

02-1627-CD
MIDFIRST BANK vs. DEBORAH L. DUFFALO, et al.

MIDFIRST BANK

Plaintiff

vs.

DEBORAH L. DUFFALO AND
DANIEL P. DUFFALO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1627-CD

**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.

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DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
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FILED

OCT 18 2002

William A. Shaw
Prothonotary

MIDFIRST BANK,

Plaintiff

vs.

DEBORAH L. DUFFALO AND

DANIEL P. DUFFALO,

Defendants

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

DEBORAH L. DUFFALO AND
DANIEL P. DUFFALO,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MIDFIRST BANK, is an Oklahoma Corporation, with an address of 999 N.W. GRAND BOULEVARD, SUITE 100 OKLAHOMA CITY, OKLAHOMA 73118.
2. Defendant, DEBORAH L. DUFFALO, is an adult individual, whose last known address is 1821 WHITES FERRY PLACE, CRAFTON, MARYLAND 21114. Defendant, DANIEL P. DUFFALO, is an adult individual, whose last known address is 730 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 28, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$81,442.00 payable to CENDANT MORTGAGE CORPORATION, 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. 200014489 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MIDFIRST BANK and recorded in the aforesaid County in Instrument No. 200204629. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: SECTION 16, LOT 559 DUBOIS, PENNSYLVANIA 15801 A/K/A 1655 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on January 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$80,700.22
Interest at \$18.52 per day From 12/01/2001 To 11/01/2002 (based on contract rate of 8.375%)	\$6,756.15
Accumulated Late Charges	\$0.00
Late Charges at \$44.49 From 01/01/2002 to 11/01/2002	\$444.90
Escrow Balance	\$1,383.76
Attorney's Fee at 5% of Principal Balance	\$4,035.01
TOTAL	<hr/> \$93,320.04

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

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 8.375% (\$18.52 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)

Multistate

NOTE

FHA Case No.

442-21541.22-703

September 28th, 2000

[Date]

SECTION 16 LOT 559 DU BOIS, PA 15801

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Eighty-One Thousand Four Hundred Forty-Two Dollars and Zero Cents

Dollars (U.S. \$ 81,442.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Eight and Three Eighths percent (8.375 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on November 1st, 2000. Any principal and interest remaining on the first day of October 2030, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 3000 Leadenhall Road, Mount Laurel, NJ 08054

by notice to Borrower.

or at such place as Lender may designate in writing

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 619.02. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by 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 a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

Exhibit "A"

Original

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.00 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

<u>Deborah L. Duffalo</u> (Seal) Deborah Duffalo L. -Borrower	<u>Daniel P. Duffalo</u> (Seal) Daniel Duffalo P. -Borrower
_____ PAY TO THE ORDER OF -Borrower	_____ (Seal) -Borrower
_____ WITHOUT RECOURSE -Borrower	_____ (Seal) -Borrower
<u>[Signature]</u> (Seal) J. J. Iannone Assistant Vice President Centent Mortgage Corporation DBA PHH Mortgage Services, LLC -Borrower	_____ (Seal) -Borrower
_____ -Borrower	_____ (Seal) -Borrower

EXHIBIT A

ALL that certain tract of land designated as Lot No. 559, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

Exhibit "B"

COMPANY NAME: MIDFIRST BANK

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 10/3/02

By Thad Burr

Title Thad Burr Vice President

FILED
m12:29 BT
OCT 18 2002
acc shf
acc Atty
g

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MIDFIRST BANK

Sheriff Docket # 13187

02-1627-CD

VS.

DUFFALO, DEBORAH L. & DANIEL P.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 4, 2002 AFTER DILIGENT SEARCH IN MY BAILWICK I
RETURN THE WITHN COMPLAINT IN MORTGAGE FORECLOSURE
"NOT FOUND" AS TO DANIEL P. DUFFALO, DEFENDANT. NEW ADDRESS:
1821 WHITES FERRY PLACE, CROFTON, MD. 21114.

NOW NOVEMBER 4, 2002 AFTER DILIGENT SEARCH IN MY BAILWICK I
RETURN THE WITHN COMPLAINT IN MORTGAGE FORECLOSURE
"NOT FOUND" AS TO OCCUPANT/TENANT AT SECTION 16 LOT 559,
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.

Return Costs

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

FILED

NOV 06 2002

EWS

William A. Shaw
Prothonotary

Sworn to Before Me This

6th Day Of Nov 2002

William A. Shaw

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

MIDFIRST BANK

Plaintiff

vs.

DEBORAH L. DUFFALO AND
DANIEL P. DUFFALO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

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AVISO

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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

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

OCT 13 2002

Attest.

Prothonotary
Prothonotary/
Clerk of Courts

MIDFIRST BANK,

Plaintiff

vs.

