said Notice is marked Exhibit "B", attached hereto and made a part hereof.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$39,973.86
Interest through 6/14/02	\$ 2,186.28
Late Charges through 6/14/02	\$ 164.33
Escrow Deficiency through 6/14/02	\$ 165.89
Attorney's fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 1,500.00</u>
TOTAL	\$45,240.36

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

21. Reinstate Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

22. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

23. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider

Planned Unit Development Rider

Growing Equity Rider

Graduated Payment Rider

Other [specify]

ADDENDUM

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM RANDY C. UPLINGER, UNMARRIED AND DORIS J. HUTCHINS, UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED June 23, 2000 AND COVERING PROPERTY KNOWN AS 116 MCCULLOUGH STREET, DUBOIS, PA 15801.

ALL that certain piece, parcel or tract of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at post at corner of Lot No. 26 in the Hugh McCullough Addition to the City of DuBois on McCullough Street; thence in a northerly direction along line of Lot No. 26 in McCullough Addition 150 feet to a post on the southerly line of Birch Alley; thence along the southerly line of said Birch Alley, N. 72° 15' E., 75.2 feet to a post in the center line of Lot No. 28 in said Addition; thence along the center line of said Lot No. 28 in a southerly direction 150 feet to a post on the northerly line of McCullough Street; thence along the northerly line of McCullough Street, S. 72° 15' W., a distance of 75.2 feet to the place of beginning. Being all of Lot No. 27 and the westerly one half of Lot No. 28 in the McCullough Addition to the City of DuBois.

BEING the same property which Ann V. Tokash, widow, by deed dated June 19, 2000 and to be recorded herewith, granted and conveyed to Randy C. Uplinger, unmarried and Doris J. Hutchins, unmarried, the Mortgagors herein.

UPPLINGER
DATED
23 JUN 2000

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Elizabeth S. Pavlock

(Seal)
-Borrower

Elizabeth S. Pavlock

(Seal)
-Borrower

Randy C. Uplinger

RANDY C. UPLINGER

(Seal)
-Borrower

Doris J. Hutchins

DORIS J. HUTCHINS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642.

Witness my hand this 23rd day of June

2000

Elizabeth S. Pavlock

Agent of Lender
County ss:

COMMONWEALTH OF PENNSYLVANIA, ELK
On this, 23rd day of June, 2000, before me, the undersigned officer, personally appeared RANDY C. UPLINGER and DORIS J. HUTCHINS

person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal
Elizabeth S. Pavlock, Notary Public
Johnsonburg Boro, Elk County
My Commission Expires Dec. 18, 2000

Pennsylvania Association of Notaries

Page 8 of 8

Title of Officer

Notary Public

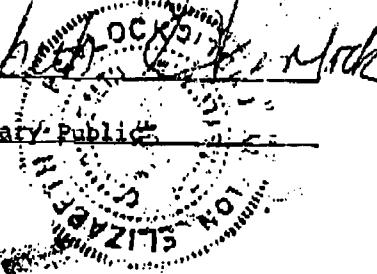


EXHIBIT B

GRENEN & BIRSIK, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PA 15222
(412) 281-7650
FAX (412) 281-7657

Date: May 9, 2002

Randy C. Uplinger
116 McCullough Street
DuBois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA, SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICATION OBTENG UNA TRADUCCION IMMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in CITY OF DUBOIS, CLEARFIELD County, Pennsylvania:

(SEE ATTACHED ADDENDUM)

which has the address of 116 MCCULLOUGH STREET, DUBOIS (Spec. City),
Pennsylvania 15801 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

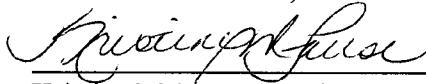
Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$45,240.36 with interest thereon at the rate of \$9.72 per diem from June 14, 2002, and additional late charges, additional reasonable and actually incurred attorney's fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSMIC, P.C.
BY: 

Kristine M. Faust, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

KAREN L. STARCH
REGISTER AND RECORDER
CLARKEFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
2000009205

RECORDED ON
Jun 29, 2000
3:36:00 PM

RECORDING FEES -	\$13.00
RECORDER	\$1.00
FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	\$1.00
STATE MWT TAX	\$0.50
TOTAL	\$25.50

Parcel Number: 020-000-06540/06541

Loan #02-65-43846

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.

442-2129604-703

THIS MORTGAGE ("Security Instrument") is given on June 23, 2000
The Mortgagor is RANDY C. UPLINGER, UNMARRIED AND DORIS J. HUTCHINS, UNMARRIED

("Borrower"). This Security Instrument is given to

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania and
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642
(Lender). Borrower owes Lender the principal sum of
Forty Thousand Three Hundred Eighty Eight and 00/100

Dollars (U.S. \$ 40,388.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2030

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

VMP-4R(PA) (0912)

VMP MORTGAGE FORMS • (800)621-7221

Page 1 of 8

Initials: RCU DS H



PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S) : Randy C. Uplinger and Doris J. Hutchins

PROPERTY ADDRESS: 116 McCullough Street
DuBois, PA 15801

LOAN ACCT. NO. 55265438464

ORIGINAL LENDER: Towne & Country Mortgage Corporation

CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc. Formerly known as PNC Mortgage Corp. of America

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which

the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

A. NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

116 McCullough Street
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

6 monthly payments in the amount of \$430.23 each for the months of December 2001 through May, 2002.

