

1244-CB
HOMESIDE LENDING, INC. -vs- JAMES BROWNING et al.

HOMESIDE LENDING, INC.

Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1244-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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FILED

AUG 12 2002
MILL: 40/att. Halden ps 80.00
William A. Shaw
Prothonotary 4 cc Shawgo

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Plaintiff

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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, HOMESIDE LENDING, INC., is a Corporation, with an address of 8120 NATIONS WAY, BUILDING 100, JACKSONVILLE, FLORIDA 32256.
2. Defendant, JAMES BROWNING A/K/A JAMES C. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARLYAND 21144. Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARYLAND 21144.
3. On or about, May 25, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$33,558.00 payable to ISLAND MORTGAGE NETWORK, INC., 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 Instrument No. 200007264 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to HOMESIDE LENDING, INC. and recorded in the aforesaid County in Instrument No. 200117403. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 1225 FORREST STREET, COALPORT, PENNSYLVANIA 16627 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 March 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$33,107.85
Interest at \$7.71 per day From 02/01/2002 To 09/01/2002 (based on contract rate of 8.500%)	\$1,865.81
Accumulated Late Charges	\$71.08
Late Charges \$14.10 From 03/01/2002 to 09/01/2002	\$112.79
Escrow Balance	\$440.55
Attorney's Fee at 5% of Principal Balance	\$1,655.39
TOTAL	<hr/> \$37,253.47

**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. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice.

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. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 8.500% (\$7.71 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)

Certified True Copy
Of Original

LOAN NO. 162-2008

CASE NO. 11-11-6-0255504

NOTE

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

MAY 25, 2000

JOHNSTOWN [City]

PR [State]

1225 FOREST STREET
COALPORT, PA 16627

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 33,558.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is ISLAND MORTGAGE NETWORK INC.,

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 8.500 %.

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, 2000. 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, 2030, 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

520 BROADHOLLOW ROAD, MELVILLE, NEW YORK 11747

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. \$ 258.03

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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 % 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.

Exhibit "A"

(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 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 at 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.

10. ALLONGE TO THIS NOTE

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower 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 part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Other

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:

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("V.A.") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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

Shana Browning (Seal)
SHANA BROWNING - Borrower

James Browning (Seal)
JAMES BROWNING - Borrower

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE

ISLAND MORTGAGE INVESTMENTS
BY: *Kathleen A. Petersen*
KATHLEEN A. PETERSEN
ASSISTANT SECRETARY

[Sign Original Only]

10/22/01 10:56 FAX 18330548748

ROHSIDE LENDING 004

LEGAL DESCRIPTION

ALL those certain two lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, more known as Lots Numbers two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forrest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots of said J.D. Spangle on the North and South. **RESERVING** all the coal and other minerals underlying said Lots Numbers two and four, AND it is distinctly understood and is part of this instrument that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any intoxicating liquors or beer.

ALSO, that certain lot or piece of land situate in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Forrest Street; thence Northward by line of Forrest Street fifty (50) feet to alley; thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley; thence Southward by line of said alley fifty (50) feet; thence Westward by line of lot of W.A. Wolfe (now Price) one hundred fifty (150) feet to post and place of beginning. Known as Lot No. 6 in the J.D. Spangle plot of lots in Coalport Borough.

BEING identified by Clearfield County Assessment Map No. 005-H17-420-27.

Station View - 10/19/2001 10:51:40 AM

CLEARFIELD COUNTY

Lot 18-22500/234 - Page 8

Exhibit "B"

COMPANY NAME: HOMESIDE LENDING, INC.

Document
for service
to the
court
Dated
August 8, 2002

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 8, 2002

By Tracy Johnson

Title Tracy Johnson Vice President

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12925

HOMESIDE LENDING, INC.

02-1244-CD

VS.

BROWNING, JAMES a/k/a JAMES C. BROWNING al

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 3, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND"
AS TO JAMES BROWNING a/k/a JAMES C. BROWNING and SHANA BROWNING a/k/a
SHANA L. BROWNING, DEFENDANTS. MOVED TO WEST VIRGINIA, NO FORWARDING
ADDRESS. HOUSE IS VACANT.

Return Costs

Cost	Description
42.57	SHFF. HAWKINS PAID BY; ATTY.
30.00	SURCHARGE PAID BY; ATTY.

FILED

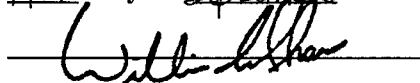
SEP 04 2002

019:171
William A. Shaw
Prothonotary



Sworn to Before Me This

4th 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

HOMESIDE LENDING, INC.

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

AUG 12 2002

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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By: _____

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

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MAY 25, 2000

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1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 33,558.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is ISLAND MORTGAGE NETWORK INC..

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 8.500 %.

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, 2000. 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, 2030, 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

520 BROADHOLLOW ROAD, MELVILLE, NEW YORK 11747

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. \$ 258.03

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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 limits; 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 my 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 % 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) Notices 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.

Exhibit "A"

(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 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 at 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.

10. ALLONGE TO THIS NOTE

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower 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 part of this Note. (Check applicable box)


☐ Graduated Payment Allonge ☐ Other

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:

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("V.A.") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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

 (Seal)
SHANA BROWNING - Borrower

 (Seal)
JAMES BROWNING - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE


BY KATHLEEN A. PETERSEN
ASSISTANT SECRETARY

(Sign Original Only)

10/22/01 10:56 FAX 18386348748

ROHSIDE LENDING 004

LEGAL DESCRIPTION

ALL those certain lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, same known as Lots Numbers two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots of said J.D. Spangle on the North and South. **RESERVING** all the coal and other minerals underlying said Lots Numbers two and four; **AND** it is distinctly understood and is part of the indenture that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any intoxicating liquors or beer.

ALSO, that certain lot or piece of land situate in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Forest Street, thence Northward by line of Forest Street fifty (50) feet to alley, thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley, thence southward by line of said alley fifty (50) feet, thence Westward by line of lot of W.A. Wolfe (now Fries) one hundred fifty (150) feet to post and place of beginning. Known as Lot No. 6 in the J.D. Spangle plat of lots in Coalport Borough.

BEING identified by Clearfield County Assessment Map No. 005-417-420-27.

Search View: 10/19/2001 10:51:45 AM

CLEARFIELD COUNTY

Unit: 2200000000 - Page 1

Exhibit "B"

COMPANY NAME: HOMESIDE LENDING, INC.

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 8, 2002

By Tracy Johnson

Title Tracy Johnson Vice President

HOMESIDE LENDING, INC.

Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1244-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 of 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 12 2002

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

HOMESIDE LENDING, INC.,
Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING A/K/A
SHANA L. BROWNING,
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

HOMESIDE LENDING, INC.,
Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING A/K/A
SHANA L. BROWNING,
Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, HOMESIDE LENDING, INC., is a Corporation, with an address of 8120 NATIONS WAY, BUILDING 100, JACKSONVILLE, FLORIDA 32256.
2. Defendant, JAMES BROWNING A/K/A JAMES C. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARYLAND 21144. Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARYLAND 21144.
3. On or about, May 25, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$33,558.00 payable to ISLAND MORTGAGE NETWORK, INC., 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 Instrument No. 200007264 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to HOMESIDE LENDING, INC. and recorded in the aforesaid County in Instrument No. 200117403. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 1225 FORREST STREET, COALPORT, PENNSYLVANIA 16627 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 March 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$33,107.85
Interest at \$7.71 per day From 02/01/2002 To 09/01/2002 (based on contract rate of 8.500%)	\$1,865.81
Accumulated Late Charges	\$71.08
Late Charges \$14.10 From 03/01/2002 to 09/01/2002	\$112.79
Escrow Balance	\$440.55
Attorney's Fee at 5% of Principal Balance	\$1,655.39
TOTAL	<hr/> \$37,253.47

**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. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice.

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. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 8.500% (\$7.71 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)

Certified True Copy
Of Original

LOAN NO. 162-2008

CASE NO. 11-11-6-0255504

NOTE

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

MAY 25, 2000

JOHNSTOWN (City)

PE (State)

1225 FOREST STREET
COALPORT, PA 16627
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 33,558.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is ISLAND MORTGAGE NETWORK INC.,

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 8.500 %.

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 15th day of each month beginning on JULY 1, 2000. 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, 2030, 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

520 BROADHOLLOW ROAD, MELVILLE, NEW YORK 11747

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. \$ 258.03

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I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

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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.

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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 % 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.

Exhibit "A"

(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 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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Regulations (38 C.F.R. Part 36) issued under the Department of Veteran's Affairs ("V.A.") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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

 (Seal)
SHANA BROWNING - Borrower

 (Seal)
JAMES BROWNING - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE

BY 
KATHLEEN A. PETERSEN
ASSISTANT SECRETARY

[Sign Original Only]

10/22/01 10:46 FAX 10560948740

- SONSIDE LENDING 0004

LEGAL DESCRIPTION

ALL those certain two lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, since known as Lots Numbers two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forrest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots of said J.D. Spangle on the North and South. **RESERVING** all the coal and other minerals underlying said Lots Numbers two and four; AND it is distinctly understood and is part of this indenture that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any intoxicating liquors or beer.

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BEGINNING at a post on Forrest Street; thence Northward by line of Forrest Street fifty (50) feet to alley; thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley; thence southward by line of said Lloyd Alley fifty (50) feet; thence Westward by line of lot of W.A. Wolff (now Price) one hundred fifty (150) feet to post and place of beginning. Known as Lot No. 6 in the J.D. Spangle plot of lots in Coalport Borough.

BEING identified by Clearfield County Assessment Map No. 005-4117-420-27.

Subnet View - 10/19/2001 10:21:40 AM

CLEARFIELD COUNTY

Im16 225507284 Page 7

Exhibit "B"

COMPANY NAME: HOMESIDE LENDING, INC.

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 8, 2002

By



Title Tracy Johnson Vice President

HOMESIDE LENDING, INC.

Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1244-00

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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

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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 12 2002

Attest.

