

02-1696-CD
WACHOVIA BANK vs. NINA M. BEHRINGER, et al

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02 - 1696 - CQ

**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

A V I S O

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 IMMEDIATEMENTE.

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

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

FILED

OCT 29 2002

JAN. 31, 2003 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
sd
Deputy Prothonotary

William A. Shaw
Prothonotary

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

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

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER,

Defendants

:

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

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

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

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER,

Defendants

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, NINA M. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE, PITTSBURGH, PENNSYLVANIA 15209. Defendant, MICHAEL P. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE PITTSBURGH, PENNSYLVANIA 15209.
3. On or about, December 31, 1994, the said Defendants, executed and delivered a Mortgage Note in the sum of \$64,928.00 payable to TOWNE & COUNTRY MORTGAGE CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1653, Page 187 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to CORESTATES BANK, NA and recorded in the aforesaid County in Mortgage Book 1653, Page 187. The Mortgage was subsequently assigned to

MEELOON BANK, NA and recorded in the aforesaid County in Mortgage Book 1805, Page 201. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 1965, Page 166. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: TREASURE LAKE, SECTION 15, LOT 139, 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 July 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

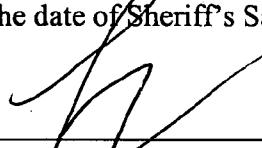
UNPAID PRINCIPAL BALANCE	\$59,404.02
Interest at \$13.12 per day From 06/01/2002 To 11/01/2002 (based on contract rate of 7.950%)	\$2,007.36
Accumulated Late Charges	\$1,332.79
Late Charges \$18.97 From 07/01/2002 to 11/01/2002	\$94.85
Escrow Balance	\$614.05
Attorney's Fee at 5% of Principal Balance	\$2,970.20
TOTAL	\$66,423.27

**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 7.950% (\$13.12 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 #

Multistate

NOTE

FHA Case No.

442-1728739-703

DECEMBER 31, 1994

[Date]

TREASURE LAKE, SEC. 15, LOT 139, DUBOIS, 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 TOWNE & COUNTRY MORTGAGE CORP.

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 **SIXTY FOUR THOUSAND NINE HUNDRED TWENTY EIGHT AND NO/100 DOLLARS**

Dollars (U.S. \$ **64,928.00**), 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 **SEVEN AND 95/100** percent (**7.950** %) 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." That 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 **FEBRUARY 1, 1995**. Any principal and interest remaining on the first day of **JANUARY 2025**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **150 Robbins Station Road, Suite 8, North Huntingdon, PA** or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of **\$ 474.16**. 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.

FHA Multistate Fixed Rate Note - 2/91

VMP -1R (9103.03)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials:

Dumb (MP)

Exhibit "A"



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. 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.

(Seal)

-Borrower

(Seal)

MICHAEL P. BEHRINGER

-Borrower

(Seal)

-Borrower

(Seal)

NINA M. BEHRINGER

-Borrower

"Pay without recourse, to the Corestates Bank, N.A.
as Trustee under a Trust Indenture of the Pennsylvania
Housing Finance Agency dated as of April 1, 1982"

This 31st day of December, 1994, By:
TOWNE & COUNTRY MORTGAGE CORP.

J. A. MORRIS, PRESIDENT

VMP -1R (9103).03

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM MICHAEL P. BEHRINGER AND NINA M. BEHRINGER, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED DECEMBER 31, 1994 AND COVERING PROPERTY KNOWN AS TREASURE LAKE, SEC. 15, LOT 139, DUBOIS, PA 15801.

ALL that certain tract of land designated as Section No. 15 Lot 139 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

BEING the same property which John F. Hughes, Jr. and Feng Yu Hughes, husband and wife, by deed dated December 28, 1994 and to be recorded herewith, granted and conveyed to Michael P. Behringer and Nina M. Behringer, husband and wife, the Mortgagors herein.

Exhibit "B"

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Director of Accounting & Loan Servicing
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT
FOR WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: October 28, 2002

FILED

OCT 29 2002 PL 80-02 Plaintiff et al.
M. 122 BCC PCC to Sheriff
William A. Shaw 32
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13253

WACHOVIA BANK

02-1696-CD

VS.

BEHRINGER, NINA M. & MICHAEL P.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW JANUARY 16, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO
TENANT/OCCUPANT AT TREASURE LAKE, SECTION 15, LOT 139, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.**

**NOW NOVEMBER 19, 2003, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY
TO SERVE THE WITHIN COMPLAINT ON NINA M. BEHRINGER and MICHAEL P.
BEHRINGER, DEFENDANTS.**

**NOW NOVEMBER 27, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON NINA M. BEHRINGER and MICHAEL P. BEHRINGER,
DEFENDANTS BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE
RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS
RETURN MARKED "DEFENDANT FAILED TO RESPOND & WRIT EXPIRED".**

Return Costs

Cost	Description
45.95	SHFF. HAWKINS PAID BY: ATTY.
75.00	SHFF. DEFAZIO PAID BY: ATTY.
6.00	NOTARY PAID BY; ATTY.
30.00	SURCHARGE PAID BY: ATTY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13253

WACHOVIA BANK

02-1696-CD

VS.

BEHRINGER, NINA M. & MICHAEL P.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Sworn to Before Me This

17th Day Of Jan 2003

William A. Shaw WAS

So Answers,


by Marilyn Hays

Chester A. Hawkins

Sheriff

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

51 AD51
PETER R. DEFAZIO
Sheriff

10. LANE AVN 2
ALLEGHENY COUNTY SHERIFF'S DEPARTMENT
436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

202/18
39614
DENNIS SKOSNIK
Chief Deputy

PLAINTIFF WACHOVIA BANK

VS.

DEFT. NINA M. BEHRINGER a1

ADD. DEFT. 6 chambord Drive, Pittsburgh, Pa. 15209

ADD. DEFT. _____

GARNISHEE _____

ADDRESS _____

MUNICIPALITY or CITY WARD _____

ATTY. _____

DATE: Oct. 30, 2002 19 _____

ADDRESS _____

ATTY'S Phone 717-234-4178

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now October 30, 2002 19 Clearfield, I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depose the Sheriff of ALLEGHENY County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon, or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

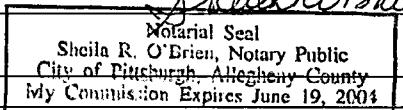
MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 10/30/02 day of October, 19 2002 at 12:00 o'clock A.M. P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship. _____
- Manager/Clerk of place of lodging in which Defendant(s) reside(s). _____
- Agent or person in charge of Defendant(s) office or usual place of business. _____
- Other _____
- Property Posted _____



Defendant not found because: Moved Unknown No Answer Vacant Other _____
 Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____
 Regular Mail *why* _____

You are hereby notified that on 10/30/02, 19 2002, levy was made in the case of Advertiser Post, 19 2002 at 12:00 o'clock. Possession/Sale has been set for Advertiser Post.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS 11/21 10/25

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

PETER R. DEFAZIO, Sheriff

By [Signature]
Deputy
District _____

GW
(6)

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

10/2/02
DENNIS SKOSNIK
Chief Deputy

39614

PLAINTIFF WACHOVIA BANK

VS.