\$2,581.38

Other charges (explain/itemize):

late charges have accrued in the amount of \$121.31

TOTAL AMOUNT PAST DUE:

\$2,702.69

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (N/A)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,702.69, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Washington Mutual Bank, F.A.
75 Fairway Drive
Vernon Hills, IL 60061
Attention: Patty Wasmund, Loan Processor

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this Notice: (N/A)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00.

However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Bank, F.A.

Address: 75 Fairway Drive
Vernon Hills, IL 60061

Phone Number: (847) 549-3010

Contact Person: Patty Wasmund

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

ASSUMPTION OF MORTGAGE - You may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorneys' fees

and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax (814) 539-1688

CCCS of Western Pennsylvania,
Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
Fax (814) 944-5747

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax (724)465-5118

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
Fax (814) 238-3669

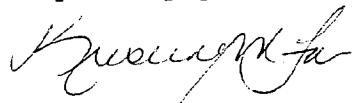
AMERICAN CREDIT COUNSELING INSTITUTE

845 Coates Street
Coatesville, Pa 19320
(888) 212-6741

144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210
Fax (610) 265-4814

755 York Road, Suite 103
Warminster, PA 18974
(215) 444-9429
Fax (215) 956-6344

Very truly yours,



Kristine M. Faust, Esquire

KMF/ach
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
FIRST CLASS MAIL, POSTAGE PREPAID

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE

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\$2,581.38

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TOTAL AMOUNT PAST DUE:

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GRENEN & BIRSIĆ, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PA 15222
(412) 281-7650
FAX (412) 281-7657

Date: May 9, 2002

Randy C. Uplinger
221 Mountain Meadows Drive
New Market, TN 37820

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA, SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICATION OBTENG UNA TRADUCCION IMMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE

the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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116 McCullough Street
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Randy C. Uplinger and Doris J. Hutchins

PROPERTY ADDRESS: 116 McCullough Street
DuBois, PA 15801

LOAN ACCT. NO. 55265438464

ORIGINAL LENDER: Towne & Country Mortgage Corporation

CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc. Formerly known as PNC Mortgage Corp. of America

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IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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Address: 75 Fairway Drive
Vernon Hills, IL 60061

Phone Number: (847) 549-3010

Contact Person: Patty Wasmund

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Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax (814) 539-1688

CCCS of Western Pennsylvania,
Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
Fax (814) 944-5747

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Indiana Co. Community Action
Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax (724)465-5118

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
Fax (814) 238-3669

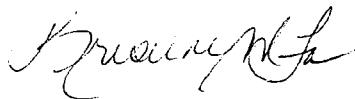
AMERICAN CREDIT COUNSELING INSTITUTE

**845 Coates Street
Coatesville, Pa 19320
(888) 212-6741**

**144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210
Fax (610) 265-4814**

**755 York Road, Suite 103
Warminster, PA 18974
(215) 444-9429
Fax (215) 956-6344**

Very truly yours,



Kristine M. Faust, Esquire

**KMF/ach
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
FIRST CLASS MAIL, POSTAGE PREPAID**

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WILL BE USED FOR THAT PURPOSE**

GRENEN & BIRSIĆ, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PA 15222
(412) 281-7650
FAX (412) 281-7657

Date: May 9, 2002

Doris J. Hutchins
116 McCullough Street
DuBois, PA 15801

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The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA, SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICATION OBTENG UNA TRADUCCION IMMEDIATEMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE

PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Randy C. Uplinger and Doris J. Hutchins

PROPERTY ADDRESS: 116 McCullough Street
DuBois, PA 15801

LOAN ACCT. NO. 55265438464

ORIGINAL LENDER: Towne & Country Mortgage Corporation

CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc. Formerly known as PNC Mortgage Corp. of America

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which

the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

A. NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

116 McCullough Street
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

6 monthly payments in the amount of \$430.23 each for the months of December 2001 through May, 2002. \$2,581.38

Other charges (explain/itemize):

late charges have accrued in the amount of \$121.31

TOTAL AMOUNT PAST DUE:

\$2,702.69

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (N/A)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,702.69, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Washington Mutual Bank, F.A.
75 Fairway Drive
Vernon Hills, IL 60061
Attention: Patty Wasmund, Loan Processor

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this Notice: (N/A)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00.

