

02-1707-CD
WASHINGTON MUTUAL BANK vs. RANDY A. HALE, et al

WASHINGTON MUTUAL BANK, FA F/K/A PNC
MORTGAGE CORP. OF AMERICA
Plaintiff

VS.

RANDY A. HALE AND
ANGELA M. HALE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707- CD

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

NOTICE

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

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

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

AVISO

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA 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.

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DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
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FILED

OCT 30 2002

**William A. Shaw
Prothonotary**

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA.,
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

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

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

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

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

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: ACTION OF MORTGAGE FORECLOSURE
:
: 02-1707-C

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WASHINGTON MUTUAL BANK, FA F/K/A PNC MORTGAGE CORP. OF AMERICA, is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, RANDY A. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, ANGELA M. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 14, 1999, the said Defendants, executed and delivered a Mortgage Note in the sum of \$31,600.00 payable to TOWNE & COUNTRY MORTGAGE CORP. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendants.
Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 199907872 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PNC MORTGAGE CORP. OF AMERICA and recorded in the aforesaid County in Instrument No. 199907873. PNC Mortgage Corp. of America is now known as Washington Mutual Bank, FA. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA.
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 April 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$30,774.00
Interest at \$6.53 per day From 03/01/2002 To 11/01/2002 (based on contract rate of 7.750%)	\$1,795.75
Accumulated Late Charges	\$104.03
Late Charges \$12.20 From 04/01/2002 to 11/01/2002	\$109.79
Escrow Balance	\$409.63
Attorney's Fee at 5% of Principal Balance	\$1,538.70
TOTAL	\$34,731.90

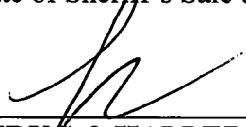
**Together with interest at the per diem rate noted above after November 01, 2002 and other charges and costs to date of Sheriff's Sale.

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 has been sent to Defendants by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "A".

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 7.750% (\$6.53 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)

SEPTEMBER 24, 2002

ANGELA M. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):

RANDY A. HALE

ANGELA M. HALE

PROPERTY ADDRESS:

110 DENTON AVENUE

DUBOIS, PA 15801

LOAN ACCT. NUMBER:

5238889223

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Washington Mutual Home Loans, Inc.

Exhibit "A"

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.**

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

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

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

110 DENTON AVE DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Monthly Installments:	4/1/02	\$ 304.90
	5/1/02	\$ 304.90
	6/1/02	\$ 304.90
	7/1/02	\$ 304.80
	8/1/02	\$ 304.80
	9/1/02	\$ 304.80
Uncollected Late Charges		\$ 91.84
Uncollected Fees:		\$
Less Credits		\$
TOTAL AMOUNT PAST DUE:		\$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRY (30) DAYS of the date of this letter: (Not applicable):

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

*** IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

SEPTEMBER 24, 2002

RANDY A. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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HOMEOWNER'S NAME(S):

RANDY A. HALE

PROPERTY ADDRESS:

ANGELA M. HALE
110 DENTON AVENUE

LOAN ACCT. NUMBER:

DUBOIS, PA 15801
5238889223

ORIGINAL LENDER:

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

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	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
Attention: Cashiering
P.O. Box 3147
Milwaukee, WI 53201-3147

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• **IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

VERIFICATION

I, the undersigned hereby verify that I am a representative of the plaintiff and I am authorized to make this Verification. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my information and belief and that this statement is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to the authorities.

DATE: October 29, 2002

Dean
Name: Dean LaRocha
Title: Asst. Secretary
Company: Washington Mutual Bank FA
F/K/A PNC MORTGAGE CORP. OF AMERICA

JAN. 24, 2003 Document
Reinstated/Reissued to Sheriff/Attorney
for service. 2 cm. 4 cm

Weller
Deputy Prothonotary

FILED

11:28 AM 30 OCT 2002
m
OCT 30 2002

William A. Shaw
Prothonotary

WASHINGTON MUTUAL BANK, FA
F/K/A PNC MORTGAGE CORP. OF
AMERICA,

Plaintiff

Vs.