DEBORAH L. DUFFALO AND
DANIEL P. DUFFALO,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
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1719 North Front Street
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Attorney I.D.# 15700
Attorney for Plaintiff

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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MIDFIRST BANK, is an Oklahoma Corporation, with an address of 999 N.W. GRAND BOULEVARD, SUITE 100 OKLAHOMA CITY, OKLAHOMA 73118.
2. Defendant, DEBORAH L. DUFFALO, is an adult individual, whose last known address is 1821 WHITES FERRY PLACE, CRAFTON, MARYLAND 21114. Defendant, DANIEL P. DUFFALO, is an adult individual, whose last known address is 730 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 28, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$81,442.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto and marked Exhibit "A".
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5. The land subject to the Mortgage is: SECTION 16, LOT 559 DUBOIS, PENNSYLVANIA 15801 A/K/A 1655 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

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8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.375% (\$18.52 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: _____


PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Loan Number: 0013249842

MIN #:

Multistate

NOTE

FHA Case No.

442-21541.22-703

September 28th, 2000

[Date]

SECTION 16 LOT 559 DU BOIS, PA 15801

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Eighty-One Thousand Four Hundred Forty-Two Dollars and Zero Cents

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4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on November 1st, 2000. Any principal and interest remaining on the first day of October 2030, will be due on that date, which is called the "Maturity Date."

(B) Place

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by notice to Borrower.

or at such place as Lender may designate in writing

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 619.02. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

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If an allonge providing for payment adjustments is executed by 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 a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: *DPD*

dd

9/21/2000 12:34 PM

Exhibit "A"

Original

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

(B) Default

(C) Payment of Costs and Expenses

7. WAIVERS

8. GIVING OF NOTICES

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

Deborah L. Duffalo (Seal)
Deborah Duffalo
L. -Borrower

Daniel P. Duffalo (Seal)
Daniel Duffalo
P. -Borrower

_____ (Seal)
PAY TO THE ORDER OF _____
-Borrower

WITHOUT RECOURSE

J. L. Llanes (Seal)
JV Llanes
Assistant Vice President
Centent Mortgage Corporation DBA
FHA Mortgage Services, Inc.
-Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Original

EXHIBIT A

ALL that certain tract of land designated as Lot No. 559, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

Exhibit "B"

COMPANY NAME: MIDFIRST BANK

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 10/3/02

By Thad Burr

Title Thad Burr Vice President

MIDFIRST BANK

Plaintiff

vs.

DEBORAH L. DUFFALO AND
DANIEL P. DUFFALO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1627-CD

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

AVISO

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

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

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

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

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

OCT 18 2002

Attest.

William J. Shaw
Prothonotary/
Clerk of Courts

MIDFIRST BANK,

Plaintiff

vs.

DEBORAH L. DUFFALO AND
DANIEL P. DUFFALO,

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

MIDFIRST BANK,

Plaintiff

vs.

DEBORAH L. DUFFALO AND
DANIEL P. DUFFALO,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MIDFIRST BANK, is an Oklahoma Corporation, with an address of 999 N.W. GRAND BOULEVARD, SUITE 100 OKLAHOMA CITY, OKLAHOMA 73118.
2. Defendant, DEBORAH L. DUFFALO, is an adult individual, whose last known address is 1821 WHITES FERRY PLACE, CRAFTON, MARYLAND 21114. Defendant, DANIEL P. DUFFALO, is an adult individual, whose last known address is 730 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, September 28, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$81,442.00 payable to CENDANT MORTGAGE CORPORATION, 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. 200014489 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MIDFIRST BANK and recorded in the aforesaid County in Instrument No. 200204629. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: SECTION 16, LOT 559 DUBOIS, PENNSYLVANIA 15801 A/K/A 1655 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on January 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$80,700.22
Interest at \$18.52 per day From 12/01/2001 To 11/01/2002 (based on contract rate of 8.375%)	\$6,756.15
Accumulated Late Charges	\$0.00
Late Charges at \$44.49 From 01/01/2002 to 11/01/2002	\$444.90
Escrow Balance	\$1,383.76
Attorney's Fee at 5% of Principal Balance	\$4,035.01
TOTAL	<hr/> \$93,320.04

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

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 8.375% (\$18.52 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: _____


PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

Loan Number: 0013249842

MIN#:

Multistate

NOTE

FHA Case No.