DEFT. MICHAEL P. BEHRINGER

ADD. DEFT. 6 Chambord Drive, Pittsburgh, Pa. 15209

ADD. DEFT. _____

GARNIShee _____

ADDRESS _____

MUNICIPALITY or CITY WARD _____

ATTY. _____

DATE: Oct. 30, 2002 19 _____

ADDRESS _____

ATTY'S Phone 717-234-4178 _____

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now, Nov 19 October 30, 2002 19 19 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depose the Sheriff of ALLEGHENY COUNTY to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

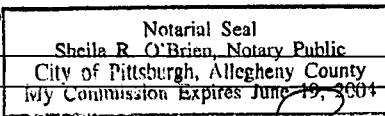
MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 20 day of Oct 30, 19 2002 at 10:00 o'clock A.M. / P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship _____
- Manager/Clerk of place of lodging in which Defendant(s) reside(s). _____
- Agent or person in charge of Defendant(s) office or usual place of business. _____
- Other _____
- Property Posted _____



Members, Pennsylvania Association of Notaries

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____

Regular Mail Why _____

You are hereby notified that on 19, 19 2002, levy was made in the case of _____
Possession/Sale has been set for 19, 19 2002 at 10:00 o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

Additional Costs Due \$ _____, This is placed

on writ when returned to Prothonotary. Please check before

satisfying case.

White Copy - Sheriff

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1696-C

**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

A V I S O

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 CORTE PUEDE, SIN NOTIFICARLO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR 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

...atty this to be
Attest. *William E. Proth*
Attest. *William E. Proth*
Attest. *William E. Proth*

OCT 29 2002

Attest.

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

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

- CIVIL ACTION LAW
- ACTION OF MORTGAGE FORECLOSURE

VS.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER,

Defendants

•

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

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

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

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER,

Defendants

:
:
:
:
:
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, NINA M. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE, PITTSBURGH, PENNSYLVANIA 15209. Defendant, MICHAEL P. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE PITTSBURGH, PENNSYLVANIA 15209.
3. On or about, December 31, 1994, the said Defendants, executed and delivered a Mortgage Note in the sum of \$64,928.00 payable to TOWNE & COUNTRY MORTGAGE CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1653, Page 187 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to CORESTATES BANK, NA and recorded in the aforesaid County in Mortgage Book 1653, Page 187. The Mortgage was subsequently assigned to

MEELON BANK, NA and recorded in the aforesaid County in Mortgage Book 1805, Page 201. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 1965, Page 166. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: TREASURE LAKE, SECTION 15, LOT 139, 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 July 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

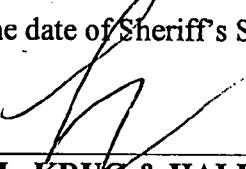
UNPAID PRINCIPAL BALANCE	\$59,404.02
Interest at \$13.12 per day From 06/01/2002 To 11/01/2002 (based on contract rate of 7.950%)	\$2,007.36
Accumulated Late Charges	\$1,332.79
Late Charges \$18.97 From 07/01/2002 to 11/01/2002	\$94.85
Escrow Balance	\$614.05
Attorney's Fee at 5% of Principal Balance	\$2,970.20
TOTAL	\$66,423.27

**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 7.950% (\$13.12 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.

442-1728739-703

DECEMBER 31, 1994

[Date]

TREASURE LAKE, SEC. 15, LOT 139, DUBOIS, 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
TOWNE & COUNTRY MORTGAGE CORP.

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 **SIXTY FOUR THOUSAND
NINE HUNDRED TWENTY EIGHT AND NO/100 DOLLARS**

Dollars (U.S. \$ **64,928.00**), 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 **SEVEN AND 95/100** percent (**7.950** %) 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." That 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 **FEBRUARY 1, 1995**. Any principal and interest remaining on the first day of **JANUARY 2025**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **150 Robbins Station Road, Suite 8, North Huntingdon, PA**

15642

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of \$ **474.16**. 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.

Exhibit "A"



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. 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.

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

"Pay without recourse, to the Corestates Bank, N.A.
as Trustee under a Trust Indenture of the Pennsylvania
Housing Finance Agency dated as of April 1, 1982"

This 31st day of December, 1994, By:
TOWNE & COUNTRY MORTGAGE CORP.

J. A. MORRIS, PRESIDENT

WMP -1R 9103.03

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM MICHAEL P. BEHRINGER AND NINA M. BEHRINGER, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED DECEMBER 31, 1994 AND COVERING PROPERTY KNOWN AS TREASURE LAKE, SEC. 15, LOT 139, DUBOIS, PA 15801.

ALL that certain tract of land designated as Section No. 15 Lot 139 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

BEING the same property which John F. Hughes, Jr. and Feng Yu Hughes, husband and wife, by deed dated December 28, 1994 and to be recorded herewith, granted and conveyed to Michael P. Behringer and Nina M. Behringer, husband and wife, the Mortgagors herein.

Exhibit "B"

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian

Director of Accounting & Loan Servicing
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT
FOR WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: October 28, 2002

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1696-CJ

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
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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

A V I S O

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
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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
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DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.
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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

** See attached original
statement in this case.

OCT 29 2002

Attest.

William L. Brown
Prothonotary

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

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

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER,

Defendants

:

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

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

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
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IN THE COURT OF COMMON PLEAS
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Defendants

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, NINA M. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE, PITTSBURGH, PENNSYLVANIA 15209. Defendant, MICHAEL P. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE PITTSBURGH, PENNSYLVANIA 15209.
3. On or about, December 31, 1994, the said Defendants, executed and delivered a Mortgage Note in the sum of \$64,928.00 payable to TOWNE & COUNTRY MORTGAGE CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1653, Page 187 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to CORESTATES BANK, NA and recorded in the aforesaid County in Mortgage Book 1653, Page 187. The Mortgage was subsequently assigned to

MEELOON BANK, NA and recorded in the aforesaid County in Mortgage Book 1805, Page 201. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 1965, Page 166. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: TREASURE LAKE, SECTION 15, LOT 139, 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 July 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$59,404.02
Interest at \$13.12 per day From 06/01/2002 To 11/01/2002 (based on contract rate of 7.950%)	\$2,007.36
Accumulated Late Charges	\$1,332.79
Late Charges \$18.97 From 07/01/2002 to 11/01/2002	\$94.85
Escrow Balance	\$614.05
Attorney's Fee at 5% of Principal Balance	\$2,970.20
TOTAL	\$66,423.27

**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.

Multistate

NOTE

Loan #

FHA Case No.

442-1728739-703

DECEMBER 31, 1994

[Date]

TREASURE LAKE, SEC. 15, LOT 139, DUBOIS, 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 TOWNE & COUNTRY MORTGAGE CORP.

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 SIXTY FOUR THOUSAND NINE HUNDRED TWENTY EIGHT AND NO/100 DOLLARS

Dollars (U.S. \$ 64,928.00), 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 SEVEN AND 95/100 percent (7.950 %) 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." That 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 FEBRUARY 1, 1995. Any principal and interest remaining on the first day of JANUARY 2025, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 150 Robbins Station Road, Suite 8, North Huntingdon, PA

or at such other place as Lender may designate in

15642 writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of \$ 474.16. 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.

FHA Multistate Fixed Rate Note - 2/91

VMP -1R (9103.03)

VMP MORTGAGE FORMS - (800)521-7291



VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Anthony J. Julian
Director of Accounting & Loan Servicing
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT
FOR WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: October 28, 2002

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1696-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

A V I S O

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 NOTIFICARLO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR 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

By this to do, I
certified copy of the original
statement filed in this case.

OCT 29 2002

Attest.


Prothonotary

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER,

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

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

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

vs.

