

02-1217-CD  
WASHINGTON MUTUAL BANK -vs- MICHAEL E. THORPE, et al.

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP.

*Plaintiff*

vs.

MICHAEL E. THORPE AND  
D. JULEAN THORPE

*Defendants*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 02-1217-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

**DATE: September 11, 2002**

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

SEP 12 2002

William A. Shaw  
Prothonotary

FILED

312:81461  
SEP 12 2002

Atty pd.

d \$7.00

3 Complaints re-instated

William A. Shaw  
Prothonotary

61 to Shff  
Ked

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

Sheriff Docket # 12898

WASHINGTON MUTUAL BANK

02-1217-CD

VS.

THORPE, MICHAEL E. & D. JULEAN

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

---

NOW SEPTEMBER 25, 2002 AT 11:57 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON MICHEL E. THORPE, DEFENDANT AT EMPLOYMENT  
SCI HOUTZDALE, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING  
TO MICHAEL E. THORPE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE  
CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING.

NOW OCTOBER 21, 2002 RETURN THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO D. JULEAN THORPE,  
DEFENDANT

NOW OCTOBER 21, 2002 RETURN THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE "NOT FOUND" AS TO OCCUPANT/TENANT. HOUSE IS EMPTY.

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**Return Costs**

Cost	Description
38.70	SHFF. HAWKINS PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.

**FILED**

OCT 22 2002

William A. Shaw  
Prothonotary

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VS.

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Sworn to Before Me This

So Answers,

22<sup>nd</sup> Day Of October 2002



Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA



Chester A. Hawkins  
Sheriff

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02-1217-CO

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

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

9-12-02 Document  
Reinstated/Reissued to Sheriff Attorney  
for service. *William L. Shaw*

*William L. Shaw*  
Deputy Prothonotary

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

AUG 06 2002

WASHINGTON MUTUAL BANK, FA  
SUCCESSOR BY MERGER TO WASHINGTON  
MUTUAL HOME LOANS, INC. SUCCESSOR IN  
INTEREST BY MERGER TO FLEET  
MORTGAGE CORP.,

Plaintiff

vs.

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D. JULEAN THORPE,

Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
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: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE  
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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

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**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP., is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, MICHAEL E. THORPE, is an adult individual, whose last known address is 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, D. JULEAN THORPE, is an adult individual, whose last known address is 518 JUNIATA STREET, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 08, 1997, the said Defendants, executed and delivered a Mortgage Note in the sum of \$130,830.00 payable to MORTGAGE INVESTORS CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1841, Page 435 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to FLEET MORTGAGE CORP. and recorded in the aforesaid County in Mortgage Book 1848, Page 435. Fleet Mortgage Corp. is now known as Washington Mutual Bank, FA Successor by Merger to Washington Mutual Home Loans, Inc. Successor



in Interest by Merger to Fleet Mortgage Corp. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on February 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$117,480.99
Interest at \$24.13 per day From 01/01/2002 To 09/01/2002 ( based on contract rate of 7.500%)	\$6,587.48
Accumulated Late Charges	\$236.38
Late Charges \$47.28 From 02/01/2002 to 09/01/2002	\$425.52
Escrow Balance	\$306.06
Attorney's Fee at 5% of Principal Balance	\$5,874.05
TOTAL	<u>\$130,910.48</u>

\*\*Together with interest at the per diem rate noted above after September 01, 2002 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 7.500% (\$24.13 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Loan Number : 012050

CASE NUMBER : .

**NOTE****THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**May 8, 1997  
[Date]Dubois  
[City]Pennsylvania  
[State]1269 Treasure Lake, DuBoise, PA 15801  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 130,830.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Mortgage Investors Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1, 1997 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2027 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at 5959 Central Avenue, Ste 103, St Petersburg, FL 33710 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 914.79 .

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to prepay at any time, without premium or fee, the entire debt evidenced by this Note, or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any prepayment in full of the debt shall be credited on the date received, and no interest may be charged after that date. Any partial prepayment made on any day other than an installment due date need not be credited until the next following installment due date or 30 days after the date of partial prepayment, whichever is earlier.

(Page 1 of 3 pages)

MULTISTATE FIXED RATE NOTE—Single Family—UNIFORM INSTRUMENT

Form 3418 (9508)


 Eastern  
Software  
Corporation

EXHIBIT "A"

## **5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## **6. BORROWER'S FAILURE TO PAY AS REQUIRED**

### **(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

### **(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### **(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### **(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### **(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## **7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or a different address if I am given a notice of that different address.

## **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## **9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

130,536

**10. ALLONGE, RIDER, ADDENDUM, ATTACHMENT OR OTHER MODIFICATION (HEREINAFTER REFERRED TO AS ALLONGE) TO THIS NOTE**

If an allonge providing for payment adjustments, or for any other supplemental information, is executed by me together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

- ☐ Graduated Payment Allonge
- ☐ Other [specify]

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property.** This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*D. Julian Thorpe* (Seal)  
D. Julian Thorpe -Borrower

*Michael E. Thorpe* (Seal)  
Michael E. Thorpe -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Without Recourse Pay To The Order Of \_\_\_\_\_ (Seal)

**FLEET MORTGAGE CORP.**

(Sign Original Only)

Mortgage Investors Corporation  
By: *William C. Thomas*  
Date: 5/12/97  
**WILLIAM C. THOMAS**  
ASSISTANT VICE PRESIDENT

Pay to the order of  
Without Recourse  
**Fleet Mortgage Corp.**  
By: *Angela Bacote*  
**ANGELA BACOTE**  
Assistant Vice President

ALL THOSE CERTAIN TRACTS OF LAND DESIGNATED AS LOTS NOS. 531 AND 532, SECTION NO. 15 "BIMINI", IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS MISC. DOCKET MAP FILE NO. 25. HAVING ERECTED THEREON A RESIDENTIAL DWELLING CONSTRUCTED ACROSS THE TWO SEPARATE LOTS.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Kenneth J. Stark*

Kenneth J. Stark  
Recorder of Deeds

which has the address of 1269 Treasure Lake  
[Street]  
Pennsylvania 15801 (Property Address);  
[Zip Code]

PENNSYLVANIA Single Family UNIFORM INSTRUMENT  
Western  
Software ITEM 2410 (9503)

(Page 1 of 6 pages)

EXHIBIT 'B'

COMPANY NAME: WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL  
HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP.

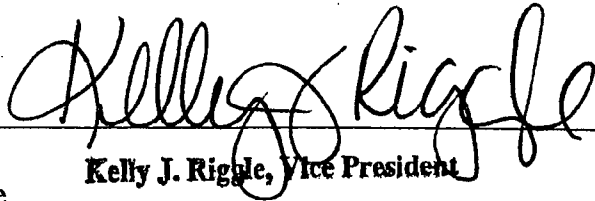
**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Dated AUGUST 2, 2002

By

A handwritten signature in cursive script, appearing to read "Kelly J. Riggle", written over a horizontal line.