442-21541.22-703

September 28th, 2000

[Date]

SECTION 16 LOT 559 DU BOIS, PA 15801

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Eighty-One Thousand Four Hundred Forty-Two Dollars and Zero Cents

Dollars (U.S. \$ 81,442.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Eight and Three Eighths percent (8.375 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on November 1st, 2000. Any principal and interest remaining on the first day of October 2030, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 3000 Leadenhall Road, Mount Laurel, NJ 08054

by notice to Borrower.

or at such place as Lender may designate in writing

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 619.02. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by 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 a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

VMP MORTGAGE FORMS - (H00)521-7291

Page 1 of 2

Initials: *DPD*

dd

9/21/2000 12:34 PM

Exhibit "A"

Original

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.00 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

<u>Deborah L. Duffalo</u> Deborah Duffalo L.	(Seal) -Borrower	<u>Daniel P. Duffalo</u> Daniel Duffalo P.	(Seal) -Borrower
<u>PAY TO THE ORDER OF</u>	(Seal) -Borrower	<u></u>	(Seal) -Borrower
<u>WITHOUT RECOURSE</u>		<u></u>	
<u>[Signature]</u> Kendall Vite President Centent Mortgage Corporation DBA PHH Mortgage Services, Inc.	(Seal) -Borrower	<u></u>	(Seal) -Borrower
<u></u>	(Seal) -Borrower	<u></u>	(Seal) -Borrower

EXHIBIT A

ALL that certain tract of land designated as Lot No. 559, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

Exhibit "B"

COMPANY NAME: MIDFIRST BANK

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 10/3/02

By Thad Burr

Title Thad Burr Vice President

MIDFIRST BANK

Plaintiff

vs.

DEBORAH L. DUFFALO
DANIEL P. DUFFALO

Defendant(s)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 02-1627-CD

RETURN OF SERVICE

TO THE PROTHONOTARY:

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

DATE: December 9, 2002

PURCELL, KRUG, & HALLER

BY 

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

FILED

DEC 11 2002

William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE

Court/Return Date:

Filed:

Index/File No.: **02-1627-CD**

STATE OF PENNSYLVANIA
COMMON PLEAS COURT : CLEARFIELD COUNTY

MIDFIRST BANK

PLAINTIFF(s)

DEBORAH L. DUFFALO and DANIEL P. DUFFALO

against

DEFENDANT(s)

County of: Anne Arundel
State of: Maryland

ss: The undersigned, being sworn, says: Deponent is not a party herein, is over 18 years of age and resides in Maryland.

On 1 December 2002 at 7:00 p. M.

at 1821 WHITES FERRY PLACE, CROFTON, MD 21114.

deponent served the within:

**SUMMONS & COMPLAINT IN MORTGAGE FORECLOSURE
WITH INDEX NUMBER AND DATE FILED**

this was clearly written/printed on the face of said legal notice.

on **DEBORAH L. DUFFALO**

☒ defendant ☐ respondent ☐ witness ☐ citee (hereinafter called the recipient)

☐ INDIVIDUAL

By delivering a true copy of each to said recipient personally, deponent knew the person so served to be the person described as said recipient therein

☐ RECORDS
CUSTODIAN

By delivering thereat a true copy of each to _____ personally.
Said individual stated she/he is authorized to accept legal process as/on behalf of the Records Custodian

☐ ENTITY

- ☐ Corporation
☐ Religious Entity
☐ Government Entity
☐ Law Office
☐ Partnership

By delivering thereat a true copy of each to _____
Said individual stated she/he is a Managing Agent, thereof, authorized to accept legal process.

☒ SUITABLE
AGE PERSON

- ☐ place of business
☒ dwelling place
☐ usual place of abode

By delivering thereat a true copy of each to: Daniel P. Duffalo
a person of suitable age and discretion

☐ AFFIXING
TO DOOR

A true copy of same was affixed to the door of said recipient's
☐ actual place of business
☐ dwelling place,
☐ usual place of abode within the state.

After deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called there

Deponent talked to _____ at said premises who stated that recipient: ☐ lived there, ☐ worked there

☐ MAILING

On _____, deponent enclosed a copy of same in a first class postpaid envelope properly addressed to recipient at recipient's last known :

☐ RESIDENCE, ☐ BUSINESS at: _____

(and) certified mail receipt #/and/or other mailing _____

The envelope bore the legend "Personal and Confidential" and did not indicate on the outside thereof, that the communication was from an attorney or concerned an action against the recipient. The envelope was placed into the exclusive care and custody of the U.S. Postal Service.

☒ DESCRIPTION

SEX: M, COLOR/SKIN: W, HAIR: black, AGE(approx): 40
HEIGHT(approx): 5'6", WEIGHT(approx): 175 lbs., OTHER: facial hair

☐ MILITARY

Upon information and belief, I aver that recipient is not in active military service of the United States or the State of Maryland in any capacity as defined by both the State and Federal statutes.

☐ FEES

witness/record fee: ☐ was paid (tendered) to the recipient, ☐ was mailed to the witness with subpoena copy.