NINA M. BEHRINGER AND
MICHAEL P. BEHRINGER,

Defendants

:
:
:
:
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, NINA M. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE, PITTSBURGH, PENNSYLVANIA 15209. Defendant, MICHAEL P. BEHRINGER, is an adult individual, whose last known address is 6 CHAMBORD DRIVE PITTSBURGH, PENNSYLVANIA 15209.
3. On or about, December 31, 1994, the said Defendants, executed and delivered a Mortgage Note in the sum of \$64,928.00 payable to TOWNE & COUNTRY MORTGAGE CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1653, Page 187 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to CORESTATES BANK, NA and recorded in the aforesaid County in Mortgage Book 1653, Page 187. The Mortgage was subsequently assigned to

Multistate

NOTE

Loan #

FHA Case No.

442-1728739-703

DECEMBER 31, 1994

[Date]

TREASURE LAKE, SEC. 15, LOT 139, DUBOIS, 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 TOWNE & COUNTRY MORTGAGE CORP.

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 **SIXTY FOUR THOUSAND NINE HUNDRED TWENTY EIGHT AND NO/100 DOLLARS**

Dollars (U.S. \$ **64,928.00**), 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 **SEVEN AND 95/100 percent (7.950 %)** 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." That 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 **FEBRUARY 1, 1995**. Any principal and interest remaining on the first day of **JANUARY 2025**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **150 Robbins Station Road, Suite 8, North Huntingdon, PA 15642** or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of **\$ 474.16**. 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.

FHA Multistate Fixed Rate Note - 2/91

VMP -1R (9103.03)

VMP MORTGAGE FORMS - (800)521-7291

Exhibit "A"



ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM MICHAEL P. BEHRINGER AND NINA M. BEHRINGER, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED DECEMBER 31, 1994 AND COVERING PROPERTY KNOWN AS TREASURE LAKE, SEC. 15, LOT 139, DUBOIS, PA 15801.

ALL that certain tract of land designated as Section No. 15 Lot 139 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

BEING the same property which John F. Hughes, Jr. and Feng Yu Hughes, husband and wife, by deed dated December 28, 1994 and to be recorded herewith, granted and conveyed to Michael P. Behringer and Nina M. Behringer, husband and wife, the Mortgagors herein.

Exhibit "B"

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Director of Accounting & Loan Servicing
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT
FOR WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: October 28, 2002

320

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

NINA M. BEHRINGER
MICHAEL P. BEHRINGER

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 02-1696-CD

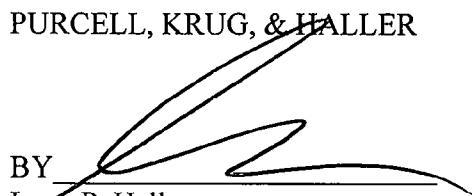
PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: January 30, 2003

PURCELL, KRUG, & HALLER

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

FILED

JAN 31 2003

m/12.506 m

William A. Shaw

Prothonotary/Clerk of Courts

NO CERT COPIES

2 REINSTATEMENT COMPLETED
TO SHER

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13253

WACHOVIA BANK

02-1696-CD

VS.

BEHRINGER, NINA M. & MICHAEL P.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 3, 2003, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY
TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NINA M.
BEHRINGER and MICHAEL P. BEHRINGER, DEFENDANTS.

NOW FEBRUARY 6, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURES ON NINA M. BEHRINGER and MICHAEL BEHRINGER, DEFENDANTS
BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF
DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING
THAT HE SERVED BOTH COPIES ON NINA.

Return Costs

Cost	Description
29.60	SHFF. HAWKINS PAID BY: ATTY.
75.00	SHFF. DEFAZIO PAID BY: ATTY.
6.00	NOTARY PAID BY; ATTY.
20.00	SURCHARGE PAID BY: ATTY.

130.60

Sworn to Before Me This

21st Day Of May 2003

C-10
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

E. E. S.

So Answers,

Chester Hawkins
by Marlyn Harris
Chester A. Hawkins
Sheriff

2 SERVICES FORM

13253

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

4387024

PETER R. DEFAZIO

Sheriff

PLAINTIFF:

Wachovia Bank

DEFT.: Nina M Behringer and Michael Behringer vs.

DEFT.:

GARNIShee: Nina M Behringer and Michael BehringerADDRESS: 6 Chambord Drive
Pittsburgh, PA 15209

MUNICIPALITY OR CITY WARD:

DATE: 20ATTY'S PHONE: 717-234-4178INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE MAIL POSTED OTHER LEVY SEIZED & STOREDNOW: February 3 2003 I, SHERIFF OF ~~ALLEGHENY~~ COUNTY, PA do hereby depose the Sheriff of CLEARFIELD County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale therof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at:

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 10 day of February, at 2003, at o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

 Defendant(s) personally served. Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____ Adult in charge of Defendant's residence who refused to give name or relationship. _____ Manager/other person authorized to accept deliveries of United States Mail _____ Agent or person in charge of Defendant(s) office or usual place of business. _____ Other _____ Property Posted _____Defendant not found because: Moved Unknown No Answer Vacant Other _____ Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope retuned: writ expired _____ Regular Mail Why _____You are hereby notified that on 19, 2003, levy was made in the case of _____
Possession/Sale has been set for 20 at o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____

Additional Costs Due \$ _____, This is
placed on writ when returned to Prothonotary. Please check
before satisfying case.

Affirmed and subscribed before me

this 19 day of February 2003Sheila R. O'Brien
Notary

PETER R. DEFAZIO, Sheriff

BY: Ernest

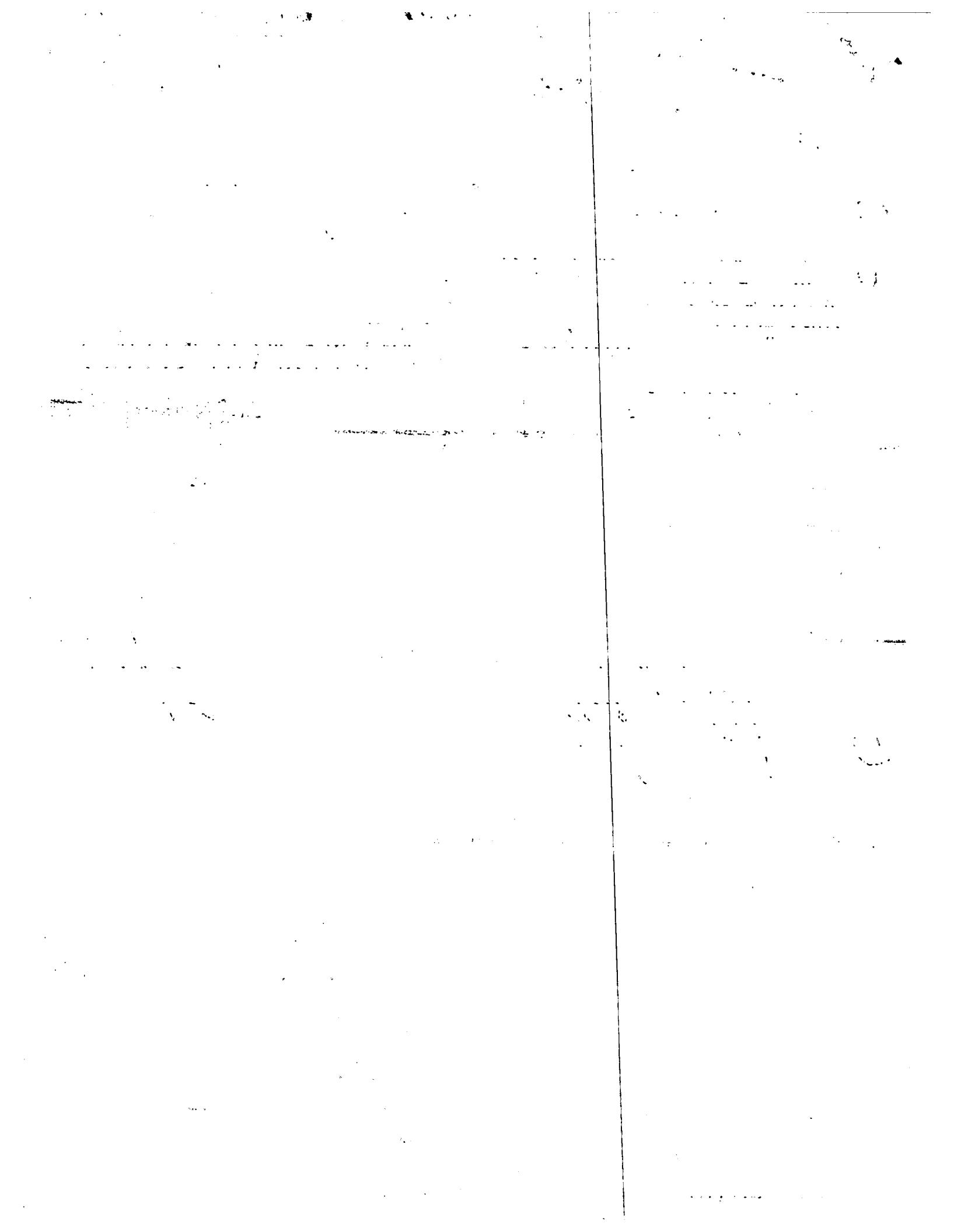
(DEPUTY)