Title

**Kelly J. Riggle, Vice President**

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

9-12-02 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service  
[Signature]  
Deputy Prothonotary

AUG 06 2002

Attest.

[Signature]  
Prothonotary/  
Clerk of Courts



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1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

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vs.

MICHAEL E. THORPE AND  
D. JULEAN THORPE,

Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:  
:  
:  
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**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP., is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, MICHAEL E. THORPE, is an adult individual, whose last known address is 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, D. JULEAN THORPE, is an adult individual, whose last known address is 518 JUNIATA STREET, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 08, 1997, the said Defendants, executed and delivered a Mortgage Note in the sum of \$130,830.00 payable to MORTGAGE INVESTORS CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1841, Page 435 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to FLEET MORTGAGE CORP. and recorded in the aforesaid County in Mortgage Book 1848, Page 435. Fleet Mortgage Corp. is now known as Washington Mutual Bank, FA Successor by Merger to Washington Mutual Home Loans, Inc. Successor

in Interest by Merger to Fleet Mortgage Corp. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on February 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$117,480.99
Interest at \$24.13 per day From 01/01/2002 To 09/01/2002 ( based on contract rate of 7.500%)	\$6,587.48
Accumulated Late Charges	\$236.38
Late Charges \$47.28 From 02/01/2002 to 09/01/2002	\$425.52
Escrow Balance	\$306.06
Attorney's Fee at 5% of Principal Balance	\$5,874.05
TOTAL	<hr/> \$130,910.48

\*\*Together with interest at the per diem rate noted above after September 01, 2002 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 7.500% (\$24.13 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Loan Number : 012050

CASE NUMBER : .

**NOTE**

**THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

May 8, 1997  
[Date]

Dubois  
[City]

Pennsylvania  
[State]

1269 Treasure Lake, DuBois, PA 15801  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 130,830.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Mortgage Investors Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1, 1997 .  
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2027 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at 5959 Central Avenue, Ste 103, St Petersburg, FL 33710 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 914.79 .

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to prepay at any time, without premium or fee, the entire debt evidenced by this Note, or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any prepayment in full of the debt shall be credited on the date received, and no interest may be charged after that date. Any partial prepayment made on any day other than an installment due date need not be credited until the next following installment due date or 30 days after the date of partial prepayment, whichever is earlier.

(Page 1 of 3 pages)

MULTISTATE FIXED RATE NOTE--Single Family--UNIFORM INSTRUMENT

Form 3418 (9508)

Eastern  
Software  
CORPORATION

EXHIBIT "A"

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

130,536

**10. ALLONGE, RIDER, ADDENDUM, ATTACHMENT OR OTHER MODIFICATION (HEREINAFTER REFERRED TO AS ALLONGE) TO THIS NOTE**

If an allonge providing for payment adjustments, or for any other supplemental information, is executed by me together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

☐ Graduated Payment Allonge

☐ Other [specify]
**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property.** This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*D. Gulean Thorpe* (Seal)  
D. Gulean Thorpe -Borrower

*Michael E. Thorpe* (Seal)  
Michael E. Thorpe -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Without Recourse Pay To The Order Of \_\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

**FLEET MORTGAGE CORP.**

(Sign Original Only)

Mortgage Investors Corporation  
By: *William C. Thomas*  
Date: 5/12/92  
**WILLIAM C. THOMAS**  
ASSISTANT VICE PRESIDENT

Pay to the order of  
Without Recourse  
**Fleet Mortgage Corp.**  
By: *Angela Bacote*  
**ANGELA BACOTE**  
ASSISTANT VICE PRESIDENT

ALL THOSE CERTAIN TRACTS OF LAND DESIGNATED AS LOTS NOS. 531 AND 532, SECTION NO. 15 "EIMINI", IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS MISC. DOCKET MAP FILE NO. 25. HAVING ERECTED THEREON A RESIDENTIAL DWELLING CONSTRUCTED ACROSS THE TWO SEPARATE LOTS.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*James J. Storch*

James J. Storch  
Recorder of Deeds

which has the address of 1269 Treasure Lake  
[Street]  
Pennsylvania 15801 (Property Address);  
[Zip Code]

PENNSYLVANIA Single Family UNIFORM INSTRUMENT  
Western  
Software ITEM 2410 (9500)

(Page 1 of 6 pages)

Exhibit B



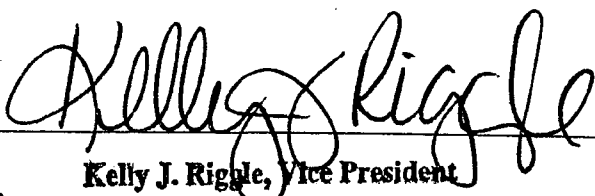
COMPANY NAME: WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL  
HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP.

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Dated AUGUST 2, 2002

By   
Title Kelly J. Riggle, Vice President

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP.

*Plaintiff*

vs.

MICHAEL E. THORPE AND  
D. JULEAN THORPE

*Defendants*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 02-1217-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

**DATE: October 21, 2002**

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

OCT 23 2002

William A. Shaw  
Prothonotary

Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

William A. Shaw  
Prothonotary



**FILED** Aug 12, 7.00  
OCT 10:38 AM 2 Comp. Reinstated  
OCT 23 2002 to SHS

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTERSET BY  
MERGER TO FLEET MORTGAGE CORP.

Plaintiff

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IN THE COURT OF COMMON PLEAS  
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CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1217-00

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

FILED

AUG 06 2002

William A. Shaw  
Prothonotary

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Plaintiff

vs.