William A. H.
Prothonotary/
Clerk of Courts

HOMESIDE LENDING, INC.,
Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING A/K/A
SHANA L. BROWNING,
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

HOMESIDE LENDING, INC.,
Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING A/K/A
SHANA L. BROWNING,
Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, HOMESIDE LENDING, INC., is a Corporation, with an address of 8120 NATIONS WAY, BUILDING 100, JACKSONVILLE, FLORIDA 32256.
2. Defendant, JAMES BROWNING A/K/A JAMES C. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARYLAND 21144. Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARYLAND 21144.
3. On or about, May 25, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$33,558.00 payable to ISLAND MORTGAGE NETWORK, INC., 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 Instrument No. 200007264 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to HOMESIDE LENDING, INC. and recorded in the aforesaid County in Instrument No. 200117403. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 1225 FORREST STREET, COALPORT, PENNSYLVANIA 16627 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 March 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$33,107.85
Interest at \$7.71 per day From 02/01/2002 To 09/01/2002 (based on contract rate of 8.500%)	\$1,865.81
Accumulated Late Charges	\$71.08
Late Charges \$14.10 From 03/01/2002 to 09/01/2002	\$112.79
Escrow Balance	\$440.55
Attorney's Fee at 5% of Principal Balance	\$1,655.39
TOTAL	<hr/> \$37,253.47

**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. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice.

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. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 8.500% (\$7.71 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)

Certified True Copy
Of Original

LOAN NO. 162-2008

CASE NO. 11-11-6-0255504

NOTE

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

MAY 25, 2000

JOHNSTOWN (City)

FE (State)

1225 FOREST STREET
COALPORT, PA 16627
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 33,558.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is ISLAND MORTGAGE NETWORK INC..

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 8.500 %.

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, 2000. 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, 2030, 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 520 BROADHOLLOW ROAD, MELVILLE, NEW YORK 11747 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. \$ 258.03

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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 % 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.

Exhibit "A"

(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 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 at 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.

10. ALLONGE TO THIS NOTE

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower 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 part of this Note. (Check applicable box)


☐ Graduated Payment Allonge ☐ Other


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. This 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:

Regulations (38 C.F.R. Part 36) issued under the Department of Veteran's Affairs ("V.A.") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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

 (Seal)
SHANA BROWNING - Borrower

 (Seal)
JAMES BROWNING - Borrower

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE

ISLAND MORTGAGE INVESTMENT
BY  KATHLEEN A. PETERSEN
ASSISTANT SECRETARY

(Sign Original Only)

10/12/01 10:56 FAX 18580541748

HOUSE LENDING 0004

LEGAL DESCRIPTION

ALL those certain two lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, same known as Lots Numbers two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots of said J.D. Spangle on the North and South. **RESERVING** all the coal and other minerals underlying said Lots Numbers two and four; AND it is distinctly understood and is part of this instrument that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any intoxicating liquors or beer.

ALSO, that certain lot or place of land situate in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Forest Street; thence Northward by line of Forest Street fifty (50) feet to alley; thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley; thence southward by line of said alley fifty (50) feet; thence Westward by line of lot of W.A. Wolfe (now Price) one hundred fifty (150) feet to post and place of beginning. Known as Lot No. 6 in the J.D. Spangle plat of lots in Coalport Borough.

BEING identified by Clearfield County Assessment Map No. 003-117-420-27.

System View - 10/12/2001 10:51:45 AM

CLEARFIELD COUNTY

10/12/2001/10:51:45 AM

Exhibit "B"

COMPANY NAME: HOMESIDE LENDING, INC.

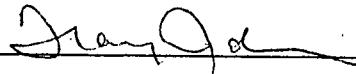
VERIFICATION

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 8, 2002

By



Title Tracy Johnson Vice President

COPY

HOMESIDE LENDING, INC.

Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1244-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 of 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

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and attested copy of the original
statement filed in this case.

AUG 12 2002

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

HOMESIDE LENDING, INC.,
Plaintiff

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JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING A/K/A
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Defendants

: IN THE COURT OF COMMON PLEAS
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COLLECTION PRACTICES ACT, 15 U.S.C. 1601

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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, HOMESIDE LENDING, INC., is a Corporation, with an address of 8120 NATIONS WAY, BUILDING 100, JACKSONVILLE, FLORIDA 32256.
2. Defendant, JAMES BROWNING A/K/A JAMES C. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARYLAND 21144. Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING, is an adult individual, whose last known address is 1723 OLD CALVERT COURT SEVERN, MARYLAND 21144.
3. On or about, May 25, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$33,558.00 payable to ISLAND MORTGAGE NETWORK, INC., 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 Instrument No. 200007264 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to HOMESIDE LENDING, INC. and recorded in the aforesaid County in Instrument No. 200117403. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 1225 FORREST STREET, COALPORT, PENNSYLVANIA 16627 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 March 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$33,107.85
Interest at \$7.71 per day From 02/01/2002 To 09/01/2002 (based on contract rate of 8.500%)	\$1,865.81
Accumulated Late Charges	\$71.08
Late Charges \$14.10 From 03/01/2002 to 09/01/2002	\$112.79
Escrow Balance	\$440.55
Attorney's Fee at 5% of Principal Balance	\$1,655.39
TOTAL	<hr/> \$37,253.47

**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. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice.

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. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 8.500% (\$7.71 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)

Certified True Copy
Of Original

LOAN NO. 162-2008

CASE NO. 11-11-6-0255504

NOTE

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

MAY 25, 2000

JOHNSTOWN (City)

PE (State)

1225 FOREST STREET
COALPORT, PA 16627
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 33,558.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is ISLAND MORTGAGE NETWORK INC.,

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 8.500 %.

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, 2000

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, 2030 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

520 BROADBOLLOW ROAD, MELVILLE, NEW YORK 11747

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. \$ 258.03

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

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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.

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(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 % 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.

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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

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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 at 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.

10. ALLONGE TO THIS NOTE

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower 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 part of this Note. [Check applicable box]


☐ Graduated Payment Allonge ☐ Other


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:

Regulations (38 C.F.R. Part 36) issued under the Department of Veteran's Affairs ("V.A.") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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

 (Seal)
SHANA BROWNING - Borrower

 (Seal)
JAMES BROWNING - Borrower

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE

ISLAND MORTGAGE INVESTMENT
BY: 
KATHLEEN A. PETERSEN
ASSISTANT SECRETARY

[Sign Original Only]

10/22/01 10:56 FAX 88586348748

- HOMEIDE LENDING 2004

LEGAL DESCRIPTION

ALL those certain two lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, more known as Lots Numbers two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forrest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots of said J.D. Spangle on the North and South. **RESERVING** all the coal and other minerals underlying said Lots Numbers two and four; AND it is distinctly understood and is part of this instrument that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any brandishing liquors or beer.

ALSO, that certain lot or piece of land situate in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Forrest Street, thence Northward by line of Forrest Street fifty (50) feet to alley; thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley; thence southward by line of said Alley fifty (50) feet; thence Westward by line of lot of W.A. Wolfe (now Price) one hundred fifty (150) feet to post and place of beginning. Known as Lot No. 6 in the J.D. Spangle plat of lots in Coalport Borough.

BEING identified by Clearfield County Assessment Map No. 005-417-420-27.

Printed: 10/22/01 10:56 AM

CLEARFIELD COUNTY

File# 220007284 Page 5

Exhibit "B"

COMPANY NAME: HOMESIDE LENDING, INC.

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 8, 2002

By Tracy Johnson

Title Tracy Johnson Vice President

HOMESIDE LENDING, INC.

Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A
SHANA L. BROWNING

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2002-01244-CD

RETURN OF SERVICE

TO THE PROTHONOTARY:

Kindly file the Out of State Service Return on the above captioned matter.

DATE: October 28, 2002

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller

1719 North Front Street

Harrisburg, Pa. 17102

Attorney for Plaintiff

Attorney ID# 15700

FILED

OCT 30 2002

**William A. Shaw
Prothonotary**

The MCS Group, Inc.
Priority+ Legal Services, Inc. / Legal Legs, LTD.
One North Charles Street, Suite 301, Baltimore, MD 21201
(410) 752-7500 Fax (410) 823-3299

Affidavit - Return of Private Process

Court Of Common Pleas Clearfield County

Case # 2002-01244-CD

Case Homestead Lending, Inc.

vs.

James Browning A/K/A James C. Browning And Shana Browning A/K/A Shana L. Browning

The undersigned certifies to be a competent person over 18 years old and is not a party to the aforesaid action.

That on 10/16/02 at 12:46:00 PM at 1500 Riggleman Dr, Apt. C Timberville, VA 22853

James Browning was served with:

Accepted by:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Writ of Summons | <input type="checkbox"/> Confessed Judgement |
| <input checked="" type="checkbox"/> Complaint | <input type="checkbox"/> Show Cause Order |
| <input type="checkbox"/> Injunctio | <input type="checkbox"/> Replevin |
| <input type="checkbox"/> Interrogatories | <input type="checkbox"/> Writ of Garnishment on Property |
| <input type="checkbox"/> Subpoena | <input type="checkbox"/> Writ of Garnishment on Wages |
| <input type="checkbox"/> Notice to Take Deposition | <input type="checkbox"/> Civil Non-Domestic Case Information Report |
| <input type="checkbox"/> Order to Appear for Oral Exam | <input type="checkbox"/> Civil Domestic Case Information Report |
| <input checked="" type="checkbox"/> Supporting Documents | <input type="checkbox"/> Request for Production of Documents |

Other:

Additional Information:


Race:	Height	Hair:	Age:
Sex	Weight:	Other:	

The undersigned further solemnly declares and affirms under the penalty of perjury that the matter and facts set forth herein are true and correct to the best of my knowledge, information and belief.

Date: 10/24/02


Private Process Server

Sworn and Subscribed to before me this 24 **day of** Oct. **in the year** 2002


MICHAEL F. STERN
NOTARY PUBLIC STATE OF MARYLAND, BALTIMORE CO
My Commission Expires February 19, 2003

The MCS Group, Inc.
Priority+ Legal Services, Inc. / Legal Legs, LTD.
One North Charles Street, Suite 301, Baltimore, MD 21201
(410) 752-7500 Fax (410) 823-3299

Affidavit of Non-Service

Court Of Common Pleas Clearfield County

Case # 2002-01244-CD

Case Homeside Lending, Inc.

vs.