☐ NON-SERVICE

SERVICE HAS NOT BEEN EFFECTED AFTER DUE DILIGENCE FOR THE FOLLOWING REASON:

☐ Unknown at this address

☐ Moved, left no forwarding address

☐ Party is Evading service

☐ Other: _____

Sworn to before me on

15th day of December, 2002

Notary: Linda Pavlosky

Sign Name: James J. Chartrand
Print Name: James J. Chartrand
License No.: N/A

LINDA PAVLOSKY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 29, 2005

LEGAL SUPPORT SERVICES, INC.

500 KAPPOCK STREET, RIVERDALE, NY 10463
(718) 524-9408

Client ID: Purcell/MidFirst

AFFIDAVIT OF SERVICE

Court/Return Date:

Filed:

Index/File No.: **02-1627-CD**

STATE OF: PENNSYLVANIA

COMMON PLEAS COURT : CLEARFIELD COUNTY

MIDFIRST BANK

PLAINTIFF[s]

DEBORAH L. DUFFALO and DANIEL P. DUFFALO

against

DEFENDANT[s]

County of: Anne Arundel
State of: Maryland

ss: The undersigned, being sworn, says: Deponent is not a party herein, is over 18 years of age and resides in Maryland.

On 1 December 2002 at 7:00 P.M.

at 1821 WHITES FERRY PLACE, CROFTON, MD 21114.

deponent served the within:

**SUMMONS & COMPLAINT IN MORTGAGE FORECLOSURE
WITH INDEX NUMBER AND DATE FILED**

this was clearly written/printed on the face of said legal notice.

on **DANIEL P. DUFFALO**

☒ defendant ☐ respondent ☐ witness ☐ citee (hereinafter called the recipient)

☒ INDIVIDUAL

By delivering a true copy of each to said recipient personally, deponent knew the person so served to be the person described as said recipient therein

☐ RECORDS
CUSTODIAN

By delivering thereat a true copy of each to _____ personally.
Said individual stated she/he is authorized to accept legal process as/on behalf of the Records Custodian

☐ ENTITY

- ☐ Corporation
☐ Religious Entity
☐ Government Entity
☐ Law Office
☐ Partnership

By delivering thereat a true copy of each to _____
Said individual stated she/he is a Managing Agent, thereof, authorized to accept legal process.

☐ SUITABLE
AGE PERSON

- ☐ place of business
☐ dwelling place
☐ usual place of abode

By delivering thereat a true copy of each to: _____
a person of suitable age and discretion

☐ AFFIXING
TO DOOR

A true copy of same was affixed to the door of said recipient's

- ☐ actual place of business
☐ dwelling place,
☐ usual place of abode within the state.

After deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called there

Deponent talked to _____ at said premises who stated that recipient: ☐ lived there, ☐ worked there

☐ MAILING

On _____, deponent enclosed a copy of same in a first class postpaid envelope properly addressed to recipient at recipient's last known:

☐ RESIDENCE, ☐ BUSINESS at: _____
(and) certified mail receipt #/and/or other mailing _____

The envelope bore the legend "Personal and Confidential" and did not indicate on the outside thereof, that the communication was from an attorney or concerned an action against the recipient. The envelope was placed into the exclusive care and custody of the U.S. Postal Service.

☒ DESCRIPTION

SEX: M, COLOR/SKIN: W, HAIR: black, AGE(approx): 40
HEIGHT(approx): 5'6", WEIGHT(approx): 175 lbs., OTHER: facial hair

☐ MILITARY

Upon information and belief, I aver that recipient is not in active military service of the United States or the State of Maryland in any capacity as defined by both the State and Federal statutes.

☐ FEES

witness/record fee: ☐ was paid (tendered) to the recipient, ☐ was mailed to the witness with subpoena copy.

☐ NON-SERVICE

SERVICE HAS NOT BEEN EFFECTED AFTER DUE DILIGENCE FOR THE FOLLOWING REASON:

☐ Unknown at this address

☐ Moved, left no forwarding address

☐ Party is Evading service

☐ Other: _____

Sworn to before me on

1st day of December, 2002

Notary: Linda Pavlosky

Sign Name: James J. Chartrand
Print Name: James J. Chartrand
License No.: N/A

LINDA PAVLOSKY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 29, 2005

LEGAL SUPPORT SERVICES, INC.

500 KAPOCK STREET, RIVERDALE, NY 10463
718-544-7408

Client ID: Purcell/MidFirst

FILED *NO cc*

11:44 AM

DEC 11 2002

KA

William A. Shaw
Prothonotary

MIDFIRST BANK,

PLAINTIFF

VS.