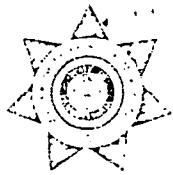
Notarial Seal	DISTRICT:
Sheila R. O'Brien, Notary	City of Pittsburgh, Allegheny County
My Commission Expires	file 19 1994

Member, Pennsylvania Bar Association

WHITE COPY - Sheriff

Pink Copy - Attorney





Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

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

Robert Snyder
CHIEF DEPUTY
Cynthia Aughenbaugh
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK

TERM & NO. 02-1696-CD

VS
NINA M. BEHRINGER & MICHAEL P. BEHRINGER

DOCUMENT TO BE SERVED:
COMPLAINT IN MORTGAGE FORECLOSURE
(Reinstated)

SERVE BY: 3/2/03

MAKE REFUND PAYABLE TO: PURCELL, KRUG & HALLER, ATTYS.

SERVE: NINA M. BEHRINGER and MICHAEL P. BEHRINGER

ADDRESS: 6 Chambord Drive, Pittsburgh pa. 15209

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

3rd Day of February 2003.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-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) **NINA M.**

BEHRINGER AND MICHAEL P. BEHRINGER 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	\$59,404.02
Interest	\$2,007.36
Per diem of \$13.12	
From 06/01/2002	
To 12/01/2002	
Accumulated Late Charges	\$1,332.79
Late Charges	\$94.85
(\$18.97 per month to 12/01/2002)	
Escrow Deficit	\$614.05
5% Attorney's Commission	\$2,970.20
TOTAL	\$66,423.27

**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

MAY 16 2003

William A. Shaw
Prothonotary

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

CO
PY

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on 5/16/03 the following judgment has been entered
against you in the above-captioned matter:

**\$66,423.27 and for the sale and foreclosure of your property located at: TREASURE LAKE,
SECTION 15, LOT 139 A/K/A 36 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801**

Dated: May 15, 2003

Will Haller

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

NINA M. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

MICHAEL P. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-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) **NINA M. BEHRINGER AND MICHAEL P. BEHRINGER** 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	\$59,404.02
Interest	\$2,007.36
Per diem of \$13.12	
From 06/01/2002	
To 12/01/2002	
Accumulated Late Charges	\$1,332.79
Late Charges	\$94.85
(\$18.97 per month to 12/01/2002)	
Escrow Deficit	\$614.05
 5% Attorney's Commission	 \$2,970.20
TOTAL	\$66,423.27

**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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Mortgage in the above case is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C.A. Section 707 1715z11) and therefore does not fall within the provisions of PA Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program).

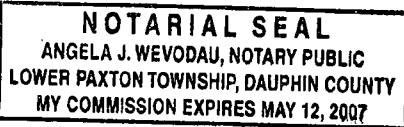
Sworn to and subscribed :

before me this 15 day :

of May 2003 :

Angela Wevoda
Notary Public

LEON P. HALLER, ESQUIRE



WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

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

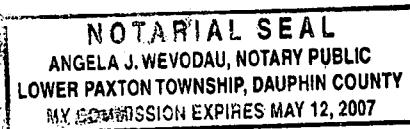
Sworn to and subscribed :

before me this 15 day :

of May 20 03 :


LEON P. HALLER, ESQUIRE

Angela J. Wevoda
Notary Public



WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

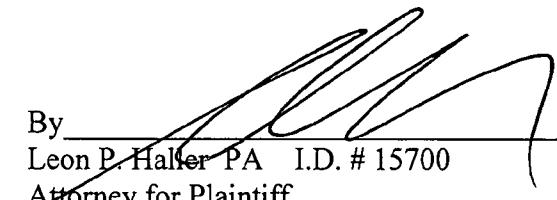
NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on April 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

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER

Defendants

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

: NO. 02-1696-CD

: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE

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

TO:

NINA M. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

MICHAEL P. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

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

FILED

on 11:58 AM 20 00
MAY 16 2003

William A. Shaw
Prothonotary

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

Wachovia Bank, National Association
First Union National Bank
Plaintiff(s)

COPY

No.: 2002-01696-CD

Real Debt: \$66,423.27

Atty's Comm: \$

Vs.

Costs: \$

Nina M. Behringer
Michael P. Behringer
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 16, 2003

Expires: May 16, 2008

Certified from the record this 16th day of May, 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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

PRAECLPICE 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 **TREASURE LAKE, SECTION 15, LOT 139 A/K/A 36 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801** as follows:

Unpaid Principal Balance	\$59,404.02
Interest	\$5,995.84
Per diem of \$13.12	
To	
Late Charges	\$1,617.34
(\$18.97 per month to)	
Escrow Deficit	\$1,000.00
5% Attorney's Commission	\$2,970.20
TOTAL WRIT	\$70,987.40

**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

FILED

Dated: May 15, 2003

Attached is a description of the real estate.

MAY 16 2003

William A. Shaw
Prothonotary

ALL THAT CERTAIN tract of land designed as Section No. 15,
Lot 139 in the Treasure Lake Subdivision in Sandy Township,
Clearfield County, Pennsylvania, recorded in the Recorder's
Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations as 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 Volume 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

HAVING THEREON ERECTED A DWELLING KNOWN AS 36 Treasure Lake,
Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Hughes, Jr. and Feng Yu Hughes, by Deed dated December 28, 1994 and re-recorded November 5, 1998 in Clearfield County Deed Book 1982, Page 459, granted and conveyed unto Michael P. Behringer and Nina M. Behringer.

Assessment # 128-C02-015-00139

FILED

May 16 2003
MAY 16 2003
1cc SNS

William A. Shaw
Prothonotary

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **TREASURE LAKE, SECTION 15, LOT 139 A/K/A 36 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801:**

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

NINA M. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

MICHAEL P. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

3. Name and address of every judgment creditor whose judgment is a **record lien** on the real property to be sold:

Treasure Lake POA
13 Treasure Lake
Dubois, PA 15801

Michael P. Yeager, Esquire
P.O. Box 752
Clearfield, PA 16830

PA Dept. of Revenue
Bureau of Compliance
Clearance Support Sect./ATTN: Sheriff sales
Dept. 281230
Harrisburg, PA 17128-1230

4. Name and address of last recorded **holder of every mortgage** of record:

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

National City Bank of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222

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

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

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

Tenants if any . . .