RANDY A. HALE AND ANGELA M.
HALE,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD CO, PENNSYLVANIA
:
:
: No.02-1707-CD
:
:
: CIVIL ACTION - LAW -
: IN MORTGAGE FORECLOSURE

**VOLUNTARY SUBSTITUTION OF WASHINGTON MUTUAL BANK, FA
SUCCESSOR IN INTEREST TO PNC MORTGAG CORP. OF AMERICA
PURSUANT TO RULE 2352 (a)**

1. PNC Mortgage Corp. of America, is the last assignee of record. Washington Mutual Bank, FA is the successor in interest to PNC Mortgage Corp. of America and wishes to substitute itself for Plaintiff.
2. Material facts in which the right of succession and substitution is based are as follows:
 - (a) On May 17, 1999, Towne and Country Mortgage Corp. assigned all of its right, title and interest to PNC Mortgage Corp. of America as Instrument Number 199907873.
 - (b) On May 17, 1999, a corrective Assignment to PNC Mortgage Corp. of America was recorded as Instrument Number 199908777.
 - (c) On January 31, 2001, Washington Mutual Bank, FA acquired PNC Mortgage Corp. of America.

FILED

JAN 16 2003

W. A. Shaw

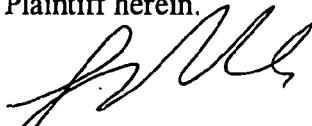
William A. Shaw
Prothonotary/Clerk of Courts

1/16/03

EGS

3. Washington Mutual Bank, FA successor in interest to PNC Mortgage Corp. of America does voluntarily substitute itself as Plaintiff herein.

BY:


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

Date: January 9, 2003

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

Plaintiff

vs.

RANDY A. HALE AND ANGELA M. HALE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-CD

ORDER FOR SERVICE

AND NOW, to wit, this 17 day of Sept 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendants, RANDY A. HALE and ANGELA M. HALE, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendants, RANDY A. HALE and ANGELA M. HALE, by posting a copy of the original Complaint on the most public part of the property located at 110 DENTON AVENUE, DUBOIS, PA 15801 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendants, RANDY A. HALE and ANGELA M. HALE at their last known addresses located at 110 DENTON AVENUE, DUBOIS, PA 15801 and RR1 BOX 208A, DUBOIS, PA 15801 and by publication pursuant to Rule 430(b); AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT

J. Shaw FILED

JAN 17 2003

William A. Shaw
Prothonotary

FILED
10/15/03 cc to any Search
JAN 17 2003

William A. Shaw
Prothonotary

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

Plaintiff

vs.

RANDY A. HALE AND ANGELA M. HALE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-CD

FILED

JAN 17 2003

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

William A. Shaw
Prothonotary

Plaintiff, WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON
MUTUAL HOME LOANS, INC. SUCCESSOR IN INTEREST TO PNC MORTGAGE CORP. OF AMERICA
through its counsel, Leon P. Haller, Esquire, hereby respectfully submits:

1. Plaintiff has brought a mortgage foreclosure action whereupon it seeks to foreclose against certain property owned by the Defendants located at 110 DENTON AVENUE, DUBOIS, PA 15801.
2. The Sheriff's office has been unable to serve Defendants, RANDY A. HALE and ANGELA M. HALE with a copy of the Complaint at the property or at any address found through the skip trace investigation.
3. Plaintiff has conducted an investigation, in order to determine the whereabouts of Defendants as set forth on the attached Affidavit.
4. Notwithstanding the investigation as set forth in the within Affidavit, Plaintiff has been unable to serve said Defendants.
5. The following addresses have been attempted for service with these results:

110 DENTON AVENUE, DUBOIS, PA 15801: Vacant

RR 1, BOX 208A, DUBOIS, PA 15801: Defendants no longer live here.

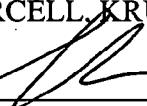
Due to backlog in Sheriff's Office, these returns have not been received by Purcell, Krug and Haller.

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

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

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

PURCELL, KRUG & HALLER

BY 

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

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

Plaintiff

Vs.

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION LAW
: NO. 02-1707-CD
:
: IN MORTGAGE FORECLOSURE

RANDY A. HALE AND ANGELA M. HALE,
Defendants

AFFIDAVIT OF REASONABLE INVESTIGATION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DAUPHIN : ss:

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

That he has attempted to confirm the whereabouts of the Defendants RANDY A. HALE and ANGELA M. HALE in the above case, by conducting a reasonable search, which search included one or more of the following as indicated by a checkmark:

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

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

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

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

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

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

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

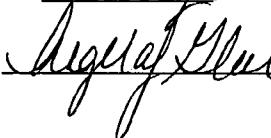
PURCELL, KRUG & HALLER

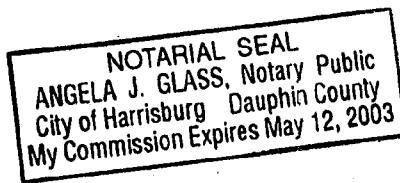
BY: 