DEBORAH L. DUFFALO AND DANIEL P. DUFFALO,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1627-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) **DEBORAH L. DUFFALO AND DANIEL P. DUFFALO** 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	\$80,700.22
Interest	\$6,756.15
Per diem of \$18.52	
From 12/01/2001	
To 11/01/2002	
Accumulated Late Charges	
Late Charges	\$444.90
(\$44.49 per month to	
11/01/2002)	
Escrow Deficit	\$1,383.76
5% Attorney's Commission	\$4,035.01
TOTAL	\$93,320.04

****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 22 2003

William A. Shaw
Prothonotary

FILED
JAN 22 2003
JAN 22 2003

William A. Shaw
Prothonotary

Atty. pd.
2000
1 cc - Notice to each def.
Statement to Atty
g

MIDFIRST BANK,
PLAINTIFF

VS.

DEBORAH L. DUFFALO AND DANIEL P. DUFFALO,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1627-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on January 22, 2003 the following judgment has been entered against you in the above-captioned matter:

\$93,320.04 and for the sale and foreclosure of your property located at: **SECTION 16, LOT 559 DUBOIS, PENNSYLVANIA 15801**

Dated: January 21, 2003

PROTHONOTARY

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

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

DEBORAH L. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

DANIEL P. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

MIDFIRST BANK,
PLAINTIFF

VS.

DEBORAH L. DUFFALO AND DANIEL P. DUFFALO,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1627-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on December 31, 2002 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By


Leon P. Haller PA I.D. # 15700

Attorney for Plaintiff

Purcell, Krug & Haller

1719 North Front Street

Harrisburg, PA 17102

MIDFIRST BANK

Plaintiff

VS.

DEBORAH L. DUFFALO

DANIEL P. DUFFALO

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: NO. 02-1627-CD
:
:
: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE
:
:

DATE OF THIS NOTICE: **December 31, 2002**

TO:

DEBORAH L. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

DANIEL P. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

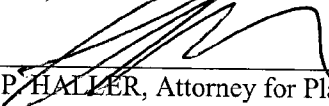
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 COUNTY COURTHOUSE
230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

PURCELL, KRUG & HALLER

By 
LEON P. 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
STATEMENT OF JUDGMENT

MidFirst Bank
Plaintiff(s)

No.: 2002-01627-CD

Real Debt: \$93,320.04

Atty's Comm:

Vs.

Costs: \$

Int. From:

Deborah L. Duffalo
Daniel P. Duffalo
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 22, 2003

Expires: January 22, 2008

Certified from the record this 22nd 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.

DEBORAH L. DUFFALO AND DANIEL P. DUFFALO,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1627-CD

IN MORTGAGE FORECLOSURE

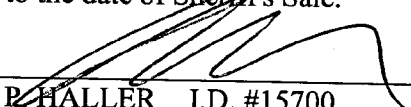
PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **SECTION 16, LOT 559 DUBOIS, PENNSYLVANIA 15801** as follows:

Unpaid Principal Balance	\$80,700.22
Interest	\$9,552.67
Per diem of \$18.52	
To 4/1/03	
Late Charges	\$667.35
(\$44.49 per month to 4/1/03)	
Escrow Deficit	\$2,000.00
5% Attorney's Commission	\$4,035.01
TOTAL WRIT	\$96,955.25

Prothonotary Costs 120.00
**Together with any additional interests, charges and costs to the date of Sheriff's Sale.

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

Dated: January 21, 2003

Attached is a description of the real estate.

JAN 22 2003

William A. Shaw
Prothonotary

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

MidFirst Bank

Vs.

NO.: 2002-01627-CD

Deborah L. Duffalo and Daniel P. Duffalo

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from DEBORAH L. DUFFALO and DANIEL P. DUFFALO, 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: \$96,955.25

INTEREST per diem of

\$18.52 to 4/1/03: \$9,552.67

PROTH. COSTS: \$

5% ATTY'S COMM:\$4,035.01

ESCROW DEFICIT: \$2,000.00

DATE: 01/22/2003

PAID: \$120.00

SHERIFF: \$

OTHER COSTS:

LATE CHARGES (\$44.49 per month to
4/1/03): \$667.35

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, Esq.
1719 North Front Street
Harrisburg, PA 17102

Sheriff

ALL THAT CERTAIN tract of land designated as Section 16, Lot 559, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

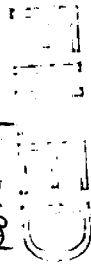
EXCEPTING AND RESERVING therefrom and subject to:

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

HAVING THEREON ERECTED A DWELLING KNOWN AS 1655 Treasure Lake, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Thomas A. Grancey and Mary Ann Grancey, Trustees under a declaration of Trust dated March 15, 1995, for an on behalf of the Grancey Family Revocable Trust, by their Deed dated September 28, 2000 and recorded September 28, 2000 as Clearfield County Instrument number 200014488, granted and conveyed unto Daniel P. Duffalo and Deborah L. Duffalo.