However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Bank, F.A.
Address: 75 Fairway Drive
Vernon Hills, IL 60061

Phone Number: (847) 549-3010

Contact Person: Patty Wasmund

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

ASSUMPTION OF MORTGAGE - You may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorneys' fees

and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax (814) 539-1688

CCCS of Western Pennsylvania,
Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
Fax (814) 944-5747

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Indiana Co. Community Action
Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax (724)465-5118

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
Fax (814) 238-3669

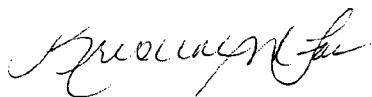
AMERICAN CREDIT COUNSELING INSTITUTE

845 Coates Street
Coatesville, Pa 19320
(888) 212-6741

144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210
Fax (610) 265-4814

755 York Road, Suite 103
Warminster, PA 18974
(215) 444-9429
Fax (215) 956-6344

Very truly yours,



Kristine M. Faust, Esquire

KMF/ach
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
FIRST CLASS MAIL, POSTAGE PREPAID

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE

GRENEN & BIRSCIC, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PA 15222
(412) 281-7650
FAX (412) 281-7657

Date: May 9, 2002

Doris J. Hutchins
221 Mountain Meadows Drive
New Market, TN 37820

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

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HOMEOWNER'S NAME(S): Randy C. Uplinger and Doris J. Hutchins

PROPERTY ADDRESS: 116 McCullough Street
DuBois, PA 15801

LOAN ACCT. NO. 55265438464

ORIGINAL LENDER: Towne & Country Mortgage Corporation

CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc. Formerly known as PNC Mortgage Corp. of America

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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A. NATURE OF THE DEFAULT — The MORTGAGE debt held by the above lender on your property located at:

116 McCullough Street
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

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(814) 944-8100
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Johnstown, PA 15904
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Program
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Indiana, PA 15701
(724) 465-2657
Fax (724)465-5118**

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1631 S. Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
Fax (814) 238-3669**

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6 monthly payments in the \$2,581.38
amount of \$430.23 each for
the months of December 2001
through May, 2002.

Other charges (explain/itemize):

late charges have accrued in the amount of \$121.31

TOTAL AMOUNT PAST DUE:

\$2,702.69

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (N/A)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,702.69, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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Address: 75 Fairway Drive
Vernon Hills, IL 60061

Phone Number: (847) 549-3010

Contact Person: Patty Wasmund

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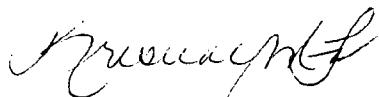
AMERICAN CREDIT COUNSELING INSTITUTE

845 Coates Street
Coatesville, Pa 19320
(888) 212-6741

144 E. Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210
Fax (610) 265-4814

755 York Road, Suite 103
Warminster, PA 18974
(215) 444-9429
Fax (215) 956-6344

Very truly yours,



Kristine M. Faust, Esquire

KMF/ach
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
FIRST CLASS MAIL, POSTAGE PREPAID

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE

VERIFICATION

The undersigned, and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

Karen Batt

Karen Batt, Vice President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,
vs.

ISSUE NO.:

RANDY C. UPLINGER and DORIS J.
HUTCHINS

TYPE OF PLEADING
Praecipe of Writ of Execution
(Mortgage Foreclosure)

Defendants.

FILED ON BEHALF OF PLAINTIFF:
Washington Mutual Bank, F.A., successor
to Washington Mutual Home Loans, Inc.,
f/k/a PNC Mortgage Corp. of America

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Anthou , Esquire
Pa. I.D. #77991

GRENEN & BIRSIĆ, P.C.
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

JAN 23 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants, Randy C. Uplinger and Doris J. Hutchins, as follows:

Principal	\$ 39,973.86
Interest	\$ 5,986.80
Late Charges	\$ 723.59
Escrow Deficiency	\$ 165.89
Attorneys' fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 1,500.00</u>
TOTAL	\$49,600.14

GRENEN & BIRSIĆ, P.C.

By: Joseph M. Allen
Attorneys for Plaintiff

FILED

Atty ad. 2000

Ma. 2003
JAN 23 2003
cc elements w/ property deser. to Shff

(ws)

William A. Shaw
Prothonotary

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Washington Mutual Bank, F.A., successor to
Washington Mutual Home Loans, Inc., f/k/a
PNC Mortgage Corp. of America

CC 7
L

Vs.

NO.: 2002-00989-CD

Randy C. Uplinger and Doris J. Hutchins

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, F.A., successor to WASHINGTON MUTUAL HOME LOANS, INC. f/k/a PNC MORTGAGE CORP. OF AMERICA, Plaintiff(s) from RANDY C. UPLINGER and DORIS J. HUTCHINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$49,600.14
INTEREST: \$5,986.80
LATE CHARGES: \$723.59
PROTH. COSTS: \$
ATTY'S COMM: \$
TITLE SEARCH, FORECLOSURE AND
EXECUTION COSTS: \$1,500.00
DATE: 01/23/2003

PAID: \$120.00
SHERIFF: \$
ESCROW DEFICIENCY: \$165.89
OTHER COSTS: \$
ATTORNEY'S FEES: \$1,250.00
PRINCIPAL: \$39,973.86

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION
NO.:02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

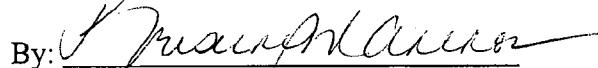
LONG FORM DESCRIPTION

All that certain place, parcel or tract of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post at corner of Lot No. 26 in the Hugh McCullough Addition to the City of DuBois on McCullough Street; thence in a northerly direction along line of Lot No. 26 in McCullough Addition 150 feet to a post on the southerly line of Birch Alley; thence along the southerly line of said Birch Alley, N. 72° 15' E., 75.2 feet to a post in the center line of Lot No. 28 in said Addition; thence along the center line of said Lot No. 28 in a Southerly direction 150 feet to a post on the Northerly line of McCullough Street; thence along the Northerly line of McCullough Street, South 72° 15' West, a distance of 75.2 feet to the place of beginning. Being all of Lot No. 27 and the Westerly one half of Lot No. 28 in the McCullough Addition to the City of DuBois.