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: CLEARFIELD COUNTY, PENNSYLVANIA  
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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA  
SUCCESSOR BY MERGER TO WASHINGTON  
MUTUAL HOME LOANS, INC. SUCCESSOR IN  
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By: \_\_\_\_\_

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)



Loan Number : 012050

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(Page 1 of 3 pages)

MULTISTATE FIXED RATE NOTE—Single Family—UNIFORM INSTRUMENT

Form 3419 (9508)


 Eastern  
Software  
CORPORATION

Exhibit "A"

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**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

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**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

130,530

**10. ALLONGE, RIDER, ADDENDUM, ATTACHMENT OR OTHER MODIFICATION (HEREINAFTER REFERRED TO AS ALLONGE) TO THIS NOTE**

If an allonge providing for payment adjustments, or for any other supplemental information, is executed by me together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

☐ Graduated Payment Allonge

☐ Other [specify]
**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property.** This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Debra Thorpe (Seal)  
Debra Thorpe -Borrower

Michael E. Thorpe (Seal)  
Michael E. Thorpe -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Without Recourse Pay To The Order Of \_\_\_\_\_ (Seal)  
-Borrower

**FLEET MORTGAGE CORP.**

(Sign Original Only)

Mortgage Investors Corporation  
By: William C. Thomas  
Date: 5/12/92  
**WILLIAM C. THOMAS**  
ASSISTANT VICE PRESIDENT

Pay to the order of

Without Recourse  
**Fleet Mortgage Corp.**  
By: Angela Bacote  
**ANGELA BACOTE**  
Assistant Manager

ALL THOSE CERTAIN TRACTS OF LAND DESIGNATED AS LOTS NOS. 531 AND 532, SECTION NO. 15 "BIMINI", IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS MISC. DOCKET MAP FILE NO. 25. HAVING ERECTED THEREON A RESIDENTIAL DWELLING CONSTRUCTED ACROSS THE TWO SEPARATE LOTS.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Kenneth J. Storch*

Kenneth J. Storch  
Recorder of Deeds

which has the address of 1269 Treasure Lake  
[Street]  
Pennsylvania 15801 (Property Address)  
[Zip Code]

PENNSYLVANIA Single Family UNIFORM INSTRUMENT  
RECORDING  
SOFTWARE ITEM 2410 (9502)

(Page 1 of 6 pages)

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL  
HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP.

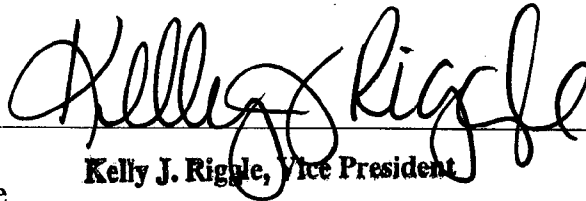
**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Dated AUGUST 2, 2002

By



Title

Kelly J. Riggle, Vice President

for service  
to be filed in the  
Court of Common Pleas  
in and for the County of  
Delaware

for service  
to be filed in the  
Court of Common Pleas  
in and for the County of  
Delaware

for service  
to be filed in the  
Court of Common Pleas  
in and for the County of  
Delaware

for service  
to be filed in the  
Court of Common Pleas  
in and for the County of  
Delaware

12 Sept 02 Document  
Reinstated/Retained to Sheriff/Attorney  
for service.

[Signature]  
Deputy Prothonotary

23 Oct 02 Document  
Reinstated/Retained to Sheriff/Attorney  
for service.

[Signature]  
Deputy Prothonotary

FILED [Signature]

AUG 06 2002

m/a:12/1 [Signature] Hulen pd 80.00  
William A. Shaw  
Prothonotary

Acc to Sheriff

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

Sheriff Docket # 12898

WASHINGTON MUTUAL BANK

02-1217-CD

VS.

THORPE, MICHAEL E. & D. JULEAN

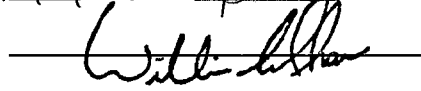
**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

---

Sworn to Before Me This

10th Day Of September 2002



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

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

SEP 10 2002

01:40 pm

William A. Shaw  
Prothonotary

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

Sheriff Docket # 12898

WASHINGTON MUTUAL BANK

02-1217-CD

VS.

THORPE, MICHAEL E. & D. JULEAN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW SEPTEMBER 6, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I

RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE

"NOT FOUND" AS TO MICHAEL E. THORPE, DEFENDANT. HOUSE IS VACANT.

NOW SEPTEMBER 6, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I

RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE

"NOT FOUND" AS TO D. JULEAN THORPE, DEFENDANT. SEVERAL ATTEMPTS,  
NEVER HOME.

NOW SEPTEMBER 6, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I

RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE

"NOT FOUND" AS TO OCCUPANT/TENANT (THORPE PROPERTY) HOUSE IS  
VACANT.

---

Return Costs

Cost	Description
------	-------------

61.05	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

30.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------



WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTERSET BY  
MERGER TO FLEET MORTGAGE CORP.

Plaintiff

vs.

MICHAEL E. THORPE AND  
D. JULEAN THORPE

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1217-CO

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

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

AUG 06 2002

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

WASHINGTON MUTUAL BANK, FA  
SUCCESSOR BY MERGER TO WASHINGTON  
MUTUAL HOME LOANS, INC. SUCCESSOR IN  
INTEREST BY MERGER TO FLEET  
MORTGAGE CORP.,

Plaintiff

vs.

MICHAEL E. THORPE AND  
D. JULEAN THORPE,

Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
:  
: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:  
:  
:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA  
SUCCESSOR BY MERGER TO WASHINGTON  
MUTUAL HOME LOANS, INC. SUCCESSOR IN  
INTEREST BY MERGER TO FLEET  
MORTGAGE CORP.,

Plaintiff

vs.

MICHAEL E. THORPE AND  
D. JULEAN THORPE,

Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:  
:  
:  
:

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP., is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, MICHAEL E. THORPE, is an adult individual, whose last known address is 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, D. JULEAN THORPE, is an adult individual, whose last known address is 518 JUNIATA STREET, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 08, 1997, the said Defendants, executed and delivered a Mortgage Note in the sum of \$130,830.00 payable to MORTGAGE INVESTORS CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1841, Page 435 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to FLEET MORTGAGE CORP. and recorded in the aforesaid County in Mortgage Book 1848, Page 435. Fleet Mortgage Corp. is now known as Washington Mutual Bank, FA Successor by Merger to Washington Mutual Home Loans, Inc. Successor

in Interest by Merger to Fleet Mortgage Corp. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on February 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$117,480.99
Interest at \$24.13 per day From 01/01/2002 To 09/01/2002 ( based on contract rate of 7.500%)	\$6,587.48
Accumulated Late Charges	\$236.38
Late Charges \$47.28 From 02/01/2002 to 09/01/2002	\$425.52
Escrow Balance	\$306.06
Attorney's Fee at 5% of Principal Balance	\$5,874.05
TOTAL	<hr/> \$130,910.48

\*\*Together with interest at the per diem rate noted above after September 01, 2002 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 7.500% (\$24.13 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Loan Number : 012050

CASE NUMBER : .

**NOTE****THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**May 8, 1997  
[Date]Dubois  
[City]Pennsylvania  
[State]1269 Treasure Lake, DuBoise, PA 15801  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 130,830.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Mortgage Investors Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at 5959 Central Avenue, Ste 103, St Petersburg, FL 33710 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 914.79

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to prepay at any time, without premium or fee, the entire debt evidenced by this Note, or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any prepayment in full of the debt shall be credited on the date received, and no interest may be charged after that date. Any partial prepayment made on any day other than an installment due date need not be credited until the next following installment due date or 30 days after the date of partial prepayment, whichever is earlier.