Assessment # 128-C02-016-00559



JAN 22 1963

M 11:10 AM

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2000

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to shift

William A. Shaw
Prothonotary

MIDFIRST BANK,
PLAINTIFF

VS.

DEBORAH L. DUFFALO AND DANIEL P. DUFFALO,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1627-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 3-17-03, 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:

DEBORAH L. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

DANIEL P. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114


Tenant/Occupant
Section 16, Lot 559
Dubois, PA 15801

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

FILED

APR 28 2003
m/11:40/m
William A. Shaw
Prothonotary/Clerk of Courts
NO COURT CORRECTION

EA
KPA

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

LAW OFFICES

Purcell, Krug & Haller

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

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

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

DEBORAH L. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

DANIEL P. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

Tenant/Occupant
Section 16, Lot 559
Dubois, PA 15801

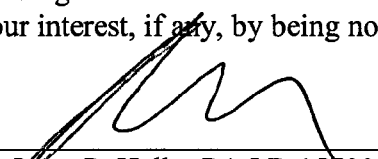
DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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. 15790
Attorney for Plaintiff

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. PA

Case # 02 1627-CD

Case Medfirst Bank

vs.

Deborah L. Duffalo and Daniel I. Duffalo

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

That on 4/1/2003 at 7:15:00 PM at 1821 Whites Ferry Place, Crofton, MD 21114

Daniel P. Duffalo was served with:

Accepted by:

- | | |
|--|---|
| <input type="checkbox"/> Writ of Summons | <input type="checkbox"/> Confessed Judgement |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Show Cause Order |
| <input type="checkbox"/> Injunction | <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:

Notice Of Sheriff's Sale Of Real Estate

Additional Information:

Race: White Height 5'8" Hair Brown Age: 30-33
Sex Male Weight 165 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: 4/3/2003



Private Process Server

Sworn and Subscribed to before me this 03 day of April, in the year 2003



Michael F. Stern
NOTARY PUBLIC
Baltimore County, Maryland
My Commission Expires 02/01/07

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, PA

Case # 02 1627-CD

Case Midfirst Bank

vs.

Deborah L. Duffalo And Daniell P. Duffalo

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

That on 4/1/200³ at 7:15:00 PM at 1821 Whites Ferry Palce, Crofton, MD 21114

Deborah L. Duffalo was served with:

Accepted by: Daniel Duffalo, husband & co-resident

- | | |
|--|---|
| <input type="checkbox"/> Writ of Summons | <input type="checkbox"/> Confessed Judgement |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Show Cause Order |
| <input type="checkbox"/> Injunction | <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:

Notice Of Sheriff's Sale Of Real Estate

Additional Information:

Race: White Height 5'8" Hair Brown Age: 30-33
Sex Male Weight 165 Other:

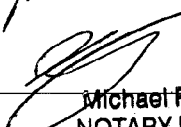
The undersigned further solemnly declares and affirms under the penalty of perjury that the matter and facts set forth herein are true and correct to the best of my knowledge, information and belief.

Date: 4/3/2003



Private Process Server

Sworn and Subscribed to before me this 03 day of April, in the year 2003.



Michael F. Stern
NOTARY PUBLIC
Baltimore County, Maryland
My Commission Expires 02/01/07

MIDFIRST BANK,
PLAINTIFF

VS.

DEBORAH L. DUFFALO AND DANIEL P. DUFFALO,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1627-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:

SECTION 16, LOT 559
DUBOIS, PENNSYLVANIA 15801

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

No. 02-1627-CD

JUDGMENT AMOUNT \$93,320.04

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

DEBORAH L. DUFFALO AND DANIEL P. DUFFALO

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

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

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

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

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

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

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

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

ALL THAT CERTAIN tract of land designated as Section 16, Lot 559, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

EXCEPTING AND RESERVING therefrom and subject to:

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

HAVING THEREON ERECTED A DWELLING KNOWN AS 1655 Treasure Lake, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Thomas A. Grancey and Mary Ann Grancey, Trustees under a declaration of Trust dated March 15, 1995, for an on behalf of the Grancey Family Revocable Trust, by their Deed dated September 28, 2000 and recorded September 28, 2000 as Clearfield County Instrument number 200014488, granted and conveyed unto Daniel P. Duffalo and Deborah L. Duffalo.