Tenant/Occupant
36 Treasure Lake
Dubois, PA 15801

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

(In the preceding information, where addresses could not be reasonably ascertained, the same is
indicated.)

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

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

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

Wachovia Bank, National Association f/k/a
First Union National Bank, as Trustee for
Pennsylvania Housing Finance Agency

CCPY

Vs.

NO.: 2002-01696-CD

Nina M. Behringer and Michael P. Behringer

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a FIRST UNION NATIONAL BANK, as Trustee for Pennsylvania Housing Finance Agency, Plaintiff(s) from NINA M. BEHRINGER and MICHAEL P. BEHRINGER, 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: \$70,987.40
INTEREST-Per Diem of \$13.12: \$5,995.84
PROTH. COSTS: \$
ATTY'S COMM: \$2,970.20
DATE: 05/16/2003

PAID: \$127.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$18.97 per month): \$1,617.34
ESCROW DEFICIT: \$1,000.00

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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-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) **NINA M. BEHRINGER AND MICHAEL P. BEHRINGER** 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	\$59,404.02
Interest	\$2,007.36
Per diem of \$13.12	
From 06/01/2002	
To 12/01/2002	
Accumulated Late Charges	\$1,332.79
Late Charges	\$94.85
(\$18.97 per month to 12/01/2002)	
Escrow Deficit	\$614.05
5% Attorney's Commission	\$2,970.20
TOTAL	\$66,423.27

**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

MAY 16 2003

William A. Shaw
Prothonotary

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,
PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on 5/16/03 the following judgment has been entered
against you in the above-captioned matter:

\$66,423.27 and for the sale and foreclosure of your property located at: **TREASURE LAKE,
SECTION 15, LOT 139 A/K/A 36 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801**

Dated: May 15, 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

NINA M. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

MICHAEL P. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF DAUPHIN

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Mortgage in the above case is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C.A. Section 707 1715z11) and therefore does not fall within the provisions of PA Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program).

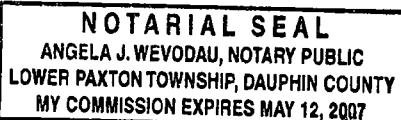
Sworn to and subscribed :

before me this 15 day :

of May 2003 :


LEON P. HALLER, ESQUIRE


Notary Public



WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

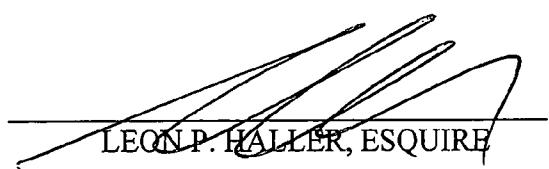
COUNTY OF DAUPHIN :

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

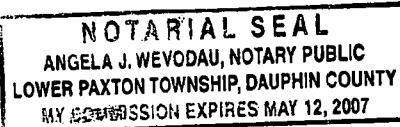
Sworn to and subscribed :

before me this 15 day :

of May 2003 :


LEON P. HALLER, ESQUIRE

Angela J. Wevoda
Notary Public



FILED

Atty pd
20.00

M 1241 BY
MAY 16 2003

Notice to Def.
Statement to Atty

William A. Shaw
Prothonotary

ESQ

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

COPY

Wachovia Bank, National Association, f/k/a
First Union National Bank, as Trustee for
Pennsylvania Housing Finance Agency
Plaintiff(s)

No.: 2002-01696-CD

Real Debt: \$66,423.27

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Nina M. Behringer
Michael P. Behringer
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 16, 2003

Expires: May 16, 2008

Certified from the record this 16th day of May, 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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 6/12/03, 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:

NINA M. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

MICHAEL P. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

Treasure Lake POA
13 Treasure Lake
Dubois, PA 15801

Michael P. Yeager, Esquire
P.O. Box 752
Clearfield, PA 16830

PA Dept. of Revenue
Bureau of Compliance
Clearance Support Sect./ATTN: Sheriff sales
Dept. 281230
Harrisburg, PA 17128-1230

National City Bank of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222

FILED

AUG 18 2003

M 11:45 a.m.
William A. Shaw

Prothonotary/Clerk of Courts

No. C-Eno

EDS

Tenant/Occupant
36 Treasure Lake
Dubois, PA 15801

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

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

NINA M. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

MICHAEL P. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

Treasure Lake POA
13 Treasure Lake
Dubois, PA 15801

Michael P. Yeager, Esquire
P.O. Box 752
Clearfield, PA 16830

PA Dept. of Revenue
Bureau of Compliance
Clearance Support Sect./ATTN: Sheriff sales
Dept. 281230
Harrisburg, PA 17128-1230

National City Bank of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222

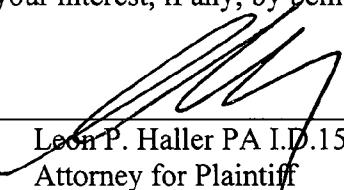
Tenant/Occupant
36 Treasure Lake
Dubois, PA 15801

DOMESTIC RELATONS
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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1696-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: August 1, 2003

TIME: 10:00 AM

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:

TREASURE LAKE, SECTION 15, LOT 139
A/K/A 36 TREASURE LAKE 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. 02-1696-CD

JUDGMENT AMOUNT \$66,423.27

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

NINA M. BEHRINGER AND MICHAEL P. BEHRINGER

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 designed as Section No. 15, Lot 139 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder's Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations as 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 Volume 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

HAVING THEREON ERECTED A DWELLING KNOWN AS 36 Treasure Lake, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Hughes, Jr. and Feng Yu Hughes, by Deed dated December 28, 1994 and re-recorded November 5, 1998 in Clearfield County Deed Book 1982, Page 459, granted and conveyed unto Michael P. Behringer and Nina M. Behringer.

Assessment # 128-C02-015-00139

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

AFFIDAVIT OF SERVICE OF PROCESS

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY
Plaintiff

NO. 02-1696-CD
CIVIL ACTION – LAW
IN MORTGAGE FORECLOSURE

versus

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER
Defendant

Know all persons by these presents that I, Antione P Malloy, was assigned to duly execute this service upon the following defendant: **MICHAEL P. BEHRINGER** at 6 CHAMBORD DRIVE, PITTSBURGH, PA 15209-1006 I hereby depose and say:

- 1) That I am of the necessary age and sound mind to execute said service.
- 2) That I am not a party to the action or have any interest in it.
- 3) That I am an agent of Timothy C. Hoover, a Lehigh County, Pennsylvania licensed private investigator.

I hereby certify that on 07/18/03 at approximately 7:30 a.m. p.m. a true and correct copy of the NOTICE OF SHERIFF'S SALE were served on the above-named party or witness in the following manner:

I personally delivered them into the hands of the person to be served.

By leaving a copy at his/her usual place of abode with _____, whose relationship to the defendant is _____, and who is of suitable age and discretion and also residing therein.

By leaving a copy with _____, the manager/clerk of place of lodging in which defendant resides.

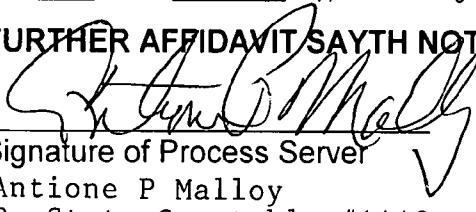
By leaving a copy with _____, the agent in charge of defendant's office or usual place of business. Job title or position of agent is _____.