(Page 1 of 3 pages)

MULTISTATE FIXED RATE NOTE--Single Family--UNIFORM INSTRUMENT

Form 3418 (9508)


 Eastern  
Software  
CORPORATION

Exhibit "A"

## **5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## **6. BORROWER'S FAILURE TO PAY AS REQUIRED**

### **(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

### **(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### **(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### **(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### **(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

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If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

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130,530

**10. ALLONGE, RIDER, ADDENDUM, ATTACHMENT OR OTHER MODIFICATION (HEREINAFTER REFERRED TO AS ALLONGE) TO THIS NOTE**

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- ☐ Graduated Payment Allonge
- ☐ Other [specify]

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This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Doreen Thorpe* (Seal)  
Doreen Thorpe -Borrower

*Michael E. Thorpe* (Seal)  
Michael E. Thorpe -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Without Recourse Pay To The Order Of \_\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

**FLEET MORTGAGE CORP.**

(Sign Original Only)

Mortgage Investors Corporation  
By: *William C. Thomas*  
Date: 5/12/92  
**WILLIAM C. THOMAS**  
ASSISTANT VICE PRESIDENT

Pay to the order of  
Without Recourse  
**Fleet Mortgage Corp.**  
By: *Angela Bacote*  
**ANGELA BACOTE**  
Sustaining Officer



ALL THOSE CERTAIN TRACTS OF LAND DESIGNATED AS LOTS NOS. 531 AND 532, SECTION NO. 15 "ZIMINI" IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS MISC. DOCKET MAP FILE NO. 25. HAVING ERECTED THEREON A RESIDENTIAL DWELLING CONSTRUCTED ACROSS THE TWO SEPARATE LOTS.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Keith L. Stark*

Keith L. Stark  
Recorder of Deeds

which has the address of 1269 Treasure Lake  
[Street]  
Pennsylvania 15801 (Property Address)  
[Zip Code]

PENNSYLVANIA Single Family UNIFORM INSTRUMENT  
WEISSER  
SOFTWARE ITEM 2410 (9502)

(Page 1 of 6 pages)

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL  
HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP.

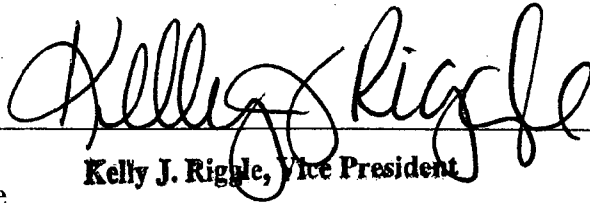
**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Dated AUGUST 2, 2002

By

A handwritten signature in cursive script, appearing to read "Kelly J. Riggle", written over a horizontal line.

**Kelly J. Riggle, Vice President**

Title

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTERSET BY  
MERGER TO FLEET MORTGAGE CORP.

Plaintiff

vs.

MICHAEL E. THORPE AND  
D. JULEAN THORPE

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1217-CO

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

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

AUG 05 2002

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

WASHINGTON MUTUAL BANK, FA  
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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

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### **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP., is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, MICHAEL E. THORPE, is an adult individual, whose last known address is 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, D. JULEAN THORPE, is an adult individual, whose last known address is 518 JUNIATA STREET, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 08, 1997, the said Defendants, executed and delivered a Mortgage Note in the sum of \$130,830.00 payable to MORTGAGE INVESTORS CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1841, Page 435 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to FLEET MORTGAGE CORP. and recorded in the aforesaid County in Mortgage Book 1848, Page 435. Fleet Mortgage Corp. is now known as Washington Mutual Bank, FA Successor by Merger to Washington Mutual Home Loans, Inc. Successor

in Interest by Merger to Fleet Mortgage Corp. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 1269 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on February 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$117,480.99
Interest at \$24.13 per day From 01/01/2002 To 09/01/2002 ( based on contract rate of 7.500%)	\$6,587.48
Accumulated Late Charges	\$236.38
Late Charges \$47.28 From 02/01/2002 to 09/01/2002	\$425.52
Escrow Balance	\$306.06
Attorney's Fee at 5% of Principal Balance	\$5,874.05
TOTAL	<hr/> \$130,910.48

\*\*Together with interest at the per diem rate noted above after September 01, 2002 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 7.500% (\$24.13 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Loan Number : 012050

CASE NUMBER :

**NOTE****THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**May 8, 1997  
[Date]Dubois  
[City]Pennsylvania  
[State]1269 Treasure Lake, DuBois, PA 15801  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 130,830.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

Mortgage Investors Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at 5959 Central Avenue, Ste 103, St Petersburg, FL 33710 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 914.79

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to prepay at any time, without premium or fee, the entire debt evidenced by this Note, or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any prepayment in full of the debt shall be credited on the date received, and no interest may be charged after that date. Any partial prepayment made on any day other than an installment due date need not be credited until the next following installment due date or 30 days after the date of partial prepayment, whichever is earlier.

(Page 1 of 3 pages)

MULTISTATE FIXED RATE NOTE--Single Family--UNIFORM INSTRUMENT

Form 3418 (9508)

Eastern  
Software  
CORPORATION

Exhibit "A"



## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

130,530

**10. ALLONGE, RIDER, ADDENDUM, ATTACHMENT OR OTHER MODIFICATION (HEREINAFTER REFERRED TO AS ALLONGE) TO THIS NOTE**

If an allonge providing for payment adjustments, or for any other supplemental information, is executed by me together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

- ☐ Graduated Payment Allonge
- ☐ Other [specify]

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property.** This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*D. Gulean Thorpe* (Seal)  
D. Gulean Thorpe -Borrower

*Michael E. Thorpe* (Seal)  
Michael E. Thorpe -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Without Recourse Pay To The Order Of \_\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

**FLEET MORTGAGE CORP.**

(Sign Original Only)

Mortgage Investors Corporation  
By: *William C. Thomas*  
Date: 5/12/90  
**WILLIAM C. THOMAS**  
ASSISTANT VICE PRESIDENT

Pay to the order of  
Without Recourse  
**Fleet Mortgage Corp.**  
By: *Angela Bacote*  
**ANGELA BACOTE**  
Sustaining Officer

ALL THOSE CERTAIN TRACTS OF LAND DESIGNATED AS LOTS NOS. 531 AND 532, SECTION NO. 15 "ZIMINI", IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS MISC. DOCKET MAP FILE NO. 25. HAVING ERECTED THEREON A RESIDENTIAL DWELLING CONSTRUCTED ACROSS THE TWO SEPARATE LOTS.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Harold J. Stark*

Harold J. Stark  
Recorder of Deeds

which has the address of 1269 Treasure Lake  
[Street]  
Pennsylvania 15801 (Property Address);  
[Zip Code]

PENNSYLVANIA - Single Family - UNIFORM INSTRUMENT  
Western  
Software ITEM 2410 (9502)

(Page 1 of 6 pages)

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL  
HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP.