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

Attorney for Plaintiff
Attorney ID# 15700

Sworn to and subscribed
Before me on this 15 day
Of January, 2003

 (Notary)



October 29, 2002

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

Postmaster
DUBOIS, PA 15801
City, State, Zip Code

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

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

RANDY A. HALE AND ANGELA M. HALE
Address: 110 DENTON AVENUE, DUBOIS, PA 15801

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

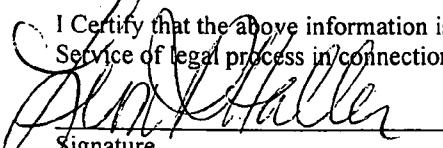
The following information is provided in accordance with 39 CFR 265.5(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or party except a corporation acting pro se must cite statute): NOT APPLICABLE
3. The names of all known parties to the litigation: RANDY A. HALE ANGELA M. HALE, Defendant : WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR IN INTEREST BY MERGER TO FLEET MORTGAGE CORP., Plaintiff
4. The court in which the case has been or will be heard. COURT OF COMMON PLEAS, CLEARFIELD COUNTY
5. The docket or other identifying number if one has been issued: None as of above date
6. The capacity in which this individual is to be served (e.g. defendant or witness)
DEFENDANT

WARNING

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

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


Signature

Leon P. Haller, Esquire
Printed Name

Address:
1719 N. Front Street
Harrisburg, PA 17102

BOXHOLDER'S POSTMARK
 Not known at address given.
 Moved. Left no forwarding address.
 No such address

POST OFFICE USE ONLY
 No Change of address order on file. NEW ADDRESS or

NAME and STREET ADDRESS

RR 1 Box 208A
Dubois, PA 15801

TRANS UNION REPORT - TRACE

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 11/14/02		Reported
Name	HALE, RANDY A	
SSN	412-27-3221	
Address	2, RR 2 POB 274, REYNOLDSVILLE, PA, 15851	
Address	274, RR 2 BOX 274, REYNOLDSVILLE, PA, 15851	
Address	110, DENTON, AV, DU BOIS, PA, 15801	
		6/1/99
		3/1/98

Serviced By:

CREDIT PLUS SOLUTIONS GROUP
 P.O. BOX 67533
 Chester, PA. 19022
 800 888-4213

END OF REPORT - TRANS UNION - 11/14/02, 10:04:14 CT

TRANS UNION REPORT - TRACE

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 11/14/02		Reported
Name	HALE, ANGELA M	
SSN	177-62-1839	
Address	110, DENTON, AV, DU BOIS, PA, 15801	
Address	18, S, 3RD, ST, DU BOIS, PA, 15801	
Address	2, RR 2 POB 274, REYNOLDSVILLE, PA, 15851	
		6/1/99
		3/1/98

Serviced By:

CREDIT PLUS SOLUTIONS GROUP
 P.O. BOX 67533
 Chester, PA. 19022
 800 888-4213

END OF REPORT - TRANS UNION - 11/14/02, 10:04:14 CT

Continue **Logoff**

Westlaw Attached Printing Summary Report

for

DUNN, SHARON 3942411 Thursday, November 14, 2002 10:15:43 Central

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Request Created Date/Time: Thursday, November 14, 2002 10:15:00 Central

Client Identifier: 1003061925

DataBase: PEOPLE-FIND

Query Text: SSN(412-27-3221)

Print Command: Current document,Complete result

Lines: 39

Lines Charged: 39

Documents: 1

Documents Charged: 0

Images: 0

Images Charged: 0

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

Information Current Through: 09/30/2002

Database Last Updated: 10/10/2002

Updated Frequency: Monthly

Current Date: 11/14/2002

Source: Trans Union

Individual Information

Name: HALE, RANDY A

SSN: 412-27-XXXX

Date of Birth: 07/1947

On File Since: 08/01/1993

Phone: 371-3784

Current Address Information

Current Address: 2 RR 2 POB 274

REYNOLDSVILLE, PA 15851

Address Last Reported: 06/01/1999

Previous or Additional Address Information

Previous Address: ? POB 3

REYNOLDSVILLE, PA 15851

Address Last Reported: 07/19/2001

Previous Address: 18 3RD ST

DU BOIS, PA 15801

Address Last Reported: 11/13/2000

Previous Address: 110 DENTON AV

DU BOIS, PA 15801

Address Last Reported: 03/01/1998

Previous Address: 274 RR 2 BOX 274

REYNOLDSVILLE, PA 15851-9734

Address Last Reported: 07/13/2001

Previous Address: 108 OLIVE AV

DU BOIS, PA 15801

Address Last Reported: 07/19/2001

Previous Address: 202 MAIN ST

SYKESVILLE, PA 15865

Address Last Reported: 07/19/2001

END OF DOCUMENT

Westlaw Attached Printing Summary Report

for

DUNN, SHARON 3942411 Thursday, November 14, 2002 10:16:47 Central

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Request Created Date/Time:	Thursday, November 14, 2002 10:16:00 Central
Client Identifier:	1003061925
DataBase:	PEOPLE-FIND
Query Text:	SSN(177-62-1839)
Print Command:	Current document,Complete result
Lines:	33
Lines Charged:	33
Documents:	1
Documents Charged:	0
Images:	0
Images Charged:	0