Being the same premises which Ann V. Tokash by Deed dated June 19, 2000 and recorded in the Recorder of Deeds of Clearfield County on June 29, 2000 at Instrument Number 200009204 granted and conveyed unto Randy C. Uplinger and Doris J. Hutchins

GRENEN & BIRSCIC, P.C.

By: 

Kristine M. Anthou, Esquire

Attorneys for Plaintiff

One Gateway Center, Nine West

Pittsburgh, PA 15222

(412) 281-7650

Parcel No. HGL27 1/2 Lot 28

Map 7-1-20-6540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,
vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

ISSUE NUMBER:

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR DEFAULT JUDGMENT
(Mortgage Foreclosure)

I hereby certify that the
address of Plaintiff is:
11200 West Parkland Avenue
Milwaukee, WI 53224

FILED ON BEHALF OF PLAINTIFF:
Washington Mutual Bank, F.A., successor
to Washington Mutual Home Loans, Inc.,
f/k/a PNC Mortgage Corp. of America

the last known address of
Defendants is:
221 MountainMeadows Drive
New Market, TN 37820

COUNSEL OF RECORD FOR THIS
PARTY:

GRENEN & BIRSCIC, P.C.

Kristine M. Anthou, Esquire
Pa. I.D.#77991

GRENEN & BIRSCIC, P.C.
One Gateway Center
9 West
Pittsburgh, PA
(412) 281-7650

Kristine M. Anthou
Attorneys for Plaintiff

FILED

AM M 2.28 2003 Pd 2000
, cc to Atty
JAN 15 2003 2 Notices to Def

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
WASHINGTON MUTUAL BANK, F.A., CIVIL DIVISION
SUCCESSOR TO WASHINGTON MUTUAL
HOME LOANS, INC., F/K/A PNC
MORTGAGE CORP. OF AMERICA NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, Randy C. Uplinger and Doris J. Hutchins, in the amount of \$47,582.70, which is itemized as follows:

Principal	\$39,973.86
Interest to 1/10/03	\$ 4,227.48
Late Charges to 1/10/03	\$ 465.47
Escrow Deficiency to 1/10/03	\$ 165.89
Attorneys' fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	\$ <u>1,500.00</u>
TOTAL	\$47,582.70

with interest on the principal sum at the rate of \$9.72 per diem from January 10, 2003, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIĆ, P.C.

BY:


Kristine M. Anthou, Esquire
Attorneys for Plaintiff

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

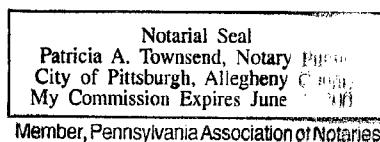
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Kristine M. Anthou, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendants were not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

Henry Wadsworth

Sworn to and subscribed before me
this 10th day of September, 2003

Desirée A. De Leon
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
WASHINGTON MUTUAL BANK, F.A., CIVIL DIVISION
SUCCESSOR TO WASHINGTON MUTUAL
HOME LOANS, INC., F/K/A PNC
MORTGAGE CORP. OF AMERICA NO.: 02-989-CD

Plaintiff,
vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.
TO: Randy C. Uplinger
221 Mountain Meadows Drive
New Market, TN 37820

DATE OF NOTICE: July 24, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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:

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 x5982

GRENEN & BIRSCIC, P.C.
By: Brucayn Fause
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,
vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

TO: Doris J. Hutchins
221 Mountain Meadows Drive
New Market, TN 37820

DATE OF NOTICE: July 24, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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:

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 x5982

GRENEN & BIRSCIC, P.C.

By:


Presnell L. Lee
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Randy C. Uplinger
221 Mountain Meadows Drive
New Market, TN 37820

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or

Judgment was entered in the above captioned proceeding

on _____.

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$47,582.70.

with interest on the principal sum at the rate of \$9.72 per diem from January 10, 2003, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Doris J. Hutchins
221 Mountain Meadows Drive
New Market, TN 37820

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or

Judgment was entered in the above captioned proceeding

on _____.

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$47,582.70.

with interest on the principal sum at the rate of \$9.72 per diem from January 10, 2003, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

Deputy

SHERIFF'S SALE DATE: May 02, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

NO.: 02-989-CD

vs

RANDY C. UPLINGER AND
DORIS J. HUTCHINS,

TYPE OF PLEADING:

Defendants.

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF
SERVICE

FILED ON BEHALF
OF PLAINTIFF: Washington
Mutual Bank, et al.

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Anthou, Esquire
Pa. I. D. #77991

GRENNEN & BIRSIK, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

(412) 281-7650

FILED

APR 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A., CIVIL DIVISION
SUCCESSOR TO WASHINGTON MUTUAL
HOME LOANS, INC., F/K/A PNC
MORTGAGE CORP. OF AMERICA,

Plaintiff, NO.: 02-989-CD

vs

RANDY C. UPLINGER AND
DORIS J. HUTCHINS,

Defendants.