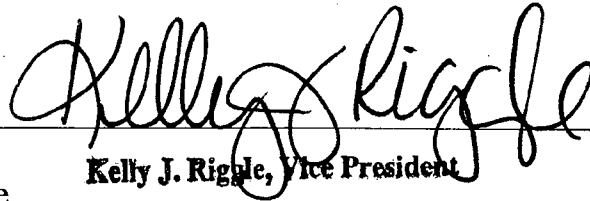
**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Dated AUGUST 2, 2002

By

A handwritten signature in dark ink, appearing to read "Kelly J. Riggle", is written over a horizontal line.

Title

**Kelly J. Riggle, Vice President**

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AUG 06 2002

Attest.

*Wm. L. R.*  
Prothonotary/  
Clerk of Courts

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11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 7.500% (\$24.13 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Loan Number : 012050

CASE NUMBER : .

**NOTE****THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**May 8, 1997  
[Date]Dubois  
[City]Pennsylvania  
[State]1269 Treasure Lake, DuBois, PA 15801  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 130,830.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

Mortgage Investors Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at 5959 Central Avenue, Ste 103, St Petersburg, FL 33710 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 914.79

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to prepay at any time, without premium or fee, the entire debt evidenced by this Note, or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any prepayment in full of the debt shall be credited on the date received, and no interest may be charged after that date. Any partial prepayment made on any day other than an installment due date need not be credited until the next following installment due date or 30 days after the date of partial prepayment, whichever is earlier.

(Page 1 of 3 pages)

MULTISTATE FIXED RATE NOTE—Single Family—UNIFORM INSTRUMENT

Form 3418 (9508)

Eastern  
Software  
CORPORATION

Exhibit "A"

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

130,530

**10. ALLONGE, RIDER, ADDENDUM, ATTACHMENT OR OTHER MODIFICATION (HEREINAFTER REFERRED TO AS ALLONGE) TO THIS NOTE**

If an allonge providing for payment adjustments, or for any other supplemental information, is executed by me together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

- ☐ Graduated Payment Allonge
- ☐ Other [specify]

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property.** This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*D. Gulean Thorpe* (Seal)  
D. Gulean Thorpe -Borrower

*Michael E. Thorpe* (Seal)  
Michael E. Thorpe -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Without Recourse Pay To The Order Of \_\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

**FLEET MORTGAGE CORP.**

(Sign Original Only)

Mortgage Investors Corporation  
By: *William C. Thomas*  
Date: 5/12/90  
**WILLIAM C. THOMAS**  
ASSISTANT VICE PRESIDENT

Pay to the order of  
Without Recourse  
**Fleet Mortgage Corp.**  
By: *Angela Bacote*  
**ANGELA BACOTE**  
ASSISTANT VICE PRESIDENT

ALL THOSE CERTAIN TRACTS OF LAND DESIGNATED AS LOTS NOS. 531 AND 532, SECTION NO. 15 "BIMINI", IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS MISC. DOCKET MAP FILE NO. 25. HAVING ERECTED THEREON A RESIDENTIAL DWELLING CONSTRUCTED ACROSS THE TWO SEPARATE LOTS.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Kenneth J. Stark*

Kenneth J. Stark  
Recorder of Deeds

which has the address of 1269 Treasure Lake  
[Street]  
Pennsylvania 15801 (Property Address):  
[Zip Code]

PENNSYLVANIA - Single Family - UNIFORM INSTRUMENT  
[Notarized]  
[Signature] ITEM 2410 (9500)

(Page 1 of 6 pages)

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL  
HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP.

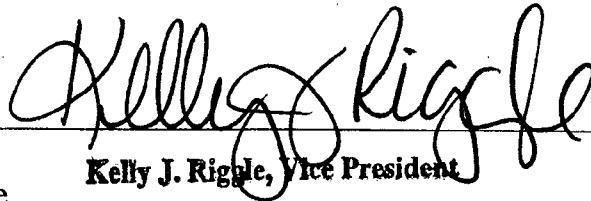
**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Dated AUGUST 2, 2002

By

A handwritten signature in cursive script, appearing to read "Kelly J. Riggle", written over a horizontal line.

Title

**Kelly J. Riggle, Vice President**

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

**P R A E C I P E**

**TO THE PROTHONOTARY OF THE WITHIN COUNTY:**

Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s) **MICHAEL**

**E. THORPE AND D. JULEAN THORPE** for failure to plead to the above action within twenty (20)

days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$117,480.99
Interest	\$6,587.48
Per diem of \$24.13	
From 01/01/2002	
To 09/01/2002	
Accumulated Late Charges	\$236.38
Late Charges	\$425.52
(\$47.28 per month to	
09/01/2002)	
Escrow Deficit	\$306.06
5% Attorney's Commission	\$5,874.05
<b>TOTAL</b>	<b>\$130,910.48</b>

**\*\*Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.**

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**FILED**

**JAN 10 2003**

**William A. Shaw**  
Prothonotary

7  
2

W  
SA

FILED

M 11:11 AM  
JAN 10 2003

William A. Shaw  
Prothonotary

Atty pd. 20.00  
1 cc a Notice  
to each Def  
Statement to Atty  
J



WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

COPY  
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on \_\_\_\_\_ the following judgment has been entered  
against you in the above-captioned matter:

**\$130,910.48** and for the sale and foreclosure of your property located at: **1269 TREASURE  
LAKE DUBOIS, PA 15801**

Dated: January 9, 2003

\_\_\_\_\_  
PROTHONOTARY

Attorney for Plaintiff:  
Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to  
receive this Notice pursuant to PA R.C.P. No. 236

MICHAEL E. THORPE  
1269 TREASURE LAKE  
DUBOIS, PA 15801

D. JULEAN THORPE  
518 JUNIATA STREET  
DUBOIS, PA 15801

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

COPY

Washington Mutual Bank, FA successor by  
merger to Washington Mutual Home Loans, Inc.,  
successor in interest by merger to Fleet  
Mortgage Corp.  
Plaintiff(s)

No.: 2002-01217-CD

Real Debt: \$130,910.48

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael E. Thorpe and  
D. Julean Thorpe  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 10, 2003