After due and diligent efforts, *described below*, I was unable to serve the process because: _____

Description of Recipient:

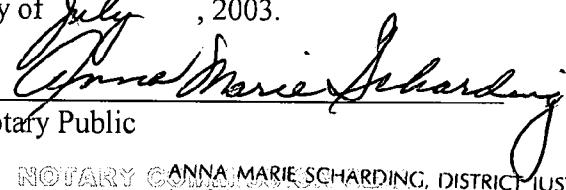
Sex: male Race: white Approximate Height: 6' Approximate Weight: 190 lbs Approximate Age: 32

FURTHER AFFIDAVIT SAYTH NOT:


Signature of Process Server

Antione P Malloy
Pa State Constable #1442

Subscribed and sworn to before me this 21st day of July, 2003.


Notary Public

NOTARY COMMISSION STAMP

NOTARY **ANNA MARIE SCHARDING**, DISTRICT JUSTICE
MAGISTERIAL DISTRICT 05-3-15
MY COMMISSION EXPIRES ON THE
FIRST MONDAY IN JANUARY, 2008

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA
AFFIDAVIT OF SERVICE OF PROCESS

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY
Plaintiff

NO. 02-1696-CD
CIVIL ACTION – LAW
IN MORTGAGE FORECLOSURE

versus

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER
Defendant

Know all persons by these presents that I, Antione P Malloy, was assigned to duly execute this service upon the following defendant: **NINA M. BEHRINGER** at 6 CHAMBORD DRIVE, PITTSBURGH, PA 15209-1006 I hereby depose and say:

- 1) That I am of the necessary age and sound mind to execute said service.
- 2) That I am not a party to the action or have any interest in it.
- 3) That I am an agent of Timothy C. Hoover, a Lehigh County, Pennsylvania licensed private investigator.

I hereby certify that on 07/18/03 at approximately 7:30 a.m. p.m. a true and correct copy of the NOTICE OF SHERIFF'S SALE were served on the above-named party or witness in the following manner:

I personally delivered them into the hands of the person to be served.

By leaving a copy at his/her usual place of abode with Michael Behringer whose relationship to the defendant is Husband, and who is of suitable age and discretion and also residing therein.

By leaving a copy with _____, the manager/clerk of place of lodging in which defendant resides.

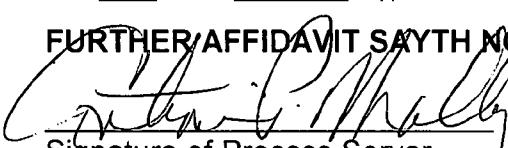
By leaving a copy with _____, the agent in charge of defendant's office or usual place of business. Job title or position of agent is _____.

After due and diligent efforts, *described below*, I was unable to serve the process because: _____

Description of Recipient:

Sex: male Race: white Approximate Height: 6' Approximate Weight: 190lb Approximate Age: 32

FURTHER AFFIDAVIT SAYTH NOT.


Signature of Process Server
Antione P Malloy
Pa State Constable #1442

NOTARY COMMISSION STAMP

Subscribed and sworn to before me this 21st
day of July, 2003.



Notary Public

NOTARY COMMISSION STAMP
ANNA MARIE SCHARDENBERG, DISTRICT JUSTICE
MAGISTERIAL DISTRICT 05-3-5
MY COMMISSION EXPIRES ON THE
FIRST MONDAY IN JANUARY, 2008

PENNSYLVANIA HOUSING FINANCE AGENCY v. NINA M. BEHRINGER MICHAEL P. BEHRINGER
Clearfield County Sale 8/11/03

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:

NINA M. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

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:

MICHAEL P. BEHRINGER
6 CHAMBORD DRIVE
PITTSBURGH, PA 15209-1006

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 RELATONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Postmark:



PENNSYLVANIA HOUSING FINANCE AGENCY v. NINA M. BEHRINGER MICHAEL P. BEHRINGER
Clearfield County Sale 8/11/03

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:

Treasure Lake POA
13 Treasure Lake
Dubois, PA 15801

Postmark:

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

Michael P. Yeager, Esquire
P.O. Box 752
Clearfield, PA 16830

Postmark:



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

Received from:

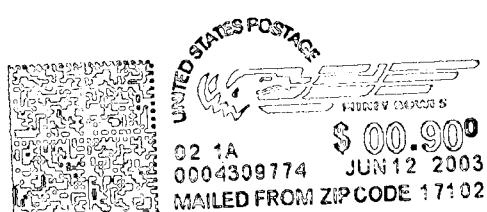
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

PA Dept. of Revenue
Bureau of Compliance
Clearance Support Sect./ATTN: Sheriff sales
Dept. 281230
Harrisburg, PA 17128-1230

Postmark:



PENNSYLVANIA HOUSING FINANCE AGENCY v. NINA M. BEHRINGER MICHAEL P. BEHRINGER
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:
National City Bank of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222

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
36 Treasure Lake
Dubois, PA 15801

Postmark:



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14178

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATION 02-1696-CD

VS.

BEHRINGER, MICHAEL P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 13, 2003 @ 10:32 A.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 AUGUST 1, 2003 WAS SET.

FILED
07/25/03
OCT 30 2003

NOW, JUNE 16, 2003 DEPUTIZED ALLEGHENY COUNTY TO SERVE MICHAEL P. BEHRINGER AND NINA M. BEHRINGER.

William A. Shaw
Prothonotary/Clerk of Courts

NOW, JULY 21, 2003 RECEIVED DEPUTATION FORMS FROM ALLEGHENY COUNTY BACK AS TIME EXPIRED NO SERVICE MADE ON MICHAEL P. BEHRINGER AND NINA M. BEHRINGER.

NOW, JULY 29, 2003 RECEIVED A FAX FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR AUGUST 1, 2003 TO SEPTEMBER 5, 2003.

NOW, JULY 30, 2003 RECEIVED A FAX FROM PLAINTIFF ATTORNEY FOR PERSONAL SERVICE ON MICHAEL P. BEHRINGER. ANTOINE P. MALLOY PA STATE CONSTABLE #1442, SERVED MICHAEL P. BEHRINGER ON 7/18/03 @ 7:30 A.M. AT 6 CHAMBORD DRIVE, PITTSBURGH, PA A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14178

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATION 02-1696-CD

VS.

BEHRINGER, MICHAEL P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 18, 2003 RECEIVED AFFIDAVIT OF SERVICE FROM THE PLAINTIFF ATTORNEY. ANTIONE P. MALLOY, PA STATE CONSTABLE #1442 SERVED NINA M. BEHRINGER AT 6 CHAMBORD DRIVE, PITTSBURGH ON JULY 18, 2003 @ 7:30 A .M. O'CLOCK A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION NOTICE OF SALE AND COPY OF THE LEVY.

NOW, AUGUST 2, 2003 SERVED MICHAEL P. BEHRINGER, DEFENDANT, BY REGULAR AND CERTIFIED MAIL TO 6 CHAMBORD DRIVE, PITTSBURGH, PENNSYLVANIA,, SIGNATURE UNREADABLE, WITH A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY. CERTIFIED #7002241000 0372241463

NOW, AUGUST 2, 2003 SERVED NINA M. BEHRINGER, DEFENDANT, BY REGULAR AND CERTIFIED MAIL TO 6 CHAMBORD DRIVE, PITTSBURGH, PENNSYLVANIA, SIGNATURE UNREADABLE, WITH A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY. CERTIFIED #7002241000 0372241456

NOW, SEPTEMBER 5, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, OCTOBER 21, 2003 RECEIVED DEED INSTRUCTION FROM THE PLAINTIFF'S ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14178

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATION 02-1696-CD

VS.