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kristine M. Anthou, Attorney for Plaintiff, Washington Mutual Bank, F.A., Successor to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corp. of America being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 (as follows:

1. By letters dated March 12, 2003, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with notices of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Affidavit Pursuant to Rule 3129.1 is marked Exhibit "A", attached hereto, and made a part hereof.

2. Undersigned counsel obtained a U.S. Postal Service Form 3817 Certificate of Mailing for each letter. True and correct copies of the Certificates of Mailing and any letters, if returned as of this date, are marked collectively as Exhibit "B", attached hereto and made a part hereof.

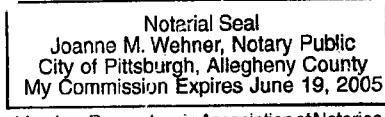
I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENEN & BIRSMIC, P.C.

BY: Kristine M. Anthou
Kristine M. Anthou, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before,
me this 8th day of April, 2003.

Joanne M. Wehner
Notary Public



Member, Pennsylvania Association of Notaries

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

Washington Mutual Bank, F.A., successor to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corp. of America, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information was of record concerning the real property of Randy C. Uplinger and Doris J. Hutchins located at 116 McCullough Street, DuBois, PA 15801 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF RANDY C. UPLINGER AND DORIS J. HUTCHINS OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 116 MCCULLOUGH STREET, DUBOIS, PA 15801. INSTRUMENT NUMBER 200009204. MAP NUMBER 7-1-20-6540.

1. The name and address of the owner(s) or reputed owner(s):

Randy C. Uplinger
Doris J. Hutchins

221 Mountain Meadows Drive
New Market, TN 37820

2. The name and address of the defendants in the judgment:

Randy C. Uplinger
Doris J. Hutchins

221 Mountain Meadows Drive
New Market, TN 37820

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

Washington Mutual Bank, F.A.,
successor to Washington Mutual
Home Loans, Inc., f/k/a PNC
Mortgage Corp. of America

PLAINTIFF

4. The name and address of the last record holder of every mortgage of record:

Washington Mutual Bank, F.A.,
successor to Washington Mutual
Home Loans, Inc., f/k/a PNC
Mortgage Corp. of America

PLAINTIFF

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

Clearfield Domestic Relations

230 E. Market Street, 3rd floor
Clearfield, PA 16830

PA Department of Revenue

Bureau of Individual Taxes
Inheritance Tax Division, Dept. 280601
Harrisburg, PA 17128-0601

Commonwealth of Pennsylvania

Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

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

NONE

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

Tenants

116 McCullough Street
DuBois, PA 15801

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

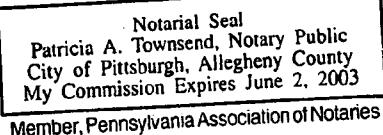
GRENEN & BIRSCIC, P.C.

By Kristine M. Anthou
Kristine M. Anthou, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 17th day of January, 2003.

Patricia A. Townsend
Notary Public



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Pittsburgh PA 15222	
Grenen & Birsic, P.C. One Gateway Center, Nine West Pittsburgh PA 15222		 MAR 12 2003 136678 U.S. POSTAGE	
One piece of ordinary mail addressed to:			
<u>Clearfield Domestic Relations</u> <u>230 E. Market Street</u> <u>3rd Floor</u> <u>Clearfield, PA 16830</u>			

PS Form 3817, January 2001

74370/Upfinger 105 05



FILED

NO CC

MAY 18 2003
APR 18 2003
SAC

William A. Shaw
Prothonotary

P
R
G
H

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.

03

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:
Grenen & Birsic, P.C.
One Gateway Center, Nine West
Pittsburgh PA 15222

One piece of ordinary mail addressed to:
Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

MAR
12
2003
U.S. POSTAGE
90
111

PS Form 3817, January 2001
71370/Uplinger NOS CAs

P
R
G
H

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.

03

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:
Grenen & Birsic, P.C.
One Gateway Center, Nine West
Pittsburgh PA 15222

One piece of ordinary mail addressed to:
Tenants
116 McCullough Street
DUBOIS, PA 15801

MAR
12
2003
U.S. POSTAGE
90
111

PS Form 3817, January 2001
71370/Uplinger NOS CAs

P
R
G
H

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.

03

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:
Grenen & Birsic, P.C.
One Gateway Center, Nine West
Pittsburgh PA 15222

One piece of ordinary mail addressed to:
PA Department of Revenue
Bureau of Individual Taxes
Inheritance Tax Div., Dept. 280601
Harrisburg, PA 17128-0601

MAR
12
2003
U.S. POSTAGE
90
111

PS Form 3817, January 2001
71370/Uplinger NOS CAs

EXHIBIT "B"

SHERIFF'S SALE DATE: MAY 02, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

NO.: 02-989-CD

vs.

RANDY C. UPLINGER AND
DORIS J. HUTCHINS,

Defendants.