James Browning A/K/A James C. Browning And Shana Browning A/K/A Shana L. Browning

The undersigned hereby certifies to be a competent person over 18 years old and is not a party to the aforesaid action.

I attempted to serve Shana L. Browning

at 1400 Riggelman Drive, Apt. B Timberville, VA 22853 with:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Writ of Summons | <input type="checkbox"/> Confessed Judgement |
| <input checked="" type="checkbox"/> Complaint | <input type="checkbox"/> Show Cause Order |
| <input type="checkbox"/> Amended Complaint | <input type="checkbox"/> Replevin |
| <input type="checkbox"/> Interrogatories | <input type="checkbox"/> Writ of Garnishment on Property |
| <input type="checkbox"/> Subpoena | <input type="checkbox"/> Writ of Garnishment on Wages |
| <input type="checkbox"/> Notice to Take Deposition | <input type="checkbox"/> Civil Non-Domestic Case Information Report |
| <input type="checkbox"/> Order to Appear for Oral Exam | <input type="checkbox"/> Civil Domestic Case Information Report |
| <input checked="" type="checkbox"/> Supporting Documents | <input type="checkbox"/> Request for Production of Documents |

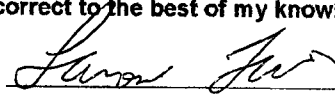
Other:

I was unable to serve Shana L. Browning because:

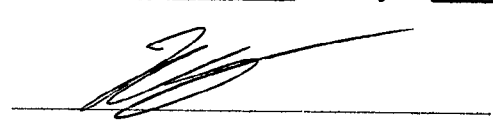
The provided address was incorrect. The co-defendants separated & moved out. There was no forwarding address for the subject.

The undersigned further solemnly declares and affirms under the penalty of perjury that the matter and facts set forth herein are true and correct to the best of my knowledge, information and belief.

Date: 10/24/02


Private Process Server

Sworn and Subscribed to before me this 24 day of Oct., in the year 2002


MICHAEL F. STERN
NOTARY PUBLIC STATE OF MARYLAND, BALTIMORE CO
My Commission Expires February 19, 2003

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Case No. 02-10000

Filed: 10/30/2002

U.S. District Court for the District of Columbia

1000 10th Street, N.W.

Washington, D.C. 20004

Case No. 02-10000

Page 1 of 1

U.S. District Court for the District of Columbia

1000 10th Street, N.W.

Washington, D.C. 20004

U.S. District Court for the District of Columbia

1000 10th Street, N.W.

Washington, D.C. 20004

U.S. District Court for the District of Columbia

1000 10th Street, N.W.

Washington, D.C. 20004

U.S. District Court for the District of Columbia

1000 10th Street, N.W.

William A. Shaw
Prothonotary

OCT 30 2002

FILED

cc
1/21

HOMESIDE LENDING, INC.,

Plaintiff

Vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING,

Defendants

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

:
: CIVIL ACTION LAW
: NO. 2002-01244-CD

:
: IN MORTGAGE FORECLOSURE

FILED

NOV 12 2002

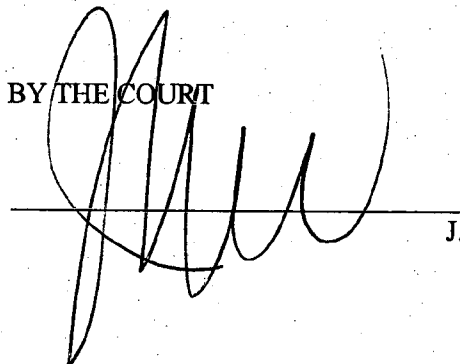
William A. Shaw
Prothonotary

ORDER FOR SERVICE

AND NOW, to wit, this 12th day of November, 2002, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING by posting a copy of the original Complaint on the most public part of the property located at 1225 FORREST STREET, COALPORT, PENNSYLVANIA 16627 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendant SHANA BROWNING A/K/A SHANA L. BROWNING at his last known address located at HC 74, BOX 1126A, SUGAR GROVE, WV 26815 and 1400 RIGGLEMAN DRIVE, APT. B, TIMBERVILLE, VA 22853-9790; AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT



J.

FILED
2/11/07
NOV 12 2007
Att'y Haller

William A. Shaw
Prothonotary

HOMESIDE LENDING, INC.

Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2002-01244-CD

FILED

NOV 08 2002

MOTION FOR SERVICE OF PROCESS
IN REAL PROPERTY ACTION
IN ACCORDANCE WITH RULES 410 & 430
OF PENNSYLVANIA RULES OF CIVIL PROCEDURE

William A. Shaw
Prothonotary

Plaintiff, HOMESIDE LENDING, INC. through its counsel, Leon P. Haller, Esquire, hereby respectfully submits:

1. Plaintiff has brought a mortgage foreclosure action whereupon it seeks to foreclose against certain property owned by the Defendants located at 1225 FORREST STREET, COALPORT, PENNSYLVANIA 16627.
2. Defendant, JAMES BROWNING A/K/A JAMES C. BROWNING was served with the Complaint, on October 16, 2002. The Sheriff's office has been unable to serve Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING with a copy of the Complaint at the property or at any address found through the skip trace investigation.
3. The following addresses have been attempted with the following results:

1225 FORREST STREET, COALPORT, PA 16627: Defendants moved to West Virginia,
house vacant

1500 RIGGLEMAN DRIVE, APT. C, TIMBERVILLE, VA 22853: James Browning
personally served, however, Defendants are divorced. James Browning cannot accept service for Shana Browning

4. Plaintiff has conducted an investigation, in order to determine the whereabouts of Defendant as set forth on the attached Affidavit.

5. Notwithstanding the investigation as set forth in the within Affidavit, Plaintiff has been unable to serve said Defendant.

6. Plaintiff requests an Order directing service by posting a copy of the original Complaint on the most public part of the property and sending copies of the Complaint by ordinary and registered/certified mail to the Defendant's last known address.

Plaintiff avers that the method of service sought here is the most likely method to achieve the notice requirements of due process, while at the same time permitting the Plaintiff to proceed with its in rem action.

WHEREFORE, Plaintiff requests that your Honorable Court direct service as above requested.

PURCELL, KRUG & HALLER

BY 

Leon P. Haller
PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, Pa. 17102
(717) 234-4178
Attorney for Plaintiff

HOMESIDE LENDING, INC.,
Plaintiff

Vs.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING A/K/A
SHANA L. BROWNING,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION LAW
: NO. 2002-01244-CD
:
:
: IN MORTGAGE FORECLOSURE

AFFIDAVIT OF REASONABLE INVESTIGATION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DAUPHIN : ss:

Leon P. Haller, being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff in the above action in mortgage foreclosure, that he has personal knowledge concerning the facts set forth in the attached Motion for Service of Process Pursuant to Rule 430, that he has authority from the Plaintiff to make this affidavit, and that the facts set forth in the affidavit are true and correct to the best of his knowledge, information, and belief, to wit:

That he has attempted to confirm the whereabouts of the Defendant SHANA BROWNING A/K/A SHANA L. BROWNING in the above case, by conducting a reasonable search, which search included one or more of the following as indicated by a checkmark:

 x That he has contacted the U.S. Postal Service to obtain the last known mailing address or any forwarding address.

 x That he has attempted to locate the persons of similar name to Defendant, however he has not been able to locate any.

 x That he contacted Directory Assistance for any new listing for Defendant, however, there are no new listings.

 x That he contacted TRANS UNION Credit Bureau, a national credit service, with respect to the location of the Defendant. The Defendant was not found at the addresses provided.

 x That he has conducted a search of the Pennsylvania Department of Transportation's records with respect to the location of the Defendant.

 x That a search through the Internet has not produced any new addresses.

Leon P. Haller further deposes and says that after attempting to locate the Defendant by conducting a reasonable search as indicated above; he has been unable to confirm the Defendant's whereabouts and location.

PURCELL, KRUG & HALLER

BY: 

Leon P. Haller

1719 North Front Street

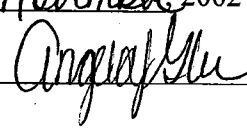
Harrisburg, PA 17102

(717) 234-4178

Attorney for Plaintiff

Attorney ID# 15700

Sworn to and subscribed
Before me on this 7 day
Of November, 2002

 (Notary)

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12925

HOMESIDE LENDING, INC.

VS.

BROWNING, JAMES a/k/a JAMES C. BROWNING al

COPY

02-1244-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 3, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND"
AS TO JAMES BROWNING a/k/a JAMES C. BROWING and SHANA BROWNING a/k/a
SHANA L. BROWNING, DEFENDANTS. MOVED TO WEST VIRGINIA, NO FORWARDING
ADDRESS. HOUSE IS VACANT.

Return Costs

Cost	Description
42.57	SHFF. HAWKINS PAID BY; ATTY.
30.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

____ Day Of _____ 2002

So Answers,



Chester A. Hawkins
Sheriff



Free 7-Day trial of leading acid reflux medication! Do you suffer from frequent & persistent heartburn 2+ days per week? **Click Here** for more information and a **FREE 7-Day trial**.

**find person
or business**

**find area
code**

find zip code

find email

find web site

Search Services

find a person
find a business
find an area code
find a zip code
find an email
find a web site
find a date **NEW!**

Advanced Searches

find by phone number
find by address

Other

make a map
int'l directories
toll free numbers



Find Person: SHANA BROWNING

No Luck? Try Public Records!

Find old high school friends.

Sorry, no listings were found. You may try leaving the city or zip blank You may also try your search at USSEARCH.com.