Expires: January 10, 2008

Certified from the record this 10th day of January, 2003.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,  
**LEON P. HALLER, ESQUIRE** who being duly sworn according to law deposes and states that the  
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way  
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

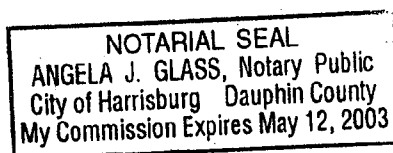
Sworn to and subscribed :

before me this 9<sup>th</sup> day :

of January 20 03 :

Angela J. Glass  
Notary Public

LEON P. HALLER, ESQUIRE



FILED

JAN 10 2003

William A. Shaw  
Prothonotary

U

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

Sworn to and subscribed :

before me this 9 day :

of January 2003 :

Angela J. Glass  
Notary Public

LEON P. HALLER, ESQUIRE

NOTARIAL SEAL  
ANGELA J. GLASS, Notary Public  
City of Harrisburg Dauphin County  
My Commission Expires May 12, 2003

3  
#  
FILED  
JAN 10 2003  
William A. Shaw  
Prothonotary  
ICC  
Amy Hadden

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**  
**PURSUANT TO PA. R.C.P. 237.1**

I hereby certify that on December 6, 2002 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By \_\_\_\_\_

Leon P. Haller PA I.D. # 15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

FILED

JAN 10 2003

William A. Shaw  
Prothonotary

VS.

Defendant

NO. 02-1217-CD

## CIVIL ACTION LAW IN MORTGAGE FORECLOSURE

**TO:**

D. JULEAN THORPE  
1269 TREASURE LAKE  
DUBOIS, PA 15801

## **IMPORTANT NOTICE**

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

PURCELL, ~~KRUG~~ & HALLER

By LEON P. HALLER  
LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178

FILED  
NO  
M 11:23 AM  
JAN 10 2003  
ce

William A. Shaw  
Prothonotary



WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

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

**TO THE PROTHONOTARY:**

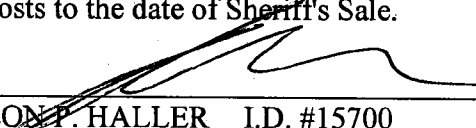
Issue Writ of Execution in the above matter on the real estate located at **1269 TREASURE  
LAKE DUBOIS, PA 15801** as follows:

Unpaid Principal Balance	\$117,480.99
Interest	\$11,703.04
Per diem of \$24.13 To 04/01/2003	
Late Charges	\$992.86
(\$47.28 per month to 04/01/2003)	
Escrow Deficit	\$1,000.00
5% Attorney Commission	\$5,874.05

**TOTAL WRIT** \$137,051.84

*Prothonotary costs 134.00*

**\*\*Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

By   
LEON P. HALLER I.D. #15700  
ATTORNEY FOR PLAINTIFF  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Dated: January 9, 2003

Attached is a description of the real estate.

**FILED**

JAN 10 2003

William A. Shaw  
Prothonotary

ALL THOSE CERTAIN tracts of land designated as Lots Nos. 531 and 532, Section No. 15 "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Office of the Recorder of Deeds Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Owner/Operator or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within said Treasure Lake subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors, and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien against the land and be an encumbrance against it.

Restriction 5 herein applies only to Lot No. 531 not 532.

HAVING THEREON ERECTED A residential dwelling constructed across two separate lots known as 1269 Treasure Lake, DuBois, Pennsylvania

BEING THE SAME PREMISES WHICH Perry E. Davis and Paul Z. Davis by Deed dated February 9, 1995 and recorded February 23, 1995 in Deed Book 1660, Page 471, granted and conveyed unto Michael E. Thorpe and D. Julean Thorpe.

Assessment # 128-C02-015-531

FILED *Atty. H. Adams*

*M 11:24 AM*  
JAN 10 2003 *pd. 20.00*

William A. Shaw  
Prothonotary

*1 CC - Le units w/ attached  
prop descr.*

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

Washington Mutual Bank

Vs.

NO.: 2002-01217-CD

Michael E. Thorpe and D. Julean Thorpe

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, Plaintiff(s) from MICHAEL E. THORPE and D. JULEAN THORPE, 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: \$117,480.99  
INTEREST Per diem of \$24.13 to  
04/01/2003: \$11,703.04  
ESCROW DEFICIT: \$1,000.00  
PRCTH. COSTS: \$  
5 % ATTY'S COMM: \$5,874.05  
DATE: 01/10/2003

PAID: \$134.00  
LATE CHARGES (\$47.28 per month to  
04/01/2003: \$992.86  
SHERIFF: \$  
OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Leon P. Haller  
1719 N. Front Street  
Harrisburg, PA 17102

\_\_\_\_\_  
Sheriff

ALL THOSE CERTAIN tracts of land designated as Lots Nos. 531 and 532, Section No. 15 "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Office of the Recorder of Deeds Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Owner/Operator or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within said Treasure Lake subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors, and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien against the land and be an encumbrance against it.

Restriction 5 herein applies only to Lot No. 531 not 532.

HAVING THEREON ERECTED A residential dwelling constructed across two separate lots known as 1269 Treasure Lake, DuBois, Pennsylvania

BEING THE SAME PREMISES WHICH Perry E. Davis and Paul Z. Davis by Deed dated February 9, 1995 and recorded February 23, 1995 in Deed Book 1660, Page 471, granted and conveyed unto Michael E. Thorpe and D. Julean Thorpe.

Assessment # 128-C02-015-531

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

Sheriff Docket # 12898

WASHINGTON MUTUAL BANK

02-1217-CD

VS.

THORPE, MICHAEL E. & D. JULEAN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW NOVEMBER 1, 2002 AT 7:05 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON D. JULEAN THORPE, DEFENDANT AT RESIDENCE, 518 JUNIATA ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO D. JULEAN THORPE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY

NOW OCTOBER 24, 2002, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON D. JULEAN THORPE, DEFENDANT.

NOW NOVEMBER 1, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON D. JULEAN THORPE, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

---

Return Costs

Cost	Description
36.30	SHFF. HAWKINS PAID BY: ATTY.
47.28	SHFF. DEMKO PAID BY: ATTY.

**FILED**

013:57487  
JAN 27 2003

William A. Shaw  
Prothonotary

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

Sheriff Docket # 12898

WASHINGTON MUTUAL BANK

02-1217-CD

VS.

THORPE, MICHAEL E. & D. JULEAN

COMPLAINT IN MORTGAGE FORECLOSURE

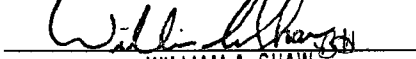
**SHERIFF RETURNS**

---

Sworn to Before Me This

So Answers,

27<sup>th</sup> Day Of July 2003



WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA



Chester A. Hawkins

Sheriff

No. 02-1217 C.D.

Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on November 1, 2002 at 10:45 o'clock A.M. served the Notice and Complaint in Mortgage Foreclosure upon D. JULEAN THORPE, Defendant, at 1200 Wood Street, Suite 110, Borough of Brockway, County of Jefferson, State of Pennsylvania, by handing to her, personally, a true and attested copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 45.28 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 47.28
Refunded:	\$ 77.72

So Answers,

Carl J. Gotwald Sr. Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed  
to before me this 2nd  
day of December 2002  
By Tanya S. Serst

My Commission Expires The  
First Monday January 2006



WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on  
2-5-03, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA  
R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail  
(Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence),  
and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are  
as follows:

MICHAEL E. THORPE  
1269 TREASURE LAKE  
DUBOIS, PA 15801

D. JULEAN THORPE  
518 JUNIATA STREET  
DUBOIS, PA 15801

Treasure Lake POA  
13 Treasure Lake  
Dubois, PA 15801

Tenant/Occupant  
1269 Treasure Lake  
Dubois, PA 15801


DOMESTIC RELAITONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

FILED

MAR 26 2003

m/12:15/1m  
William A. Shaw  
Prothonotary

NO CERT COPY

By   
PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

LAW OFFICES

*Purcell, Krug & Haller*

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FAX (717) 234-1206

HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL JR.  
JILL M. WINKA  
BRIAN J. TYLER  
NICHOLE M. STALEY O'GORMAN

HERSHEY  
(717) 533-3836  
JOSEPH NISSLEY (1910-1982)  
JOHN W. PURCELL  
VALERIE A. GUNNOF  
COUNSEL

MICHAEL E. THORPE  
1269 TREASURE LAKE  
DUBOIS, PA 15801

D. JULEAN THORPE  
518 JUNIATA STREET  
DUBOIS, PA 15801

Treasure Lake POA  
13 Treasure Lake  
Dubois, PA 15801

Tenant/Occupant  
1269 Treasure Lake  
Dubois, PA 15801

DOMESTIC RELAITONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**NOTICE IS HEREBY GIVEN** to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

**YOU ARE HEREBY NOTIFIED** that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

**YOU ARE FURTHER NOTIFIED** that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

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

Leon P. Haller PA I.D.15700  
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA SUCCESSOR  
BY MERGER TO WASHINGTON MUTUAL HOME  
LOANS, INC. SUCCESSOR IN INTEREST BY  
MERGER TO FLEET MORTGAGE CORP,  
PLAINTIFF

VS.

MICHAEL E. THORPE AND D. JULEAN THORPE,  
DEFENDANTS

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1217-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1**

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: APRIL 04, 2003

TIME: 10:00 A.M.

LOCATION: Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830

**THE PROPERTY TO BE SOLD** is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

**1269 TREASURE LAKE  
DUBOIS, PA 15801**

**THE JUDGMENT** under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

**No. 02-1217-CD**

**JUDGMENT AMOUNT \$130,910.48**

**THE NAMES OF THE OWNERS OR REPUTED OWNERS** of this property is:

**MICHAEL E. THORPE AND D. JULEAN THORPE**

A **SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE 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, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT**

You may have legal rights to prevent your property from being taken away. 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 PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:**

**Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 (Ext. 5982)**

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER**  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

ALL THOSE CERTAIN tracts of land designated as Lots Nos. 531 and 532, Section No. 15 "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Office of the Recorder of Deeds Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Owner/Operator or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within said Treasure Lake subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors, and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien against the land and be an encumbrance against it.

Restriction 5 herein applies only to Lot No. 531 not 532.

HAVING THEREON ERECTED A residential dwelling constructed across two separate lots known as 1269 Treasure Lake, DuBois, Pennsylvania

BEING THE SAME PREMISES WHICH Perry E. Davis and Paul Z. Davis by Deed dated February 9, 1995 and recorded February 23, 1995 in Deed Book 1660, Page 471, granted and conveyed unto Michael E. Thorpe and D. Julean Thorpe.

Assessment # 128-C02-015-531

7160 3901 9844 2484 2150

**TO:** D. JULEAN THORPE  
518 JUNIATA STREET  
DUBOIS, PA 15801

**SENDER:**

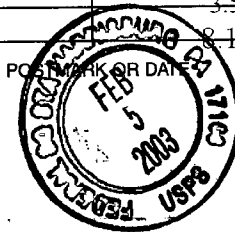
**REFERENCE:**

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



2. Article Number



7160 3901 9844 2484 2150

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☒ Yes

1. Article Addressed to:

D. JULEAN THORPE  
518 JUNIATA STREET  
DUBOIS, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

D. Julian Thorpe

B. Date of Delivery

2-22-03

C. Signature

x

☐ Agent

☐ Addressee

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

☐ Yes

☐ No

WASHINGTON MUTUAL BANK, FA v. THORPE  
Clearfield County Sale 11/4/03

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

MICHAEL E. THORPE  
1269 TREASURE LAKE  
DUBOIS, PA 15801

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

D. JULEAN THORPE  
518 JUNIATA STREET  
DUBOIS, PA 15801

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

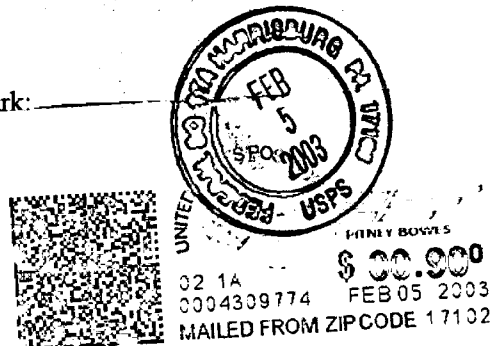
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELAITONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Postmark:





WASHINGTON MUTUAL BANK, FA v. THORPE  
Clearfield County Sale \_\_\_\_\_

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Treasure Lake POA  
13 Treasure Lake  
Dubois, PA 15801

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

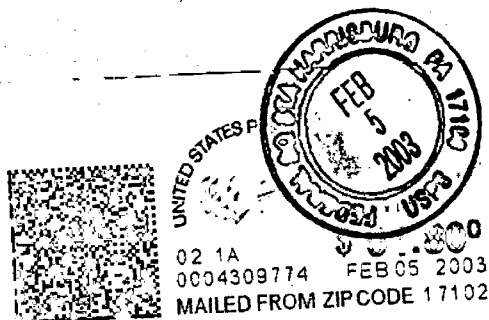
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Tenant/Occupant  
1269 Treasure Lake  
Dubois, PA 15801

Postmark:



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

Sheriff Docket # 13624

WASHINGTON MUTUAL BANK, FA ET AL

02-1217-CD

VS.