ISSUE NUMBER:

TYPE OF PLEADING:

Pa. R.C.P. RULE 3129.2(c)
AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

FILED ON BEHALF
OF PLAINTIFF: Washington
Mutual Bank, et al.

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Anthou, Esquire
Pa. I. D. #77991

GRENEN & BIRSIC, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

(412) 281-7650

FILED

APR 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

NO.: 02-989-CD

vs.

RANDY C. UPLINGER AND
DORIS J. HUTCHINS,

Defendants.

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

I, Kristine M. Anthou, Esquire, Attorney for Plaintiff, Washington Mutual Bank, F.A., Successor to Washington Mutual Home Loans, Inc., f/k/a PNC Home Loans, Inc., f/k/a PNC Mortgage Corp. of America, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on Randy C. Uplinger and Doris J. Hutchins as follows:

1. Randy C. Uplinger and Doris J. Hutchins are the owners of the real property and have not entered an appearance of record.

2. The undersigned counsel served Defendant, Randy C. Uplinger, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "A", attached hereto and made a part hereof.

3. On or about March 14, Defendant, Randy C. Uplinger, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail return receipt requested, restricted delivery. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail, return receipt requested, restricted delivery, on the identified Defendant, is marked Exhibit "B", attached hereto and made a part hereof.

4. The undersigned counsel served Defendant, Doris J. Hutchins, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof.

5. On or about March 14, 2003, Defendant, Doris J. Hutchins, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail return receipt requested, restricted delivery. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail, return receipt requested, restricted delivery, on the identified Defendant, is marked Exhibit "D", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

4/7/03

BY: Kristine M. Anthou
GRENEN & BIRSIC, P.C.
Kristine M. Anthou, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 5th DAY OF April, 2003.

Joanne M. Wehner
Notary Public

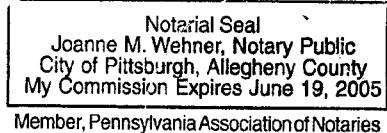


EXHIBIT "A"

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of
Washington Mutual Bank, F.A., successor to Washington Mutual Home Loans, Inc., f/k/a PNC
Mortgage Corp. of America

Plaintiff,

vs.

Randy C. Uplinger and Doris J. Hutchins

Defendant,

at Execution Number 02-989-CD in the amount of \$49,600.14.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty
(30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the
Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is
filed in the Office of the Sheriff.

This paper is a notice of the date and time of the sale of your property. It has been issued
because there is a judgment against you. It may cause your property to be held or taken to pay
the judgment. You may have legal rights to prevent your property from being taken. A lawyer
can advise you more specifically of these rights. If you wish to exercise your rights, you must
act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

Lawyer Referral Services
David S. Meholic, Court Administrator
Clearfield Count Courthouse
Clearfield, PA 16830
(814) 765-2641

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of Washington Mutual Bank, F.A., successor to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corp. of America

Plaintiff,

vs.

Randy C. Uplinger and Doris J. Hutchins

Defendant,

at Execution Number 02-989-CD in the amount of \$49,600.14.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

This paper is a notice of the date and time of the sale of your property. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

**Lawyer Referral Services
David S. Meholick, Court Administrator
Clearfield Count Courthouse
Clearfield, PA 16830
(814) 765-2641**

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:

Doris J. Hutchins
221 Mountain Meadow Dr.
New Market, TN 37820

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X Jimmy Upfinger Agent
 Addressee

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

3-14-03

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7002 0510 0002 5771 9068

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

FILED

NO
cc

APR 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Doris J. Hutchins
221 Mountain Meadows Drive
New Market, TN 37820

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of
Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County,
directed, there will be exposed to Public Sale in the

Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

on May 2, 2003, at 10:00 A.M., the following described real estate, of which Randy C.
Uplinger and Doris J. Hutchins are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF RANDY C. UPLINGER
AND DORIS J. HUTCHINS OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE
COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA. HAVING
ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 116
MCCULLOUGH STREET, DUBOIS, PA 15801. INSTRUMENT NUMBER 200009204. MAP
NUMBER 7-1-20-6540.

EXHIBIT "C"

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:

Randy C. Uplinger
221 Mountain Meadows Dr.
New Market, TN 37820

2. Article Number

(Transfer from service label)

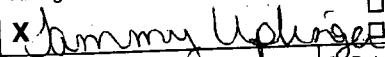
PS Form 3811, August 2001

7002 0940 0002 5771 9075

317 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-14-03

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

3. Service Type

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

102595-02-M-1540

EXHIBIT "B"

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENNEN & BIRSIC, P.C.

By: Kristine M. Anthou
Kristine M. Anthou, Esquire
Attorney for Plaintiff

EXHIBIT "D"

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENEN & BIRSC, P.C.

By: Kristine M. Anthou
Kristine M. Anthou, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Randy C. Uplinger
221 Mountain Meadows Drive
New Market, TN 37820

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

**Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830**

FRIDAY
on MAY 2, 2003, at 10:00 A.M., the following described real estate, of which Randy C. Uplinger and Doris J. Hutchins are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF RANDY C. UPLINGER
AND DORIS J. HUTCHINS OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE
COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA. HAVING
ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 116
MCCULLOUGH STREET, DUBOIS, PA 15801. INSTRUMENT NUMBER 200009204. MAP
NUMBER 7-1-20-6540.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

TYPE OF PLEADING:

Proof of Service

FILED ON BEHALF OF PLAINTIFF:
Washington Mutual Bank, F.A., successor
to Washington Mutual Home Loans, Inc.,
f/k/a PNC Mortgage Corp. of America

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENEN & BIRSIC, P.C.