Public Records Search [Click Here!](#)

Find a Person

First Name

SHANA Is exactly ☐

Last Name

BROWNING Is exactly ☐

City or Zip

SEVERN

State or Province

Maryland

[search hints](#)

Look Up by Phone Number

Look Up by Address

Find a Business

Business Type

e.g., coffee (View List)

And/or Name

e.g., Starbucks

City

State

Maryland

[Search Here: Find Old Friends at Classmates.com!](#)

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[help](#) | [corporate info](#) | [power your site](#) | [privacy policy](#)

September 6, 2002

PURCELL KRUG & HALLER
1719 N. FRONT STREET
HARRISBURG, PA 17102-2392

Postmaster
SUGAR GROVE, WV 26815
City, State, Zip Code

**Request for Change of Address or Boxholder
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address of a boxholder for the following

JAMES C. BROWNING & SHANA BROWNING
Address: HC 74 P.O. BOX 1126A, SUGAR GROVE, WV 26815

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.5(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

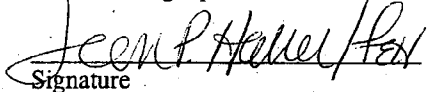
1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or party except a corporation acting pro se must cite statute): NOT APPLICABLE
3. The names of all known parties to the litigation: JAMES C. BROWNING & SHANA L. BROWNING, Defendants

HOMESIDE LENDING, INC., Plaintiff
4. The court in which the case has been or will be heard. CLEARFIELD
5. The docket or other identifying number if one has been issued: None as of above date
6. The capacity in which this individual is to be served (e.g. defendant or witness)
DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I Certify that the above information is true and that the address information is needed and will be used solely for Service of legal process in connection with actual or prospective litigation.


Signature

Address:
1719 N. Front Street
Harrisburg, PA 17102

Leon P. Haller, Esquire
Printed Name

POST OFFICE USE ONLY

BOXHOLDER'S POSTMARK

- ☐ Not known at address given.
☐ Moved. Left no forwarding address.
☐ No such address

☐ No Change of address order on file. NEW ADDRESS or

NAME and STREET ADDRESS

* Please Provide
Physical Address

1400 Rigglemaw Dr. Apt B
Timberville, VA. 22853-9790

TRANS UNION REPORT - TRACE

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 10/23/02		
		Reported
Name	BROWNING, SHANA L	
SSN	521-55-2663	
Address	41, HC 70 POB 41, SUGAR GROVE, WV, 26815	2/1/01
Address	441, POB 441, COALPORT, PA, 16627	6/1/00
Address	1225, FOREST, ST, COALPORT, PA, 16627	

POSSIBLE ADDITIONAL CONSUMER FILE(S) TO FOLLOW

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 10/23/02		
		Reported
Name	BROWNING, SHANA L	
SSN	521-55-2663	
Address	1126, HC 74 POB 1126, SUGAR GROVE, WV, 26815	1/1/00
Address	74, HC 74 POB 1126A, SUGAR GROVE, WV, 26815	
Address	68, POB 68, BRANDYWINE, WV, 26802	

POSSIBLE ADDITIONAL CONSUMER FILE(S) TO FOLLOW

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 10/23/02		
		Reported
Name	BROWNING, SHANA L	
SSN	521-55-2663	
Address	952, POB 921, SABANA SECA, PR, 00952	12/1/96
Address	952, POB 1, SABANA SECA, PR, 00952	10/1/96

POSSIBLE ADDITIONAL CONSUMER FILE(S) TO FOLLOW

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 10/23/02		
		Reported
Name	PEDDLE, SHANA L	
SSN	521-55-2663	
Address	952, 363 A REAMY ST, SABANA SECA, PR, 00952	11/1/96
Address	952, POB 921 NSGA, SABANA SECA, PR, 00952	4/1/96
Address	952, POB 921 NSGA, SABANA SECA, PR, 00952	

Served By:
 CREDIT PLUS SOLUTIONS GROUP
 P.O. BOX 67533
 Chester, PA. 19022

Westlaw Attached Printing Summary Report**for****DUNN, SHARON 3942411 Wednesday, October 23, 2002 07:57:10 Central**

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Request Created Date/Time:	Wednesday, October 23, 2002 07:57:00 Central
Client Identifier:	1003061925
DataBase:	PEOPLE-FIND
Query Text:	SSN(521-55-2663)
Print Command:	Current document,Complete result
Lines:	23
Lines Charged:	23
Documents:	1
Documents Charged:	0
Images:	0
Images Charged:	0

Copr. © West 2002 No Claim to Orig. U.S. Govt. Works

Information Current Through:09/30/2002

Database Last Updated:10/10/2002

Updated Frequency:Monthly

Current Date:10/23/2002

Source: Trans Union

Individual Information

Name: BROWNING, SHANA L

SSN: 521-55-XXXX

On File Since: 11/01/1996

Phone: 784-5273

Current Address Information

Current Address: ? POB 921

SABANA SECA, PR 00952

Address Last Reported: 12/01/1996

Previous or Additional Address Information

Previous Address: ? POB 1

SABANA SECA, PR 00952

Address Last Reported: 10/01/1996

END OF DOCUMENT

Westlaw Attached Printing Summary Report**for****DUNN, SHARON 3942411 Wednesday, October 23, 2002 07:57:39 Central**

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Request Created Date/Time:	Wednesday, October 23, 2002 07:57:00 Central
Client Identifier:	1003061925
DataBase:	PEOPLE-FIND
Query Text:	SSN(521-55-2663)
Print Command:	Current document,Complete result
Lines:	34
Lines Charged:	34
Documents:	1
Documents Charged:	0
Images:	0
Images Charged:	0

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Information Current Through:09/30/2002

Database Last Updated:10/10/2002

Updated Frequency:Monthly

Current Date:10/23/2002

Source: Trans Union

Individual Information

Name: BROWNING, SHANA L

Also Known As: PEDDLE, SHANA

SSN: 521-55-XXXX

Estimated Date of Birth: 09/1944

On File Since: 02/01/1994

Phone: 672-4246

Current Address Information

Current Address: 41 HC 70 POB 41

SUGAR GROVE, WV 26815

Address Last Reported: 02/01/2001

Previous or Additional Address Information

Previous Address: 9 HC 09 POB 68

BRANDYWINE, WV 26802

Address Last Reported: 07/18/2001

Previous Address: 74 HC 74 POB 1126A

SUGAR GROVE, WV 26815

Address Last Reported: 11/13/2000

Previous Address: 1225 FOREST ST

COALPORT, PA 16627

Address Last Reported: 11/13/2000

Previous Address: ? POB 441

COALPORT, PA 16627

Address Last Reported: 06/01/2000

END OF DOCUMENT

Westlaw Attached Printing Summary Report

for

DUNN, SHARON 3942411 Wednesday, October 23, 2002 07:58:03 Central

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Request Created Date/Time:	Wednesday, October 23, 2002 07:58:00 Central
Client Identifier:	1003061925
DataBase:	PEOPLE-FIND
Query Text:	SSN(521-55-2663)
Print Command:	Current document,Complete result
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Lines Charged:	26
Documents:	1
Documents Charged:	0
Images:	0
Images Charged:	0

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Information Current Through:09/30/2002

Database Last Updated:10/10/2002

Updated Frequency:Monthly

Current Date:10/23/2002

Source: Trans Union

Individual Information

Name: BROWNING, SHANA L

SSN: 521-55-XXXX

On File Since: 06/01/2000

Phone: 249-7096

Current Address Information

Current Address: 1126 HC 74 POB 1126

SUGAR GROVE, WV 26815

Address Last Reported: 01/01/2000

Previous or Additional Address Information

Previous Address: ? POB 68

BRANDYWINE, WV 26802

Address Last Reported: 11/13/2000

Previous Address: 74 HC 74 POB 1126A

SUGAR GROVE, WV 26815

Address Last Reported: 11/13/2000

END OF DOCUMENT

Westlaw Attached Printing Summary Report

for

DUNN, SHARON 3942411 Wednesday, October 23, 2002 07:58:30 Central

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Request Created Date/Time:	Wednesday, October 23, 2002 07:58:00 Central
Client Identifier:	1003061925
DataBase:	PEOPLE-FIND
Query Text:	SSN(521-55-2663)
Print Command:	Current document,Complete result
Lines:	26
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Documents:	1
Documents Charged:	0
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Images Charged:	0

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Information Current Through:09/30/2002

Database Last Updated:10/10/2002

Updated Frequency:Monthly

Current Date:10/23/2002

Source: Trans Union

Individual Information

Name: PEDDLE, SHANA L

SSN: 521-55-XXXX

On File Since: 08/01/1995

Phone: 249-7096

Current Address Information

Current Address: 952 363 A REAMY ST

SABANA SECA, PR 00952

Address Last Reported: 11/01/1996

Previous or Additional Address Information

Previous Address: ? POB 921 NSGA

SABANA SECA, PR 00952

Address Last Reported: 11/13/2000

Previous Address: ? POB 921 NSGA

SABANA SECA, PR 00952

Address Last Reported: 04/01/1996

END OF DOCUMENT

Westlaw Attached Printing Summary Report

for

DUNN, SHARON 3942411 Wednesday, October 23, 2002 07:59:19 Central

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Request Created Date/Time:	Wednesday, October 23, 2002 07:59:00 Central
Client Identifier:	1003061925
DataBase:	SSN-ALERT
Query Text:	SSN(521-55-2663)
Print Command:	Current document, Complete result
Lines:	10
Lines Charged:	10
Documents:	1
Documents Charged:	0
Images:	0
Images Charged:	0

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SOCIAL SECURITY NUMBER RECORD**Name:** Browning Shana L**Address:** Hc 74

Sugar Grove, WV 26815-9710

Alert Note: SSN MATCH*Old Address*

[MSN Home](#) | [My MSN](#) | [Hotmail](#) | [Search](#) | [Shopping](#) | [Money](#) | [People & Chat](#)

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Protected by One or More of the Following Patents: U.S. Patent No. 6,016,504. Other Patents Pending.



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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
10/24/02

LEON P HALLER
1719 N FRONT STREET
HARRISBURG PA 17102-0000

022971797000025 004

Dear Customer:

The Bureau of Motor Vehicles has received your request for information. We are not able to provide this information because the record you requested, as indicated below, does not exist in our files.

NAME : :BROWNING,SHANA

If you have any questions concerning this information, please contact Vehicle Record Services at the address or telephone number listed below.

Sincerely,

Customer Service Team
Bureau of Motor Vehicles

ADDRESS CORRESPONDENCE TO:
Department of Transportation
Vehicle Record Services
PO Box 68691
Harrisburg, PA 17106-8691

INFORMATION: (7:00 AM TO 9:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-391-6190
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-391-6191
www.dot.state.pa.us

AD FILED *rec*
NOV 11:26:54
NOV 08 2002
Ang Haller

William A. Shaw
Prothonotary

HOMESIDE LENDING, INC.