BEHRINGER, MICHAEL P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 29, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, OCTOBER 30, 2003 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY
OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR
\$1.00 + COSTS..

NOW, OCTOBER 30, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$243.62

SURCHRG \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

30th Day Of Oct 2003

Will A. Shaw

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
By Cynthia Bitter-Augenthaler

Chester A. Hawkins

Sheriff

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

Wachovia Bank, National Association f/k/a
First Union National Bank, as Trustee for
Pennsylvania Housing Finance Agency

Vs.

NO.: 2002-01696-CD

Nina M. Behringer and Michael P. Behringer

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a FIRST UNION NATIONAL BANK, as Trustee for Pennsylvania Housing Finance Agency, Plaintiff(s) from NINA M. BEHRINGER and MICHAEL P. BEHRINGER, 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:

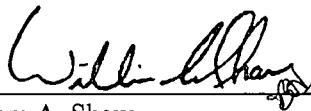
Garnishee(s) as follows:

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: \$70,987.40
INTEREST-Per Diem of \$13.12: \$5,995.84
PROTH. COSTS: \$
ATTY'S COMM: \$2,970.20
DATE: 05/16/2003

PAID: \$127.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$18.97 per month): \$1,617.34
ESCROW DEFICIT: \$1,000.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 16th day
of May A.D. 2003
At 3:40 A.M./P.M.

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

Chesler A. Shawhins
Sheriff Sgt. Cynthia Butter-Augusta

ALL THAT CERTAIN tract of land designed as Section No. 15, Lot 139 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder's Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations as 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 Volume 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

HAVING THEREON ERECTED A DWELLING KNOWN AS 36 Treasure Lake, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH John F. Hughes, Jr. and Feng Yu Hughes, by Deed dated December 28, 1994 and re-recorded November 5, 1998 in Clearfield County Deed Book 1982, Page 459, granted and conveyed unto Michael P. Behringer and Nina M. Behringer.

Assessment # 128-C02-015-00139

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BEHRINGER NO. 02-1696-CD

NOW, SEPT. 5, 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 5TH day of SEPT. 2003, I exposed the within described real estate of NINA M. BEHRINGER AND MICHAEL P. BEHRINGER to public venue or outcry at which time and place I sold the same to WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PA ET AL he/she being the highest bidder, for the sum of \$1.00 = COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	14.94
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	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	15.00

TOTAL SHERIFF COSTS	243.62
----------------------------	---------------

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.50

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	59,404.02
INTEREST	5,995.84
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	1,617.34
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	2,970.20
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,000.00
TOTAL DEBT & INTEREST	70,987.40

COSTS:

ADVERTISING	321.93
TAXES - collector	PAID
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	243.62
LEGAL JOURNAL AD	171.00
PROTHONOTARY	127.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	1,038.05

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

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

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

ROBERT SNYDER
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A TERM & NO. 02-1696-CD
FIRST UNION NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE AGENCY

VS

DOCUMENT TO BE SERVED:

MICHAEL P. BEHRINGER AND NINA M. BEHRINGER

WRIT OF EXECUTION
NOTICE OF SALE
COPY OF LEVY

SERVE BY:

JUNE 30, 2003

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

SERVE: MICHAEL P. BEHRINGER AND NINA M. BEHRINGER

ADDRESS: 6 CHAMBORD DRIVE, PITTSBURGH, PA 15209-1006

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF ALLEGHENY COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 16th Day of JUNE 2003.

Respectfully,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

RUSKE
51 AD 51
(6)

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

THURSDAY 6/27
DENNIS SKOSNIK
Chief Deputy
30614

PLAINTIFF Wachovia Bank

VS

Michael P. Behringer

DEFT.

ADD. DEFT. SERVE: Michael P. Behringer

ADD. DEFT. 6 Chambord Drive

GARNIShee Pittsburgh, PA 15209-1006

ADDRESS

MUNICIPALITY or CITY WARD Shaler

DATE: June 16 19 2003

ATTY'S Phone

CASE# 02-1696-CD

EXPIRES SEP 03-03

SUMMONS/PRAECIPE

SEIZURE OR POSSESSION

NOTICE AND COMPLAINT

REVIVAL OF SCI FA

INTERROGATORIES

EXECUTION - LEVY OR GARNIShee

OTHER Writ, Notice of Sale, Copy of Levy

ATTY. Leon P. Haller

ADDRESS 1719 North Front Street

Harrisburg, PA 17102

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now, June 16 2003, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depelize the Sheriff of

ALLEGHENY

CLEARFIELD County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 16 day of June 2003 at 10:00 A.M. Address Above/Address Below & County of Allegheny, Pennsylvania

I have served in the manner described below: 16/6/03

Sheila R. O'Brien, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2004

19

10:00

at

JUL 14 2003

Shelia O'Brien

10:00 AM

Express

Defendant not found because: Moved Unknown No Answer Vacant Other

Certified Mail Receipt Envelope Returned Neither receipt or envelope returned: writ expired

Regular Mail Why: WITNESS NO Response from Def.

You are hereby notified that on 16, 19 2003, levy was made in the case of
Possession/Sale has been set for 16, 19 2003 at 10:00 o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS 1/24/03

PETER R. DEFAZIO, Sheriff

By James Deputy

District

Additional Costs Due \$, This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.

*Received
7-21-03*

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney

KUSH
PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

2 of 2627
DENNIS SKOSNIK
Chief Deputy

39614

PLAINTIFF Wachovia Bank

VS.

DEFT. Nina M. Behringer

ADD. DEFT. Serve Nina M. Behringer

ADD. DEFT. 6 Chambord Drive

ADD. DEFT. Pittsburgh, PA 15209-1006

GARNISHEE _____

ADDRESS _____

MUNICIPALITY or CITY WARD SHAKER

DATE: June 16 19 2003

ATTY'S Phone _____

CASE# 02-1696-C D
EXPIRES ASAP (6-30-03)
 SUMMONS/PRAECLP
 SEIZURE OR POSSESSION
 NOTICE AND COMPLAINT
 REVIVAL of SCI FA
 INTERROGATORIES
 EXECUTION - LEVY OR GARNISHEE
 OTHER Writ, Notice of Sale, Copy of Levy
ATTY. Leon P. Haller
ADDRESS 1719 North Front Street
Harrisburg, PA 17102

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now June 16 19 2003, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depelize the Sheriff of CLEARFIELD County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 19 day of July, 2003 at 10:00 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship _____
- Manager/Clerk of place of lodging in which Defendant(s) reside(s) _____
- Agent or person in charge of Defendant(s) office or usual place of business _____
- Other _____
- Property Posted _____

Notarial Seal
Sheila R. O'Brien, Notary Public
City of Pittsburgh, Allegheny County
Commission Expires June 19, 2004
Member, Pennsylvania Association of Notaries

JUL 14 2003

Sheila R. O'Brien

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Certified Mail Receipt Envelope Returned Neither receipt or envelope returned. Writ expired _____

Regular Mail Why Wrote to Resale from Bank

You are hereby notified that on 19 2003, levy was made in the case of _____
Possession/Sale has been set for 19 2003 at 10:00 o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

PETER R. DEFAZIO, Sheriff

By *Peter R. DeFazio* Deputy

District _____

Additional Costs Due \$ _____, This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

AFFIDAVIT OF SERVICE OF PROCESS

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY
Plaintiff

NO. 02-1696-CD

CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

versus

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER
Defendant

Know all persons by these presents that I, Antione P Malloy, was assigned to duly execute this service upon the following defendant: **NINA M. BEHRINGER** at 6 CHAMBORD DRIVE, PITTSBURGH, PA 15209-1006 I hereby depose and say:

- 1) That I am of the necessary age and sound mind to execute said service.
- 2) That I am not a party to the action or have any interest in it.
- 3) That I am an agent of Timothy C. Hoover, a Lehigh County, Pennsylvania licensed private investigator.