One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED
m 2:31 PM NOCC
JAN 15 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION
NO.: 02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

PROOF OF SERVICE

Kristine M. Anthou, Attorney for Plaintiff, Washington Mutual Bank, F.A., successor to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corp. of America, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's Complaint in this matter on Defendants, Randy C. Uplinger and Doris J. Hutchins:

1. On June 28, 2002, Plaintiff mailed a copy of the Complaint in Mortgage Foreclosure to Defendant, Randy C. Uplinger, at 221 Mountain Meadows Drive, New Market, TN 37820, by certified mail, return receipt requested.

2. On or about July 8, 2002, the signed certified mail receipt was returned to Plaintiff, indicating that Defendant, Randy C. Uplinger was served with the Complaint in Mortgage Foreclosure. A true and correct copy of the signed receipt is marked Exhibit "A", attached hereto and made a part hereof.

3. On June 28, 2002, Plaintiff mailed a copy of the Complaint in Mortgage Foreclosure to Defendant, Doris J. Hutchins, at 221 Mountain Meadows Drive, New Market, TN

37820, by certified mail, return receipt requested.

4. On or about July 8, 2002, the signed certified mail receipt was returned to Plaintiff, indicating that Defendant, Doris J. Hutchins was served with the Complaint in Mortgage Foreclosure. A true and correct copy of the signed receipt is marked Exhibit "B", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENEN & BIRSI, P.C.

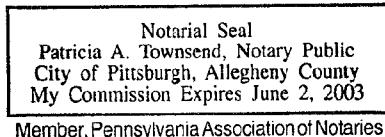
BY:


Kristine M. Anthou, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 16th DAY OF January, 2003.


Patricia A. Townsend
Notary Public



Member, Pennsylvania Association of Notaries

EXHIBIT A

CERTIFICATION OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Proof of Service was mailed by U.S. First Class Mail, postage pre-paid, on the 13th Day of January, 2003, to the following:

Randy C. Uplinger
221 Mountain Meadows Drive
New Market, TN 37820

Doris J. Hutchins
221 Mountain Meadows Drive
New Market, TN 37820

GRENEN & BIRSIC, P.C.

BY:

Kristine M. Anthou
Kristine M. Anthou, Esquire
Attorneys for Plaintiff

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:

Doris J. Hutchins
201 Mountain Meadows Dr.
New Market, TN 37801

2. Article Number*(Transfer from service label)*

7002 0460 0001 5788 8846

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Doris J. Hutchins Agent
 Addressee

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

7-3-02

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-08

EXHIBIT B

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:

Randy C. Uplinger
221 Mountain Meadows Drive
New Market, TN 37820

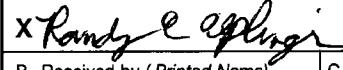
2. Article Number

(Transfer from service label)

7002 0460 0001 5788 8990

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent Addressee

B. Received by (Printed Name)

Randy C. Uplinger

C. Date of Delivery

9.30

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

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-08

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13714

WASHINGTON MUTUAL BANK, F.A. ET AL

02-989-CD

VS.

UPLINGER, RANDY C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 10, 2003 @ 1:50 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF MAY2, 2003 WAS SET.

NOW, MARCH 11, 2003 SERVED RANDY C. UPLINGER, DEFENDANT, BY MAILING CERTIFIED AND REGULAR MAIL TO HIS RESIDENCE 221 MOUNTAIN MEADOWS, DRIVE, NEW MARKET, TN 37820 A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY. CERTIFIED MAIL WAS SIGNED FOR BY TAMMY UPLINGER ON MARCH 13, 2003, CERTIFIED #70011940000 194061805

NOW, MARCH 11, 2003 SERVED DORIS J. HUTCHINS, DEFENDANT, BY MAILING CERTIFIED AND REGULAR MAIL TO HER RESIDENCE 221 MOUNTAIN MEADOWS DRIVE, NEW MARKET, TN 37820. A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY. CERTIFIED MAIL WAS SIGNED FOR BY TAMMY UPLINGER ON MARCH 13. 2003, CERTIFIED #70011940000 194061782.

NOW, MAY 2, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JULY 30, 2003 PAID COSTS FROM ADVANCE AND MADE A REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

FILED

*01/11/00 AM
AUG 04 2003*

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13714

WASHINGTON MUTUAL BANK, F.A. ET AL

02-989-CD

VS.

UPLINGER, RANDY C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 4, 2003 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY OF
THE DEFENDANTS. PROPERTY PURCHASED BY THE PLAINTIFF FOR \$1.00 +
COSTS.

NOW, AUGUST 4, 2003 A DEED WAS FILED.