Plaintiff

vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2002-01244-CD

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: November 14, 2002

PURCELL, KRUG, & HALLER

BY 

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

FILED

NOV 15 2002

William A. Shaw
Prothonotary

FILED

NoCC

Atty pd. 7.00

3/13:50 PM
NOV 13 2002

1 Compl. Reinstated to Shift
4 Compl. Reinstated to Atty

William A. Shaw
Prothonetary

WAS

HOMESIDE LENDING, INC.,
Plaintiff

Vs.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING
A/K/A SHANA L. BROWNING,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD CO, PENNSYLVANIA
:
:
: No.2002-01244-CD
:
:
: CIVIL ACTION - LAW -
: IN MORTGAGE FORECLOSURE

VOLUNTARY SUBSTITUTION OF MIDFIRST BANK
PURSUANT TO RULE 2352 (a)


1. MIDFIRST BANK is the last assignee of record and wishes to substitute itself for Plaintiff.
2. Material facts in which the right if succession and substitution is based are as follows:
 - (a) On May 25, 2000 said Defendants executed and delivered a Mortgage Note in the sum of \$33,558.00 payable to ISLAND MORTGAGE NETWORK, INC.
 - (b) On October 30, 2001, ISLAND MORTGAGE NETWORK, INC. assigned all it right, title and interest to HOMESIDE LENDING, INC.
 - (c) On October 31, 2002, HOMESIDE LENDING, INC. assigned all its right, title and interest to MIDFIRST BANK.
3. MIDFIRST BANK does voluntarily substitute itself as Plaintiff herein.

FILED

JAN 22 2003

William A. Shaw
Prothonetary

BY:


Leon P. Haller, Esquire
ID#15700
Attorney for Plaintiff

Date: January 21, 2003

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200217662

RECORDED ON

OCT 31, 2002
1:43:10 PM

Total Pages: 2

RECORDING FEES - \$13.00
REORDER

COUNTY IMPROVEMENT \$2.00
FUND

REORDER IMPROVEMENT \$3.00
FUND

STATE WRIT TAX \$0.50
TOTAL \$18.50

CUSTOMER
PURCELL, KRUG & HALLER

Loan No. 1926032-5

Pool No. UZ1001MF

Other Co. Loan No.

THIS DOCUMENT WAS PREPARED BY
AND WHEN RECORDED MAIL TO:

MIDFIRST BANK / MAIL PROCESSING

2730 N. PORTLAND

OKLAHOMA CITY, OK 73107

ATTN:

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned,

HOMESIDE LENDING, INC., ITS SUCCESSORS AND ASSIGNS

whose address is 7301 BAYMEADOWS WAY JACKSONVILLE, FLORIDA

(Assignor)

By these presents does convey, grant, bargain, sell, assign, transfer and set over to:

MIDFIRST BANK

whose address is 999 N.W. GRAND BOULEVARD, SUITE 100 OKLAHOMA CITY, OK 73118

(Assignee)

the described Mortgage/Deed of Trust, together with the certain note(s) described therein with all interest, all liens and any rights due or to become due thereon.

Said Mortgage/Deed of Trust is recorded in the State of PENNSYLVANIA, County of CLEARFIELD.

Official Records on: 05/25/2000 Original Loan Amount: \$33,558.00

Mortgage Date: 05/25/2000

Original Mortgagor: SHANA BROWNING, JAMES BROWNING

Trustee:

Instr #: 200007264

Doc #:

Cert #:

Book:

Page:

Legal: See Attached Legal Description

Mortgagee: ISLAND MORTGAGE NETWORK INC.

Section:

Lot:

Block:

Township/Borough: COALPORT

Group #: 0

District #: 0

Property/Tax ID # 005-H17-420-27

Address: 1225 FORREST STREET, COALPORT, PA 16627

Date: 05/31/2002

**HOMESIDE LENDING, INC., ITS SUCCESSORS
AND ASSIGNS**

Previously Assigned From: ISLAND MORTGAGE NETWORK,
INC TO HOMESIDE LENDING, INC REC 10/30/2001 INSTR
200117403

Janet E. Koenig
JANET E. KOENIG, VICE PRESIDENT

Tangerine Harrison
TANGERINE HARRISON, ASSISTANT SECRETARY



STATE OF FLORIDA, COUNTY of DUVAL

The foregoing instrument was acknowledged before me this 31st day of May, 2002 by JANET E. KOENIG, VICE PRESIDENT and TANGERINE HARRISON, ASSISTANT SECRETARY of HOMESIDE LENDING, INC., ITS SUCCESSORS AND ASSIGNS, 7301 BAYMEADOWS WAY, JACKSONVILLE, FLORIDA, A FLORIDA Corporation, on behalf of the corporation.

He/She is personally known to me and did take an oath.

Gail L. Brooks

GAIL L. BROOKS, Notary Public

State of FLORIDA at Large, My Commission Expires:

I Certify the precise residence of the Assignee to

be:

BY:

P. O. BOX 2026 4318 MILLER RD.

FLINT, MI 48501-2026

BY:

Jeannette Garcia



Gail L. Brooks
MY COMMISSION # CC787220 EXPIRES
November 1, 2012
BROOKS REAL ESTATE INSURANCE, INC.

Loan Number: 19260325

Legal Description:

ALL THOSE CERTAIN TWO LOTS OF LAND, SITUATE IN THE BOROUGH OF COALPORT, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, SAME KNOWN AS LOTS NUMBERS TWO AND FOUR IN THE J.D. SPANGLE ADDITION TO THE SAID BOROUGH OF COALPORT, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

FRONTING ON FORREST STREET ON HUNDRED (100) FEET AND RUNNING BACK ONE HUNDRED FIFTY (150) FEET TO LLOYD ALLEY AND ADJOINING LOTS OF SAID J.D. SPANGLE ON THE NORTH AND SOUTH.

RESERVING ALL THE COAL AND OTHER MINERALS UNDERLYING SAID LOTS NUMBERS TWO AND FOUR; AND IT IS DISTINCTLY UNDERSTOOD AND IS PART OF THIS INDENTURE THAT ALL PERSONS LIVING ON SAID LOTS NUMBERS TWO AND FOUR ARE HEREBY RESTRICTED FROM SELLING OR HAVING SOLD ON SAID LOTS ANY INTOXICATING LIQUORS OR BEER.

ALSO, THAT CERTAIN LOT OR PIECE OR LAND SITUATE IN THE BOROUGH OF COALPORT, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON FOREST STREET; THENCE NORTHWARD BY LINE OF FOREST STREET FIFTY (50) FEET TO ALLEY; THENCE EASTWARD BY LINE OF ALLEY ONE HUNDRED FIFTY (150) FEET TO LLOYD ALLEY; THENCE SOUTHWARD BY A LINE OF SAID ALLEY FIFTY (50) FEET; THENCE WESTWARD BY LINE OF LOT OF W.A. WOLFE (NOW PRICE) ONE HUNDRED FIFTY (150) FEET TO POST AND PLACE OF BEGINNING. KNOWN AS LOT NO. 6 IN THE J.D. SPANGLE PLOT OF LOTS IN COALPORT BOROUGH.

MIDFIRST BANK,
PLAINTIFF

VS.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2002-01244-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on January 7, 2003 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 23 2003

William A. Shaw
Prothonotary

HOMESIDE LENDING, INC.,
Plaintiff

VS.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING
A/K/A SHANA L. BROWNING
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: NO. 2002-01244-CD
:
:
: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE
:
:

DATE OF THIS NOTICE: **January 7, 2003**

TO:

JAMES BROWNING A/K/A JAMES C. BROWNING
1500 RIGGLEMAN DRIVE, APT. C
TIMBERVILLE, VA 22853

SHANA BROWNING A/K/A SHANA L. BROWNING
1400 RIGGLEMAN DRIVE, APT. B
TIMBERVILLE, VA 22853

SHANA BROWNING A/K/A SHANA L. BROWNING
HC74, BOX 1126A
SUGAR GROVE, WV 26815

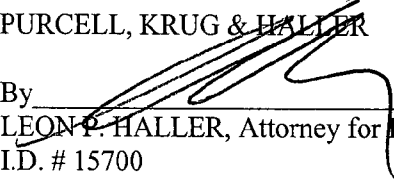
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

CLEARFIELD COUNTY 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 E. HALLER, Attorney for Plaintiff
I.D. # 15700
1719 N. Front St., Harrisburg, PA 17102
(717) 234-4178

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12925

HOMESIDE LENDING, INC.

02-1244-CD

VS.

BROWNING, JAMES a/k/a JAMES C. BROWNING al

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 20, 2002 AT 5:38 PM EST POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF SHANA BROWNING A/K/A SHANA L. BROWNING, DEFENDANT AT 1225 FORREST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: MCCLEARY/NEVLING.

Return Costs

Cost	Description
27.20	SHFF. HAWKINS PAID BY; ATTY.
10.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

23 Day of January 2003
William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Harmon
Chester A. Hawkins
Sheriff

FILED

MA JAN 23 2003

William A. Shaw
Prothonotary

MIDFIRST BANK,

PLAINTIFF

VS.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2002-01244-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) **JAMES BROWNING A/K/A JAMES C. BROWNING AND SHANA BROWNING A/K/A SHANA L. BROWNING** 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	\$33,107.85
Interest	\$1,865.81
Per diem of \$7.71	
From 02/01/2002	
To 09/01/2002	
Accumulated Late Charges	\$71.08
Late Charges	\$112.79
(\$14.10 per month to	
09/01/2002)	
Escrow Deficit	\$440.55
5% Attorney's Commission	\$1,655.39
TOTAL	\$37,253.47

**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 23 2003

William A. Shaw
Prothonotary

FILED

311:03-04
JAN 23 2003

William A. Shaw
Prothonotary

Any pd.

20.00

1 cc - Notice to
each def. - 2 separate to ~~Shaw~~ at HC 74 Box
11326A

Statement to Atty
g

Sugar Grove, WV
26815

1400 Riggsman Rd
Apt. B08
Timberville, VA
22853

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Homeside Lending, Inc.
MidFirst Bank

Vs.

No. 2002-01244-CD

James C. Browning and Shana L. Browning

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$37,253.47 on the January 23, 2003.