THORPE, MICHAEL E.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, FEBRUARY 5, 2003 @ 10:20 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF APRIL 4, 2003 WAS SET.

NOW, MARCH 4, 2003 DEPUTIZED JEFFESON COUNTY TO SERVE D. JULEAN THORPE.

NOW, MARCH 13, 2003 @ 4:00 P.M. O'CLOCK SERVED MICHAEL E. THORPE, DEFENDAN, AT THE CLEARFIELD COUNTY SHERIFF OFFICE, CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREEET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA 16830 BY HANDING TO MICHAEL E. THORPE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN THE HIM THE CONTENTS THEREOF.

NOW, MARCH 21, 2003 @ 4:00 P.M. O'CLOCK KIRK BRUDNOCK, DEPUTY FOR THOMAS A. DEMKO, SHERIFF OF JEFFERSON COUNTY, SERVED D. JULEAN THORPE, DEFENDANT, AT HER EMPLOYMENT CLEARFIELD JEFFERSON MENTAL HEALTH AND RETARDATION CENTER, SUTIE U, 110 WOOD STREET, BOROUGH OF BROCKWAY, COUNTY OF JEFFERSON, STATE OF PENNSYLVANIA BY HANDING TO D. JULEAN THORPE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 2, 2003 RECEIVED A FAX FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SALE TO MAY 2, 2003.

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

NOW, JUNE 13, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

**FILED**  
0111:07 BH  
JUN 20 2003  
Ea

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13624

WASHINGTON MUTUAL BANK, FA ET AL

02-1217-CD

VS.

THORPE, MICHAEL E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 20, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JUNE 20, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$306.68

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

20<sup>th</sup> Day Of June 2003

*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins

Sheriff

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

Washington Mutual Bank

Vs.

NO.: 2002-01217-CD

Michael E. Thorpe and D. Julean Thorpe

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, Plaintiff(s) from MICHAEL E. THORPE and D. JULEAN THORPE, 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:

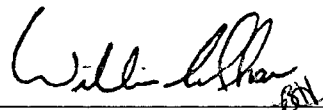
Garnishee(s) as follows:

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: \$117,480.99  
INTEREST Per diem of \$24.13 to  
04/01/2003: \$11,703.04  
ESCROW DEFICIT: \$1,000.00  
PROTH. COSTS: \$  
5 % ATTY'S COMM: \$5,874.05  
DATE: 01/10/2003

PAID: \$134.00  
LATE CHARGES (\$47.28 per month to  
04/01/2003: \$992.86  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 10th day  
of January A.D. 2003  
At 3:45 A.M. PM

Requesting Party: Leon P. Haller  
1719 N. Front Street  
Harrisburg, PA 17102

Charles A. Haukeins  
Sheriff By Cynthia Butler-Aughenbaugh

ALL THOSE CERTAIN tracts of land designated as Lots Nos. 531 and 532, Section No. 15 "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Office of the Recorder of Deeds Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Owner/Operator or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within said Treasure Lake subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors, and assigns for the use and/or maintenance of any such facilities which if unpaid shall become a lien against the land and be an encumbrance against it.

Restriction 5 herein applies only to Lot No. 531 not 532.

HAVING THEREON ERECTED A residential dwelling constructed across two separate lots known as 1269 Treasure Lake, DuBois, Pennsylvania

BEING THE SAME PREMISES WHICH Perry E. Davis and Paul Z. Davis by Deed dated February 9, 1995 and recorded February 23, 1995 in Deed Book 1660, Page 471, granted and conveyed unto Michael E. Thorpe and D. Julean Thorpe.

Assessment # 128-C02-015-531

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME THROPE NO. 02-1217-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 MICHAEL E. THORPE AND D. JULEAN THORPE to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK 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	13.68
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	5.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	68.40
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00 *
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>306.68</b>

## DEED COSTS:

ACKNOWLEDGEMENTS	5.00
REGISTER & RECORDER	32.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>32.00</b>

## PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	117,480.99
INTEREST TO 4/1/03	11,703.04
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	992.86
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	5,874.05
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,000.00
<b>TOTAL DEBT &amp; INTEREST</b>	<b>137,050.94</b>

## COSTS:

ADVERTISING	386.19
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	32.00
SHERIFF COSTS	306.68
LEGAL JOURNAL AD	198.00
PROTHONOTARY	134.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS 1,201.87**

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

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

COPY

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

WASHINGTON MUTUAL BANK

VS

MICHAEL E. THORPE AND D. JULEAN THORPE

TERM & NO. 02-1217-CD

DOCUMENT TO BE SERVED:

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

**SERVE BY:**

ASAP

**MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE**

SERVE: D. JULEAN THORPE

**ADDRESS:** CLEARFIELD JEFFERSON MENTAL HEALTH AND RETARDATION CENTER, SUITE U,  
110 WOOD STREET, BROCKWAY, PA 15825

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 4TH Day of MARCH 2003.

Respectfully,

CHESTER A. HAWKINS

SHERIFF OF CLEARFIELD COUNTY

Served  
3-21-03

No. 02-1217-CD

Personally appeared before me, Kirk Brudnock, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 21, 2003 at 4:00 o'clock P.M. served the Writ of Execution, Notice of Sheriff's Sale and Copy of the Levy upon D. JULEAN THORPE, Defendant, at Clearfield Jefferson Mental Health and Retardation Center, Suite U, 110 Wood Street, Borough of Brockway, County of Jefferson, State of Pennsylvania by handing to him, personally, a true copy of the Writ, Notice and Levy, and by making known to him the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 31.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 33.64
Refunded:	\$ 91.36

Sworn and subscribed

to before me this 25<sup>th</sup>  
day of March 2006  
By Angela S. Seust

So Answers,

Kirk Brudnock  
Thomas A. Demko  
Deputy  
Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

My Commission Expires The  
First Monday January 2006



PURCELL, KRUG & HALLER  
1719 N. FRONT STREET  
HARRISBURG, PA 17102  
PH: 717-234-4178 X 126  
FAX: 717-234-1206

# fax transmittal

Fax: 814-765-5915 CINDY

Date: April 2, 2003

X Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes PLEASE STAY/CONTINUE THE SHERIFF SALE SCHEDULED FOR \_\_\_\_\_ TO THE NEXT

SALE DATE OF \_\_\_\_\_

PLEASE CONTINUE THE SHERIFF SALE SCHEDULED 04/04/03 TO 05/02/03 DUE TO LATE  
SERVICE COMPLETED ON MICHAEL THORPE \_\_\_\_\_

IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE  
ABOVE REFERENCED SENDER IMMEDIATELY.

TOTAL P.01