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Information Current Through: 09/30/2002

Database Last Updated: 10/10/2002

Updated Frequency: Monthly

Current Date: 11/14/2002

Source: Trans Union

Individual Information

Name: HALE, ANGELA M

SSN: 177-62-XXXX

Estimated Date of Birth: 09/1968

On File Since: 03/01/1995

Phone: 894-5694

Current Address Information

Current Address: 110 DENTON AV

DU BOIS, PA 15801

Address Last Reported: 06/01/1999

Previous or Additional Address Information

Previous Address: 108 OLIVE AV

DU BOIS, PA 15801

Address Last Reported: 07/18/2001

Previous Address: 202 MAIN ST

SYKESVILLE, PA 15865

Address Last Reported: 07/18/2001

Previous Address: 2 RR 2 POB 274

REYNOLDSVILLE, PA 15851

Address Last Reported: 11/13/2000

Previous Address: 18 3RD ST

DU BOIS, PA 15801

Address Last Reported: 03/01/1998

Westlaw Attached Printing Summary Report

for

DUNN, SHARON 3942411 Thursday, November 14, 2002 10:17:33 Central

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Request Created Date/Time:	Thursday, November 14, 2002 10:17:00 Central
Client Identifier:	1003061925
DataBase:	SSN-ALERT
Query Text:	SSN(412-27-3221)
Print Command:	Current document,Complete result
Lines:	10
Lines Charged:	10
Documents:	1
Documents Charged:	0
Images:	0
Images Charged:	0

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SOCIAL SECURITY NUMBER RECORD

Name: Hale Randy A

Address: 110 Denton Ave

Du Bois, PA 15801-1209

Alert Note:SSN MATCH

Westlaw Attached Printing Summary Report

for

DUNN, SHARON 3942411 Thursday, November 14, 2002 10:18:10 Central

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Request Created Date/Time:	Thursday, November 14, 2002 10:18:00 Central
Client Identifier:	1003061925
DataBase:	SSN-ALERT
Query Text:	SSN(177-62-1839)
Print Command:	Current document,Complete result
Lines:	10
Lines Charged:	10
Documents:	1
Documents Charged:	0
Images:	0
Images Charged:	0

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SOCIAL SECURITY NUMBER RECORD

Name: Hale Angela M

Address: 110 Denton Ave

Du Bois, PA 15801-1209

Alert Note: SSN MATCH

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
11/20/02

LEON HALLER
1719 N FRONT STREET
HARRISBURG PA 17102-0000

023241797000022 002

Dear Customer:

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

NAME : HALE,ANGELA M

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

Sincerely,

Customer Service Team
Bureau of Motor Vehicles

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

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
11/20/02

LEON HALLER
1719 N FRONT STREET
HARRISBURG PA 17102-0000

023241797000022 001

Dear Customer:

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

NAME : HALE,RANDY A

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

Sincerely,

Customer Service Team
Bureau of Motor Vehicles

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

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

FILED

0 10:24 PM 1/17/2003 to Betsy Petersen

 JAN 17 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13258

WASHINGTON MUTUAL BANK

02-1707-CD

VS.

HALE, RANDY A. & ANGELA M.

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
RANDY A. HALE and ANGELA M HALE, DEFENDANTS. MOVED LEFT NO
FORWARDING ADDRESS.**

**NOW JANUARY 16, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO
OCCUPANT/TENANT AT 110 DENTON AVE., DUBOIS, PA. THE HOUSE IS EMPTY.**

Return Costs

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

FILED

JAN 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

17th Day Of January 2003
William A. Shaw 9:22

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

So Answers,

Chester A. Hawkins
My Manly Hazz
Chester A. Hawkins
Sheriff

WASHINGTON MUTUAL BANK, FA F/K/A PNC
MORTGAGE CORP. OF AMERICA
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-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.

RECUEERDE: 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 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

*...unjustified copy of the original
statement filed in this case.*

OCT 30 2002

Attest.