William A. Shaw
Prothonotary

William A. Shaw

COPY

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

Homeside Lending, Inc.
MidFirst Bank
Plaintiff(s)

No.: 2002-01244-CD

Real Debt: \$37,253.47

Atty's Comm:

Vs.

Costs: \$

Int. From:

James C. Browning
Shana L. Browning
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 23, 2003

Expires: January 23, 2008

Certified from the record this 23rd 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

MIDFIRST BANK,
PLAINTIFF

VS.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2002-01244-CD

IN MORTGAGE FORECLOSURE

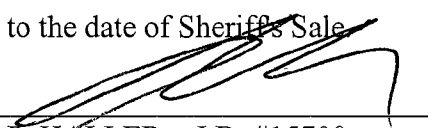
PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **1225 FORREST STREET COALPORT, PENNSYLVANIA 16627** as follows:

Unpaid Principal Balance	\$33,107.85
Interest	\$3,500.33
Per diem of \$7.71	
To 4/1/03	
Late Charges	\$366.48
(\$14.10 per month to 4/1/03)	
Escrow Deficit	\$1,625.34
5% Attorney's Commission	\$1,655.39
TOTAL WRIT	\$40,255.39

**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 21, 2003

Attached is a description of the real estate.

FILED

JAN 23 2003

William A. Shaw
Prothonotary

ALL THOSE CERTAIN two lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, same known as Lots Numbered two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forrest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots now or formerly of said J.D. Spangle on the North and South.

RESERVING all the coal and other minerals underlying said Lots Numbers two and four; AND it is distinctly understood and is part of this indenture that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any intoxicating liquors or beer.

ALSO, that certain lot or piece of land situate in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Forrest Street; thence Northward by line of Forrest Street fifty (50) feet to alley; thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley; thence Southward by line of said alley fifty (50) feet; thence Westward by line of lot of W.A. Wolfe (now or formerly Price) one hundred fifty (150) feet to post and place of BEGINNING. Known as Lot No. 6 in the J.D. Spangle plot of lots in Coalport Borough.

HAVING THEREON ERECTED A DWELLING KNOWN AS 1225 Forrest Street, Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Diana Caresani, Patricia Diane Skebeck and Franklin V. Skebeck, by Deed dated May 13, 2000 and recorded May 25, 2000 as Clearfield County Instrument Number 200007263, granted and conveyed unto James C. Browning and Shana L. Browning.

Assessment # 5-H17-420-27

FILED

Atty pd.
2000
JAN 23 2003

William A. Shaw
Prothonotary

1 cc of contents of attached
property disc.

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

Homeside Lending, Inc.
MidFirst Bank, substitute plaintiff

Vs.

NO.: 2002-01244-CD

James Browning a/k/a James C. Browning and
Shana Browning a/k/a Shana L. Browning

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HOMESIDE LENDING, INC. and MIDFIRST BANK, Plaintiff(s) from JAMES BROWNING a/k/a JAMES C. BROWNING and SHANA BROWNING a/k/a SHANA L. BROWNING, 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: \$40,255.39
INTEREST per diem of \$7.71 to
4/1/03: \$3,500.33
PROTH. COSTS: \$
LATE CHARGES (\$14.10 per month to
4 /1/03): \$366.48
DATE: 01/23/2003

PAID: \$127.00
SHERIFF: \$
UNPAID PRINCIPAL BALANCE: \$33,107.85
OTHER COSTS: \$
ESCROW DEFICIT: \$1,625.34
5 % ATTY'S COMMISSION: \$1,655.39

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 North Front St.
Harrisburg, PA 17102

Sheriff

HOMESIDE LENDING, INC.
Plaintiff

Vs.

JAMES BROWNING A/K/A JAMES C.
BROWNING AND SHANA BROWNING A/K/A
SHANA L. BROWNING
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2002-01244-CD

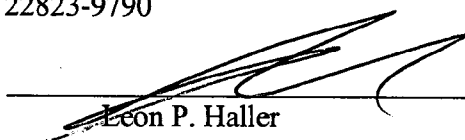
CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

AFFIDAVIT OF SERVICE

I, Leon P. Haller, hereby certify that a true and correct copy of the Complaint in the above captioned action was forward to the following individuals by regular U. S. Mail, first class service, postage prepaid, and by certified mail, return receipt requested, postage prepaid, on November 19, 2002, addressed as follows:

SHANA BROWNING A/K/A
SHANA L. BROWNING
HC 74, BOX 1126A
SUGAR GROVE, WV 26815

SHANA BROWNING A/K/A
SHANA L. BROWNING
1400 RIGGLEMAN DRIVE, APT. B
TIMBERVILLE, VA 22823-9790


Leon P. Haller

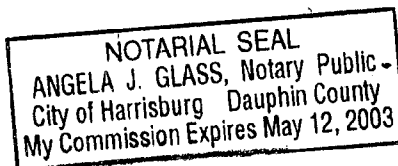
SWORN to and subscribed

this 19 day of November,

2002. Angela Glass
Notary Public

My commission expires:

(SEAL)



FILED

JAN 23 2003

William A. Shaw
Prothonotary

MIDFIRST BANK,
PLAINTIFF

VS.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2002-01244-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 3-10-03, 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:

JAMES BROWNING A/K/A
JAMES C. BROWNING
1500 RIGGLEMAN DRIVE, APT. C
TIMBERVILLE, VA 22853

JAMES BROWNING
206 HOLLY HILL STREET
APT. B
BROADWAY, VA 22815

SHANA BROWNING A/K/A
SHANA L. BROWNING
1400 RIGGLEMAN ROAD, APT. B
TIMBERVILLE, VA 22853

SHANA BROWNING A/K/A
SHANA L. BROWNING
HC 74, BOX 11226A
SUGAR GROVE, WV 26815

Tenant/Occupant
1225 Forrest Street
Coalport, PA 16627

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

FILED

JUL 02 2003

William A. Shaw
Prothonotary

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

LAW OFFICES

Purcell, Krug & Haller

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

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

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

JAMES BROWNING A/K/A
JAMES C. BROWNING
1500 RIGGLEMAN DRIVE, APT. C
TIMBERVILLE, VA 22853

JAMES BROWNING
206 HOLLY HILL STREET
APT. B
BROADWAY, VA 22815

SHANA BROWNING A/K/A
SHANA L. BROWNING
1400 RIGGLEMAN ROAD, APT. B
TIMBERVILLE, VA 22853

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SUGAR GROVE, WV 26815

Tenant/Occupant
1225 Forrest Street
Coalport, PA 16627

DOMESTIC RELATIONS
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

MIDFIRST BANK,
PLAINTIFF

VS.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2002-01244-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: **MAY 2, 2003**

TIME: **10:00 a.m.**

LOCATION: Clearfield County Courthouse
2nd 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:

**1225 FORREST STREET
COALPORT, PENNSYLVANIA 16627**

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

No. 2002-01244-CD

JUDGMENT AMOUNT \$33,107.85

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

JAMES C. BROWNING AND SHANA L. BROWNING

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**

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BEING THE SAME PREMISES WHICH Diana Caresani, Patricia Diane Skebeck and Franklin V. Skebeck, by Deed dated May 13, 2000 and recorded May 25, 2000 as Clearfield County Instrument Number 200007263, granted and conveyed unto James C. Browning and Shana L. Browning.

Assessment # 5-H17-420-27

Office Of The Sheriff

County of Rockingham - City of Harrisonburg
25 South Liberty Street
Harrisonburg, Virginia 22801
(540) 564-3800 Fax # (540) 564-3865



Donald W. Farley

20030415-036 Sheriff

RECEIVED

MAY 21 2003

Rockingham Co. Sheriffs Office

PERSONAL SERVICE AFFIDAVIT:

COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM

I, J.M. Suters, BEING DULY SWORN, ON MY OATH HEREBY
DECLARE THAT ON THE 23 DAY OF May 2003, AT
9:10 P M., DID SERVE THE DEFENDANT, James C. Browning
A COPY OF THE FOLLOWING PROCESS
Notice of Sheriff's Sale

BY DELIVERING TO HIM/HER IN PERSON, AND THAT I AM NOT A PARTY TO
OR IN ANY MANNER INTERESTED IN THE OUTCOME OF THIS CASE.

Jm Suters
DEPUTY SHERIFF
ROCKINGHAM COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF
May, 2003, BY _____

Mary D. Garrett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-31-05

2. Article Number



7160 3901 9844 2484 4512

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☒ Yes ☐ No

1. Article Addressed to:

SHANA BROWNING A/K/A
SHANA L. BROWNING
1400 RIGGLEMAN ROAD, APT. B
TIMBERVILLE, VA 22853

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

Shana Browning 3-28-03

C. Signature

x Shana Browning

☐ Agent

☐ Addressee

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

☒ Yes

☐ No

206 HOLY HILL #B
Broadway VA 22815

Domestic Return Receipt

7160 3901 9844 2484 4512

TO: SHANA BROWNING A/K/A
SHANA L. BROWNING
1400 RIGGLEMAN ROAD, APT. B
TIMBERVILLE, VA 22853

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

POSTMARK OR DATE



MIDLAND MORTGAGE COMPANY v BROWNING
Clearfield County Sale

5/2/03 7/11/03

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:

JAMES BROWNING A/K/A
JAMES C. BROWNING
1500 RIGGLEMAN DRIVE, APT. C
TIMBERVILLE, VA 22853

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:

SHANA BROWNING A/K/A
SHANA L. BROWNING
1400 RIGGLEMAN ROAD, APT. B
TIMBERVILLE, VA 22853

Postmark:

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

Received from:

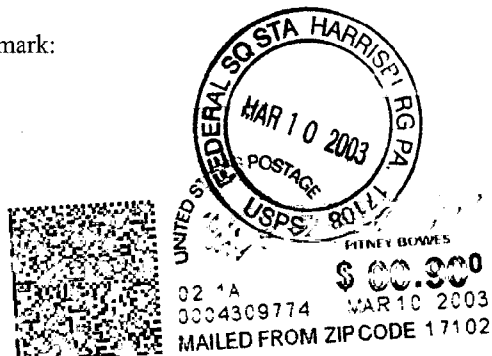
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

SHANA BROWNING A/K/A
SHANA L. BROWNING
HC 74, BOX 11226A
SUGAR GROVE, WV 26815

Postmark:



MIDLAND MORTGAGE COMPANY vBROWNING
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:

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

Postmark:

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

Received from:

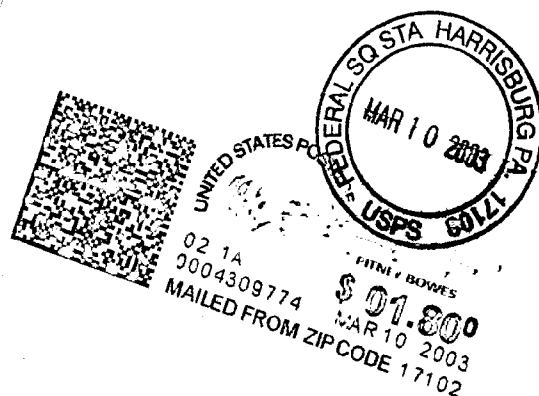
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Tenant/Occupant
1225 Forrest Street
Coalport, PA 16627

Postmark:



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13688

HOMESIDE LENDING, INC. AND MIDFIRST BANK, SUBSTITUTE PLAINTIFF 02-1244-CD

VS.