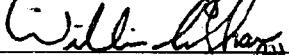
SHERIFF HAWKINS \$224.16

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

47 Day Of August 2003



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



So Answers,



By Cynthia Butler - Augmented
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Washington Mutual Bank, F.A., successor to
Washington Mutual Home Loans, Inc., f/k/a
PNC Mortgage Corp. of America

Vs.

NO.: 2002-00989-CD

Randy C. Uplinger and Doris J. Hutchins

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, F.A., successor to WASHINGTON MUTUAL HOME LOANS, INC. f/k/a PNC MORTGAGE CORP. OF AMERICA, Plaintiff(s) from RANDY C. UPLINGER and DORIS J. HUTCHINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$49,600.14
INTEREST: \$5,986.80
LATE CHARGES: \$723.59
PROTH. COSTS: \$
ATTY'S COMM: \$
TITLE SEARCH, FORECLOSURE AND
EXECUTION COSTS: \$1,500.00
DATE: 01/23/2003

PAID: \$120.00
SHERIFF: \$
ESCROW DEFICIENCY: \$165.89
OTHER COSTS: \$
ATTORNEY'S FEES: \$1,250.00
PRINCIPAL: \$39,973.86



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 23rd day
of January A.D. 2003
At 2:45 A.M. P.M.

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Chester A. Hawley
Sheriff by Cynthia Butler - Augmented

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO.:02-989-CD

Plaintiff,

vs.

RANDY C. UPLINGER and DORIS J.
HUTCHINS

Defendants.

LONG FORM DESCRIPTION

All that certain place, parcel or tract of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post at corner of Lot No. 26 in the Hugh McCullough Addition to the City of DuBois on McCullough Street; thence in a northerly direction along line of Lot No. 26 in McCullough Addition 150 feet to a post on the southerly line of Birch Alley; thence along the southerly line of said Birch Alley, N. 72° 15' E., 75.2 feet to a post in the center line of Lot No. 28 in said Addition; thence along the center line of said Lot No. 28 in a Southerly direction 150 feet to a post on the Northerly line of McCullough Street; thence along the Northerly line of McCullough Street, South 72° 15' West, a distance of 75.2 feet to the place of beginning. Being all of Lot No. 27 and the Westerly one half of Lot No. 28 in the McCullough Addition to the City of DuBois.

Being the same premises which Ann V. Tokash by Deed dated June 19, 2000 and recorded in the Recorder of Deeds of Clearfield County on June 29, 2000 at Instrument Number 200009204 granted and conveyed unto Randy C. Uplinger and Doris J. Hutchins

GRENEN & BIRSMIC, P.C.

By: 

Kristine M. Anthou, Esquire

Attorneys for Plaintiff

One Gateway Center, Nine West

Pittsburgh, PA 15222

(412) 281-7650

Parcel No. HGL27 1/2 Lot 28

Map 7-1-20-6540

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

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

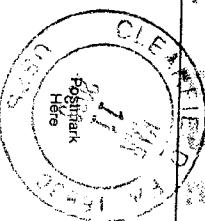
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature	<input checked="" type="checkbox"/> <i>Randy C. Uplinger</i>	<input type="checkbox"/> Agent
B. Received by / Printed Name	<input checked="" type="checkbox"/> <i>3-13-03</i>	<input type="checkbox"/> Addressee
C. Date of Delivery		

1. Article Addressed to:

1940 0001 9406 1782

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



Send To Doris J. Hutchins

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

221 Mountain Meadows Drive

New Market, TN 37820

PS Form 3800, January 2001
See Reverse for Instructions

2. Article Number
(Transfer from service label) 7001 1940 0001 9406 1805

PS Form 3811, August 2001
Domestic Return Receipt
102595-02-M-103

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> <i>Randy C. Uplinger</i>	<input type="checkbox"/> Agent
B. Received by / Printed Name	<input checked="" type="checkbox"/> <i>3-13-03</i>	<input type="checkbox"/> Addressee
C. Date of Delivery		

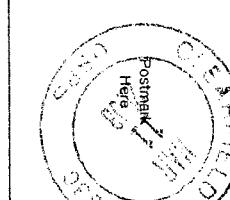
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

1940 0001 9406 1805

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



Send To Doris J. Hutchins

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

221 Mountain Meadows Drive

New Market, TN 37820

PS Form 3800, January 2001
See Reverse for Instructions

2. Article Number
(Transfer from service label) 7001 1940 0001 9406 1782

PS Form 3811, August 2001
Domestic Return Receipt
102595-02-M-103

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME UPLINGER NO. 02-989-CD

NOW, May 2, 2003 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 2ND day of MAY 2003, I exposed the within described real estate of RANDY C. UPLINGER AND DORIS J. HUTCHINS to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK, F.A. SUCCESSOR TO WASHINGTON MUTUAL HOME LOANS, INC. ET AL he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	14.48
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	224.16
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.50

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	39,973.86
INTEREST	5,986.80
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	1,250.00
PROTH. SATISFACTION	
LATE CHARGES & FEES	723.59
COST OF SUIT -TO BE ADDED	1,500.00
FORECLOSURE FEES/ESCROW DEFICIT	165.89
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	49,640.14
COSTS:	
ADVERTISING	345.87
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	224.16
LEGAL JOURNAL AD	170.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	1,034.53

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