Assessment # 128-C02-016-00559

MIDLAND MORTGAGE COMPANY v. DEBORAH L. DUFFALO DANIEL P. DUFFALO
Clearfield County Sale 5/2/03

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:
DEBORAH L. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

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:
DANIEL P. DUFFALO
1821 WHITES FERRY PLACE
CRAFTON, MD 21114

Postmark:

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



Received from:

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

Postage:

One piece of ordinary mail addressed to:
DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Postmark:



MIDLAND MORTGAGE COMPANY v. DEBORAH L. DUFFALO DANIEL P. DUFFALO
Clearfield County Sale _____

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

Received from:

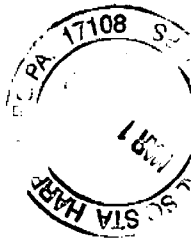
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Tenant/Occupant
Section 16, Lot 559
Dubois, PA 15801

Postmark:



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13701

MIDFIRST BANK

02-1627-CD

VS.

DUFFALO, DANIEL P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 3, 2003 @ 12:00 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.

MARCH 5, 2003 SERVED DEBORAH L. DUFFALO BY MAILING BY REGULAR AND CERTIFIED MAIL TO THEIR RESIDENCE 1821 WHITES FERRY PLACE, CRAFTON, MD 21114. A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT, NOTICE OF SALE AND COPY OF LEVY.

MARCH 5, 2003 SERVED DANIEL P. DUFFALO BY MAILING BY REGULAR AND CERTIFIED MAIL TO THEIR RESIDENCE 1821 WHITES FERRY PLACE, CRAFTON, MD 21114 A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT, NOTICE OF SALE AND COPY OF LEVY.

NOW, MARCH 31, 2003 RECEIVED CERTIFIED MAIL FOR DEBORAH L. DUFFALO BACK UNCLAIMED.

NOW, APRIL 1, 2003 RECEIVED CERTIFIED MAIL FOR DANIEL P. DUFFALO BACK UNCLAIMED.

APRIL 23, 2003 INFORMED BY PLAINTIFF ATTORNEY THEY RECEIVED PERSONAL SERVICE ON THE DEFENDANTS.

FILED
01 10:50 AM
JUL 24 2003
[Signature]

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13701

MIDFIRST BANK

02-1627-CD

VS.

DUFFALO, DANIEL P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 1, 2003 @ 7:15 P.M. SERVED DANIEL P. DUFFALO, DEFENDANT AT HIS RESIDENCE 1821 WHITES FERRY PLACE, CROFTON, MD 21114 BY THE MCS GROUP, INC. PRIORITY + LEGAL SERVICES, INC. / LEGAL LEGS, LTD. WITH THE NOTICE OF SALE.

NOW, APRIL 1, 2003 @ 7:15 P.M. SERVED DEBORAH L. DUFFALO, DEFENDANT AT HER RESIDENCE 1821 WHITES FERRY PLACE, CROFTON, MD, 21114, BY THE MCS GROUP, INC. PRIORITY + LEGAL SERVICES, INC./LEGAL LEGS, LTD. WITH THE NOTICE OF SALE.

NOW, APRIL 24, 2003 CALLED ATTORNEY TO CHECK STATUS FOR SALE THEY SAID EVERYTHING WAS OK FOR SALE THEIR SERVICE WAS GOOD.

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

NOW, JULY 23, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF UNUSED ADVANCE TO ATTORNEY.

NOW, JULY 23 2003 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS

NOW, JULY 23, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$224.16

SURCHARGE \$40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13701

MIDFIRST BANK

02-1627-CD

VS.

DUFFALO, DANIEL P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

24th Day Of July 2003
William A. Shaw

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

So Answers,

Chester A. Hawkins
By Cynthia Butler-Aughenbaugh
Chester A. Hawkins
Sheriff

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

MidFirst Bank

Vs.

NO.: 2002-01627-CD

Deborah L. Duffalo and Daniel P. Duffalo

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from DEBORAH L. DUFFALO and DANIEL P. DUFFALO, 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: \$96,955.25

PAID: \$120.00

INTEREST per diem of

SHERIFF: \$

\$18.52 to 4/1/03: \$9,552.67

PROTH. COSTS: \$

OTHER COSTS:


5% ATTY'S COMM: \$4,035.01

LATE CHARGES (\$44.49 per month to

ESCROW DEFICIT: \$2,000.00

4/1/03): \$667.35

DATE: 01/22/2003



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 23rd day

of January A.D. 2003

At 1:00 A.M./P.M.

Christa A. Hawkins

Sheriff By Cynthia Butler-Aughenbaugh

Requesting Party: Leon P. Haller, Esq.

1719 North Front Street

Harrisburg, PA 17102

ALL THAT CERTAIN tract of land designated as Section 16, Lot 559, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

EXCEPTING AND RESERVING therefrom and subject to:

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

HAVING THEREON ERECTED A DWELLING KNOWN AS 1655 Treasure Lake, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Thomas A. Grancey and Mary Ann Grancey, Trustees under a declaration of Trust dated March 15, 1995, for an on behalf of the Grancey Family Revocable Trust, by their Deed dated September 28, 2000 and recorded September 28, 2000 as Clearfield County Instrument number 200014488, granted and conveyed unto Daniel P. Duffalo and Deborah L. Duffalo.