BROWNING, JAMES A/K/A JAMES C. BROWNING

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 10, 2003 @ 12:31 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF MAY 2, 2003 WAS SET.

NOW, MARCH 11, 2003 SERVED SHANA L. BROWNING, DEFENDANT, BY REGUAR AND CERTIFIED MAIL TO HC 74, BOX 11226A, SUGAR GROVE, WV, 26815, BOTH REGULAR AND CERTIFIED WERE RETURNED UNCLAIMED ON MARCH 24, 2003. CERTIFIED #70011940000194059314 ALSO ON MARCH 11, 2003 MAILED BY REGULAR AND CERTIFIED MAIL TO SHANA L. BROWNING, DEFENDANT TO 1400 RIGGLEMAN DRIVE, APT B, TIMBERVILLE, VA 22853 IT WAS FORWARDED TO 206 HOLY HILL #B, BROADWAY, VA 22815 BY THE POST OFFICE IT WAS SIGNED FOR BY SHANA BROWNING ON MARCH 28, 2003 CET#70011940000194061829

NOW, MARCH 11, 2003 SERVED JAMES C. BROWNING , DEFENDANT, BY BOTH REGULAR AND CERTIFIED MAIL TO 1500 RIGGLEMAN DRIVE, APT. C, TIMBERVILLE, VA 22853, THE CERTIFIED WAS FORWARDED TO 206 HOLLY HILL #B, BROADWAY, VA 22815 BY THE POST OFFICE. CERTIFIED WAS SIGNED FOR BY SHANA BROWNING ON MARCH 28, 2003. CERTIFIED #70011940000194061812

NOW, APRIL 14, 2003 RECEIVED A FAX FROM PLAINTIFF ATTORNEY TO CONTINUE THE SHERIFF SALE TO JULY 11, 2003.

NOW, JUNE 4, 2003 MAILED BY REGULAR AND CERTIFIED MAIL TO JAMES BROWNING , DEFENDANT, AT 206 HOLLY HILL STREET APT B, BROADWAY, VA 22815, CERTIFIED WAS RETURNED UNCLAIMED ON JUNE 26, 2003. CERTIFIED #70022030000068730934

FILED
01/10:29:01
SEP 03 2003

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13688

HOMESIDE LENDING, INC. AND MIDFIRST BANK, SUBSTITUTE PLAINTIFF 02-1244-CD

VS.

BROWNING, JAMES A/K/A JAMES C. BROWNING

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 23, 2003 @ 9:10 P.M. J. M. SUTERS OF THE SHERIFF'S DEPARTMENT
OF ROCKINGHAM COUNTY VIRGINIA PERSONALLY SERVED JAMES C. BROWNING,
DEFENDANT THE NOTICE OF SALE FOR THE ATTORNEY.

NOW, JULY 11, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.
THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$13,500.00 + COSTS

NOW, AUGUST 26, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER 3, 2003 RETURN WRIT AS A SALE BEING HELD ON THE
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PRUCHASED BY THE
PLAINTIFF FOR \$13,500.00 + COSTS.

NOW, SEPTEMBER 3, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$511.34
SURCHARGE \$40.00
PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

13688

HOMESIDE LENDING, INC. AND MIDFIRST BANK, SUBSTITUTE PLAINTIFF 02-1244-CD

VS.

BROWNING, JAMES A/K/A JAMES C. BROWNING

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

3rd Day Of September 2003

William L. Hawkins

So Answers,

Chester A. Hawkins
Dy. Cynthia Butler-Aughenbaugh

Chester A. Hawkins

Sheriff

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

Homeside Lending, Inc.
MidFirst Bank, substitute plaintiff

Vs.

NO.: 2002-01244-CD

James Browning a/k/a James C. Browning and
Shana Browning a/k/a Shana L. Browning

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HOMESIDE LENDING, INC. and MIDFIRST BANK, Plaintiff(s) from JAMES BROWNING a/k/a JAMES C. BROWNING and SHANA BROWNING a/k/a SHANA L. BROWNING, 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: \$40,255.39
INTEREST per diem of \$7.71 to
4/1/03: \$3,500.33
PROTH. COSTS: \$
LATE CHARGES (\$14.10 per month to
4/1/03): \$366.48
DATE: 01/23/2003

PAID: \$127.00
SHERIFF: \$
UNPAID PRINCIPAL BALANCE: \$33,107.85
OTHER COSTS: \$
ESCROW DEFICIT: \$1,625.34
5 % ATTY'S COMMISSION: \$1,655.39



William A. Shaw
Prothonotary/Clerk Civil Division

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

Chester A. Hawkins
Sheriff

Requesting Party: Leon P. Haller
1719 North Front St.
Harrisburg, PA 17102

Received 1-23-03 @ 2:45 P.M.
Chester A. Hawkins
By Cynthia Butler-Aughenbaugh

ALL THOSE CERTAIN two lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, same known as Lots Numbered two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forrest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots now or formerly of said J.D. Spangle on the North and South.

RESERVING all the coal and other minerals underlying said Lots Numbers two and four; AND it is distinctly understood and is part of this indenture that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any intoxicating liquors or beer.

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BEGINNING at a post on Forrest Street; thence Northward by line of Forrest Street fifty (50) feet to alley; thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley; thence Southward by line of said alley fifty (50) feet; thence Westward by line of lot of W.A. Wolfe (now or formerly Price) one hundred fifty (150) feet to post and place of BEGINNING. Known as Lot No. 6 in the J.D. Spangle plot of lots in Coalport Borough.

HAVING THEREON ERECTED A DWELLING KNOWN AS 1225 Forrest Street, Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Diana Caresani, Patricia Diane Skebeck and Franklin V. Skebeck, by Deed dated May 13, 2000 and recorded May 25, 2000 as Clearfield County Instrument Number 200007263, granted and conveyed unto James C. Browning and Shana L. Browning.

Assessment # 5-H17-420-27

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME BROWNING NO. 02-1244-CD

NOW, July 11, 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 11TH day of JULY 2003, I exposed the within described real estate of JAMES BROWNING A/K/A JAMES C. BROWNING AND SHANA BROWNING A/K/A SHANA L. BROWNING to public venue or outcry at which time and place I sold the same to HOMESIDE LENDING, INC., MIDFIRST BANK, SUBSTITUTE PLAINTIFF he/she being the highest bidder, for the sum of \$13,500.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	20.16
POSTING	15.00
CSDS	10.00
COMMISSION 2%	270.00
POSTAGE	26.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	13,500.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 511.34

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	30.00

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	33,107.85
INTEREST TO 4/01/03	3,500.33
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	366.48
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	1,655.39
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,625.34
TOTAL DEBT & INTEREST	40,255.39

COSTS:

ADVERTISING	370.44
TAXES - collector	NONE
TAXES - tax claim	TO 10/03
DUE	368.45
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.00
SHERIFF COSTS	511.34
LEGAL JOURNAL AD	198.00
PROTHONOTARY	127.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS 1,750.23

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

CHESTER A. HAWKINS, Sheriff

LAW
PURCELL, KRUG & HALLER

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 233-1149
E-MAIL: MTG@PKH.COM

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
VALERIE A. GUNN
JILL M. WINEKA
BRIAN J. TYLER
NICHOLE M. STALEY

JOSEPH NISSLEY (1910-1962)
ANTHONY DISANTO
OF COUNSEL

HERSHEY
1099 GOVERNOR ROAD
(717) 533-3836

April 14, 2003

TO: Peggy
CLEARFIELD COUNTY SHERIFF'S

FROM: Barb Villarrial

FAX: 814-765-5915

HOMESIDE LENDING VS. BROWNING

2002 01244 CD

PLEASE CONTINUE THE SHERIFF SALE SCHEDULED 05/02/03 TO 07/11/03

Thank you

Barb

COPY

HOMESIDE LENDING, INC.,
Plaintiff

Vs.

JAMES BROWNING A/K/A JAMES C. BROWNING
AND SHANA BROWNING A/K/A SHANA L.
BROWNING,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: NO. 2002-01244-CD
:
: IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE

AND NOW, to wit, this 12th day of November, 2002, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendant, SHANA BROWNING A/K/A SHANA L. BROWNING by posting a copy of the original Complaint on the most public part of the property located at 1225 FORREST STREET, COALPORT, PENNSYLVANIA 16627 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendant SHANA BROWNING A/K/A SHANA L. BROWNING at his last known address located at HC 74, BOX 1126A, SUGAR GROVE, WV 26815 and 1400 RIGGLEMAN DRIVE, APT. B, TIMBERVILLE, VA 22853-9790; AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

I hereby certify this to be a true
and attested copy of the original
statement before me.

BY THE COURT

/s/ JOHN K. REILLY, JR.

Attest.
J.