I hereby certify that on 07/18/03 at approximately 7:30 a.m. p.m. a true and correct copy of the NOTICE OF SHERIFF'S SALE were served on the above-named party or witness in the following manner:

I personally delivered them into the hands of the person to be served.

By leaving a copy at his/her usual place of abode with Michael Behring & Rose relationship to the defendant is Husband, and who is of suitable age and discretion and also residing therein.

By leaving a copy with _____, the manager/clerk of place of lodging in which defendant resides.

By leaving a copy with _____, the agent in charge of defendant's office or usual place of business. Job title or position of agent is _____.

After due and diligent efforts, *described below*, I was unable to serve the process because: _____

Description of Recipient:

Sex: male Race: white Approximate Height: 6' Approximate Weight: 190lb Approximate Age: 32

FURTHER AFFIDAVIT SAYTH NOT.

Antione P Malloy
Signature of Process Server

Antione P Malloy
Pa State Constable #1442

Subscribed and sworn to before me this 1st day of July, 2003.

Antione P Malloy
Notary Public

NOTARY COMMISSIONED AT ADAM

NOTARY COMMISSIONED AT ADAM
ANNAPOLIS, MARYLAND, SWARDING DISTRICT JUSTICE
DISTRICT JUSTICE
ON THE

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

AFFIDAVIT OF SERVICE OF PROCESS

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY
Plaintiff

NO. 02-1696-CD
CIVIL ACTION – LAW
IN MORTGAGE FORECLOSURE

versus

NINA M. BEHRINGER AND MICHAEL P.
BEHRINGER
Defendant

Know all persons by these presents that I, Antione P. Malloy, was assigned to duly execute this service upon the following defendant: **MICHAEL P. BEHRINGER** at 6 CHAMBORD DRIVE, PITTSBURGH, PA 15209-1006 I hereby depose and say:

- 1) That I am of the necessary age and sound mind to execute said service.
- 2) That I am not a party to the action or have any interest in it.
- 3) That I am an agent of Timothy C. Hoover, a Lehigh County, Pennsylvania licensed private investigator.

I hereby certify that on 07/18/03 at approximately 7:30 a.m. p.m. a true and correct copy of the NOTICE OF SHERIFF'S SALE were served on the above-named party or witness in the following manner:

I personally delivered them into the hands of the person to be served.

By leaving a copy at his/her usual place of abode with _____, whose relationship to the defendant is _____, and who is of suitable age and discretion and also residing therein.

By leaving a copy with _____, the manager/clerk of place of lodging in which defendant resides.

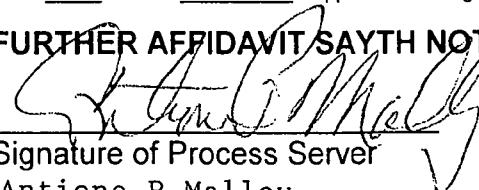
By leaving a copy with _____, the agent in charge of defendant's office or usual place of business. Job title or position of agent is _____.

After due and diligent efforts, *described below*, I was unable to serve the process because: _____

Description of Recipient:

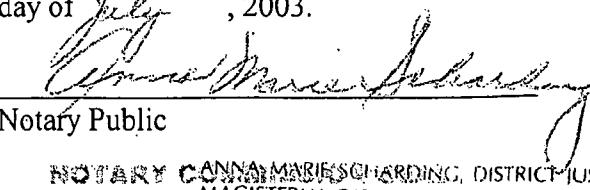
Sex: male Race: white Approximate Height: 6' Approximate Weight: 190lb Approximate Age: 32

FURTHER AFFIDAVIT SAYTH NOT.


Signature of Process Server

Antione P Malloy
Pa State Constable #1442

Subscribed and sworn to before me this 18 day of July, 2003.


Notary Public

NOTARY COMMISSION STAMP

NOTARY COMMISSION STAMP
MAGISTERIAL DISTRICT 05-3-15
MY COMMISSION EXPIRES ON THE
FIRST MONDAY IN JANUARY, 2008

PURCELL, KRUG & HALLER
1719 N. FRONT STREET
HARRISBURG, PA 17102
PH: 717-234-4178 X 146
FAX: 717-234-8504

fax transmittal

To: **SHERIFF'S OFFICE**

Clearfield County Sheriff
230 E. Market St.
Clearfield, PA 16830

Fax: 814-765-5915

Phone: 814-765-2641, Ext. 5989

Re: **SHERIFF'S SALE**

**NINA M. BEHRINGER MICHAEL P.
BEHRINGER**

02-1696-CD

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

Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 08/01/03 TO YOUR
NEXT SCHEDULED SALE DATE. PLEASE PROVIDE ME WITH YOUR NEXT
SCHEDULED SALE DATE AS SOON AS POSSIBLE. IT HAS TO BE A DATE AFTER 8/19
DUE TO SERVICE WAS COMPLETED ON 7/18. IF YOU HAVE ANY QUESTIONS,
PLEASE CALL ME AT 717-234-4178 EXT. 146.

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

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

For delivery information visit our website at www.usps.com

OFFICIAL MAIL

Postage \$.60

Certified Fee \$.60

Return Recipient Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$ 4.65

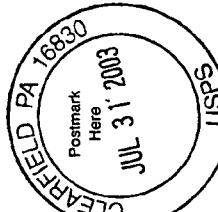
Postmark: JUL 10 2003
DA 16830
CLEARFIELD, PA
Postmark Here

USPS

See Reverse for Instructions

PS Form 3801, June 2002

Street/ Apt. No. or PO Box No.	6 Chambord Drive
City, State, Zip/4	Pittsburgh, PA 15209-1006
sent to	Nina M. Behringer

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only: No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
	
OFFICIAL USE	
Postage	\$.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
<i>Street, Apt. No., or PO Box No.</i> <i>6 Chambord Drive</i> <i>City, State 21244-4006</i> <i>Pittsburgh, PA 15209-1006</i>	
<i>See Reverse for Instructions</i>	

110

Service type		<input type="checkbox"/> Registered Mail	<input type="checkbox"/> Express Mail
		<input checked="" type="checkbox"/> Insured Mail	<input type="checkbox"/> Return Receipt for Merchandise
		<input type="checkbox"/> Registered	<input type="checkbox"/> C.O.D.
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7002 2410 0003 7224 1456	
PS Form 3811, August 2001		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		RECIPIENT: COMPLETE THIS SECTION	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature </p> <p>B. Received by / Printed Name Michael P. Behringer</p> <p>C. Date of Delivery 10-29-07</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below: 100 Chambord Drive</p> <p>SP 2003</p>	
<p>1. Article Addressed to:</p> <p>Michael P. Behringer 6 Chambord Drive Pittsburgh, PA 15209-1006</p>			

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input checked="" type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
5. Article Number (Transfer from service label)	
7002 2410 0003 7224 1463	
GSA Form 3811 August 2001 Domestic Rate Schedule	