Assessment # 128-C02-016-00559

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME DUFFALO NO. 02-1627-CD

NOW, May 2, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 2ND day of MAY 2003, I exposed the within described real estate of DEBORH L. DUFFALO AND DANIEL P. DUFFALO to public venue or outcry at which time and place I sold the same to MIDFIRST BANK

he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	14.48
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 224.16

DEED COSTS:

ACKNOWLEDGEMENTS	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	30.50

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	96,955.25
INTEREST	9,552.67
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	667.35
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	4,035.01
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	2,000.00
TOTAL DEBT & INTEREST	113,210.28

COSTS:

ADVERTISING	338.31
TAXES - collector PD 4/17/03	
TAXES - tax claim NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	224.16
LEGAL JOURNAL AD	198.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS 1,055.97

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

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:

Deborah L. Duffalo

1821 Whites Ferry Place

Crafton, MD 21114

2. Article Number

(Transfer from service label)

7001 1940 0001 9406 1768

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes

☐ No

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

\$.60

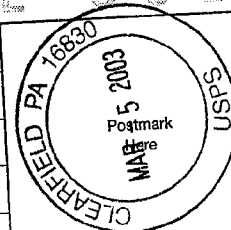
Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 4.65



Sent To

Deborah L. Duffalo

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

1821 Whites Ferry Place

City, State, ZIP+4

Crafton, MD 21114

PS Form 3800, January 2001

See Reverse for Instructions

7001 1940 0001 9406 1775

2. Article Number
(Transfer from service label)

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	
<input type="checkbox"/> Yes	

D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below:	
B. Received by (Printed Name)	
C. Date of Delivery	
<input type="checkbox"/> Addressee <input type="checkbox"/> Agent	
A. Signature	
<input checked="" type="checkbox"/>	

COMPLETE THIS SECTION ON DELIVERY

Daniel P. Duffalo
1821 Whites Ferry Place
Crafton, MD 21114

1. Article Addressed to:

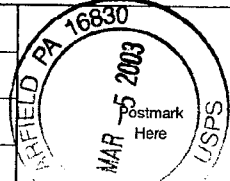
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

SENDER: COMPLETE THIS SECTION

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

OFFICIAL USE

Postage	\$.66
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To: Daniel P. Duffalo
Street, Apt. No., or PO Box No. 1821 Whites Ferry Place
City, State, ZIP+ 4 Crafton, MD 21114

PS Form 3800, January 2001

See Reverse for Instructions

7001 1940 0001 9406 1775

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, PA

Case # 02 1627-CD

Case Midfirst Bank

vs.

Deborah L. Duffalo And Daniell P. Duffalo

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

That on 4/1/200~~3~~³ at 7:15:00 PM at 1821 Whites Ferry Palce, Crofton, MD 21114

Deborah L. Duffalo was served with:

Accepted by: Daniel Duffalo, husband & co-resident

- | | |
|--|---|
| <input type="checkbox"/> Writ of Summons | <input type="checkbox"/> Confessed Judgement |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Show Cause Order |
| <input type="checkbox"/> Injunction | <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:

Notice Of Sheriff's Sale Of Real Estate

Additional Information:

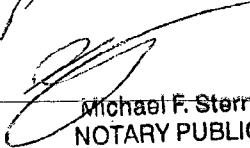
Race: White	Height 5'8"	Hair Brown	Age: 30-33
Sex Male	Weight 165	Other:	

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: 4/3/2003


Private Process Server

Sworn and Subscribed to before me this 03 day of April, in the year 2003


Michael F. Stern
NOTARY PUBLIC
Baltimore County, Maryland
My Commission Expires 02/01/07

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. PA

Case # 02 1627-CD

Case Medfirst Bank

vs.

Deborah L. Duffalo and Daniel I. Duffalo

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

That on 4/1/2003 at 7:15:00 PM at 1821 Whites Ferry Place, Crofton, MD 21114

Daniel P. Duffalo was served with:

Accepted by:

- | | |
|--|---|
| <input type="checkbox"/> Writ of Summons | <input type="checkbox"/> Confessed Judgement |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Show Cause Order |
| <input type="checkbox"/> Injunction | <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:

Notice Of Sheriff's Sale Of Real Estate

Additional Information:


Race: White Height 5'8" Hair Brown Age: 30-33
Sex Male Weight 165 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: 4/3/2003


Private Process Server

Sworn and Subscribed to before me this 03 day of April, in the year 2003


Michael F. Stern
NOTARY PUBLIC
Baltimore County, Maryland
My Commission Expires 02/01/07