11/12/02

County/Clerk of Courts

Office Of The Sheriff

County of Rockingham - City of Harrisonburg
25 South Liberty Street
Harrisonburg, Virginia 22801
(540) 564-3800 Fax # (540) 564-3865



Donald W. Farley

20030415-036 Sheriff

RECEIVED

MAY 21 2003

Rockingham Co. Sheriffs Office

PERSONAL SERVICE AFFIDAVIT:

COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM

I, J.M. Suters, BEING DULY SWORN, ON MY OATH HEREBY
DECLARE THAT ON THE 23 DAY OF May 2003, AT
9:10 P M., DID SERVE THE DEFENDANT, James C. Browning
A COPY OF THE FOLLOWING PROCESS
Notice of Sheriff's Sale

BY DELIVERING TO HIM/HER IN PERSON, AND THAT I AM NOT A PARTY TO
OR IN ANY MANNER INTERESTED IN THE OUTCOME OF THIS CASE.

Jm Suters
DEPUTY SHERIFF
ROCKINGHAM COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF
May 2003 BY _____

Mary D. Garrett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-31-05

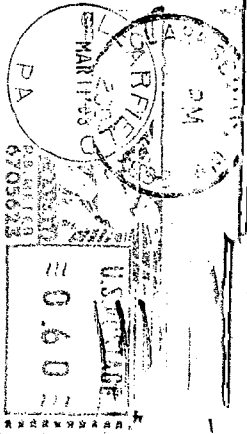


CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Received
3-17-03

SHANA L. BROWNING
HC 74, BOX 11226A

#174 qcb



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

RTS
RETURN TO SENDER

16830/2430

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

James C. Browning
~~1500 Riggelman Drive, Apt C~~
~~Timberville, VA 22853~~

2. Article Number
(Transfer from service label)

7001 1940 0001 9406 1812

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Shana Browning☐ Agent☐ Addressee

B. Received by (Printed Name)

Shana Browning

C. Date of Delivery

3-28-03D. Is delivery address different from item 1? ☒ YesIf YES, enter delivery address below: ☐ No

206 Holly Hill #B
Broadway VA 22815

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

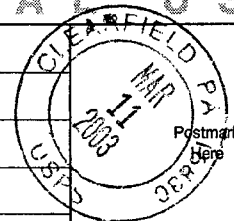
OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 4.65

Sent To

James C. Browning

Street, Apt. No.,

or PO Box No.

1500 Riggelman Drive, Apt C

City, State, ZIP+ 4

Timberville, VA 22853

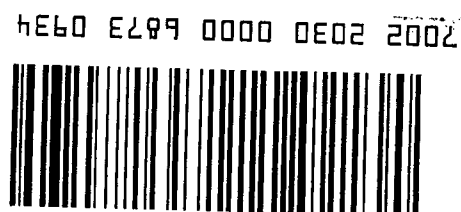
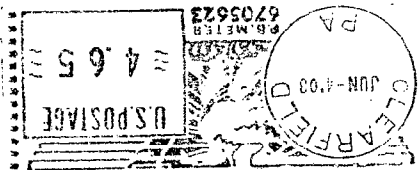
PS Form 3800, January 2001

See Reverse for Instructions

Received 6-26-03
6-17-03
6-17-03

JAMES BROWNING
206 HOLLY HILL STREET, APT. B
BROADWAY, VA 22815

RETURNED TO SENDER
MOVED, LEFT NO ADDRESS
NOT DELIVERABLE AS ADDRESSEE
ATTEMPTED TO FORWARD
UNCLAIMED - NOT KNOWN
NO SUCH STREET NUMBER
DO NOT REMAIN IN THIS ENVIRONMENT
INSUFFICIENT ADDRESS
MAIL REQUESTED
BOX CLOSED NO ORDER



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

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035

2. Article Number (Transfer from service label)
7002 1940 0001 9406 1829

3. Service Type
☒ Certified Mail
☐ Express Mail
☐ Registered
☐ Insured Mail
☐ C.O.D.
4. Restricted Delivery? (Extra Fee)
☐ Yes

A. Signature
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below:
206 Holly Hill # B
Broadway VA 22815

1. Article Addressed to:
Shana L. Browning
1400 Rigglesman Road, Apt B
Timberville, VA 22853

SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY

Official Use
Service™
D MAIL™ RECEIPT
Only: No Insurance Coverage Provided
nation visit our website at www.usps.com®
USPS
CLEARFIELD PA 16830
Postmark
Hole - 4 2003
\$ 4.65
\$.60
Browning, James
Holly Hill Street, Apt B
Broadway, VA 22815
See Reverse for Instructions

RTS
RETURN TO SENDER

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

SHANA L. BROWNING
HC 74 BOX 11226A

RETURN RECEIPT
REQUESTED



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

7001 1940 0001 9405 9314



CERTIFIED MAIL

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

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

OFFICIAL USE

7001 1940 0001 9405 9314

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

\$4.65
 CLEARFIELD PA
 MAR 11 2003
 Postmark Here

Sent To
 Shana L. Browning
 Street, Apt. No.;
 or PO Box No. HC 74, Box 11226A
 City, State, ZIP+4 Sugar Grove, WV 26815
 PS Form 3800, January 2001 See Reverse for Instructions

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maureen Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103 AFFIDAVIT No. 36810
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
CLEARFIELD CO SHERIFF

Instrument Number - 200315855

Recorded On 9/3/2003 At 10:25:59 AM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 96494

* Grantor - CLEARFIELD CO SHERIFF

* Grantee - THE SECRETARY OF VETERANS AFFAIRS OF WASHINGTON D C

* Customer - CLEARFIELD CO SHERIFF

*** FEES**

RECORDING FEES -	\$15.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$30.50

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Know all Men by these Presents,

That I, **Chester A. Hawkins**, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$13,500.00 plus costs

, to me in hand, do hereby grant and convey to
THE SECRETARY OF VETERANS AFFAIRS OF WASHINGTON, D.C., HIS SUCCESSORS AND/OR
ASSIGNS

the following described property, to wit:

ALL THOSE CERTAIN two lots of land, situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, same known as Lots Numbered two and four in the J.D. Spangle Addition to the said Borough of Coalport, bounded and described as follows, to wit:

FRONTING on Forrest Street one hundred (100) feet and running back one hundred fifty (150) feet to Lloyd Alley and adjoining Lots now or formerly of said J.D. Spangle on the North and South.

RESERVING all the coal and other minerals underlying said Lots Numbers two and four; AND it is distinctly understood and is part of this indenture that all persons living on said Lots Numbers two and four are hereby restricted from selling or having sold on said Lots any intoxicating liquors or beer.

ALSO, that certain lot or piece of land situate in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on Forrest Street; thence Northward by line of Forrest Street fifty (50) feet to alley; thence Eastward by line of alley one hundred fifty (150) feet to Lloyd Alley; thence Southward by line of said alley fifty (50) feet; thence Westward by line of lot of W.A. Wolfe (now or formerly Price) one hundred fifty (150) feet to post and place of BEGINNING. Known as Lot No. 6 in the J.D. Spangle plot of lots in Coalport Borough.

HAVING THEREON ERECTED A DWELLING KNOWN AS 1225 Forrest Street, Coalport, Pennsylvania.

BEING THE SAME PREMISES WHICH Diana Caresani, Patricia Diane Skebeck and Franklin V. Skebeck, by Deed dated May 13, 2000 and recorded May 25, 2000 as Clearfield County Instrument Number 200007263, granted and conveyed unto James C. Browning and Shana L. Browning.

Assessment # 5-H17-420-27

SEIZED, taken in execution and sold as the property of JAMES BROWNING A/K/A JAMES C. BROWNING AND SHANA BROWNING A/K/A SHANA L. BROWNING, at the suit of HOMESIDE LENDING, INC. MIDFIRST BANK, substitute plaintiff. JUDGMENT NO. 02-1244-CD.

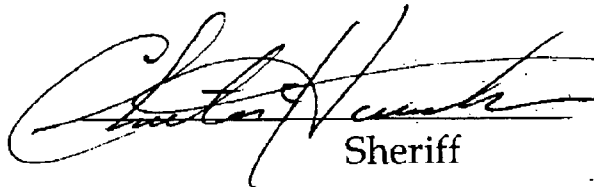
Now, SEPTEMBER 2, 2003 the same having been sold by me to the said grantee on the 11TH day of JULY Anno Domini two thousand three after due advertisement according to law, under and by virtue of writ of execution issued on the 23RD day of JANUARY Anno Domini Two thousand and three out of the Court of Common Pleas of said County of Clearfield as of case number 02-1244-CD at the suit of

HOMESIDE LENDING, INC. MIDFIRST BANK, SUBSTITUTE PLAINTIFF

against

JAMES BROWNING A/K/A JAMES C. BROWNING AND SHANA
BROWNING A/K/A SHANA L. BROWNING

IN WITNESS WHEREOF, I have hereunto affixed my signature this 2ND
day of SEPTEMBER Anno Domini Two thousand and three.

 SEAL
Sheriff

State of Pennsylvania
County of Clearfield

On 2ND day of SEPTEMBER, 2003, before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity thereinstated and for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

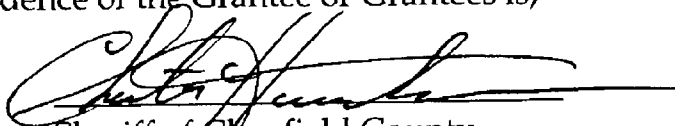


Prothonotary, Title of Officer

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

CERTIFICATE OF RESIDENCE

"I hereby Certify that the precise Residence of the Grantee or Grantees is,



Sheriff of Clearfield County

THE SECRETARY OF VETERANS AFFAIRS OF WASHINGTON, D.C.,
HIS SUCCESSORS AND/OR ASSIGNS
1000 LIBERTY STREET
PITTSBURGH, PA 15222

Deed - Poll.

No.

Chester A. Hawkins
High Sheriff of Clearfield County

TO

THE SECRETARY OF VETERANS AFFAIRS OF WASHINGTON, D.C.,

HIS SUCCESSORS AND/OR ASSIGNS

1000 LIBERTY STREET

PITTSBURGH, PA 15222

SHERIFF DEED

Dated SEPTEMBER 2, 2003

For \$13,500.00 + COSTS

Sold as the property of

JAMES BROWNING A/K/A JAMES C. BROWNING AND SHANA BROWNING
A/K/A SHANA L. BROWNING

Sold on 02-1244-CD