William L. Brown
Prothonotary

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 7.750% (\$6.53 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)

SEPTEMBER 24, 2002

ANGELA M. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	RANDY A. HALE
	ANGELA M. HALE
PROPERTY ADDRESS:	110 DENTON AVENUE
	DUBOIS, PA 15801
LOAN ACCT. NUMBER:	5238889223
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	Washington Mutual Home Loans, Inc.

Exhibit "A"

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

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

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

110 DENTON AVE DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Monthly Installments:	4/1/02	\$ 304.90
	5/1/02	\$ 304.90
	6/1/02	\$ 304.90
	7/1/02	\$ 304.80
	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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

*** IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or _____ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

SEPTEMBER 24, 2002

RANDY A. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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HOMEOWNER'S NAME(S):

RANDY A. HALE

ANGELA M. HALE

PROPERTY ADDRESS:

110 DENTON AVENUE

DUBOIS, PA 15801

LOAN ACCT. NUMBER:

5238889223

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Washington Mutual Home Loans, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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	9/1/02 \$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: **\$ 1920.94**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

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 Attention: Cashiering
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 Milwaukee, WI 53201-3147

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* **IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

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Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

VERIFICATION

I, the undersigned hereby verify that I am a representative of the plaintiff and I am authorized to make this Verification. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my information and belief and that this statement is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to the authorities.

DATE: October 29, 2002



Name: Dean LaRocha
Title: Asst. Secretary
Company: Washington Mutual Bank FA
F/K/A PNC MORTGAGE CORP. OF AMERICA

WASHINGTON MUTUAL BANK, FA F/K/A PNC
MORTGAGE CORP. OF AMERICA

Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-CD

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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 REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

*...a true copy of the original
statement filed in this case.*

OCT 30 2002

Attest.

William J. Hale
Prothonotary

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA.,
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

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

: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE

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

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

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

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WASHINGTON MUTUAL BANK, FA F/K/A PNC MORTGAGE CORP. OF AMERICA, is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, RANDY A. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, ANGELA M. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 14, 1999, the said Defendants, executed and delivered a Mortgage Note in the sum of \$31,600.00 payable to TOWNE & COUNTRY MORTGAGE CORP. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendants.

Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.

4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 199907872 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PNC MORTGAGE CORP. OF AMERICA and recorded in the aforesaid County in Instrument No. 199907873. PNC Mortgage Corp. of America is now known as Washington Mutual Bank, FA. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA.

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 April 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$30,774.00
Interest at \$6.53 per day From 03/01/2002 To 11/01/2002 (based on contract rate of 7.750%)	\$1,795.75
Accumulated Late Charges	\$104.03
Late Charges \$12.20 From 04/01/2002 to 11/01/2002	\$109.79
Escrow Balance	\$409.63
Attorney's Fee at 5% of Principal Balance	\$1,538.70
TOTAL	\$34,731.90

**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.

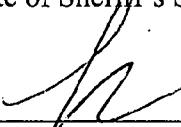
The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred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

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

9. Notice of Intention to Foreclose has been sent to Defendants by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "A".

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 7.750% (\$6.53 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)

SEPTEMBER 24, 2002

ANGELA M. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):

RANDY A. HALE

ANGELA M. HALE

PROPERTY ADDRESS:

110 DENTON AVENUE

DUBOIS, PA 15801

LOAN ACCT. NUMBER:

5238889223

ORIGINAL LENDER:

CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

Exhibit "A"

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

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

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

110 DENTON AVE DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Monthly Installments:	4/1/02	\$ 304.90
	5/1/02	\$ 304.90
	6/1/02	\$ 304.90
	7/1/02	\$ 304.80
	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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

*** IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or _____ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

SEPTEMBER 24, 2002

RANDY A. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):

RANDY A. HALE

ANGELA M. HALE

PROPERTY ADDRESS:

110 DENTON AVENUE

DUBOIS, PA 15801

LOAN ACCT. NUMBER:

5238889223

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Washington Mutual Home Loans, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

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

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

110 DENTON AVE DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Monthly Installments:	4/1/02	\$ 304.90
	5/1/02	\$ 304.90
	6/1/02	\$ 304.90
	7/1/02	\$ 304.80
	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRY (30) DAYS of the date of this letter: (Not applicable):

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

* **IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or _____ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

VERIFICATION

I, the undersigned hereby verify that I am a representative of the plaintiff and I am authorized to make this Verification. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my information and belief and that this statement is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to the authorities.

DATE: October 29, 2002

Dean

Name: Dean LaRocha
Title: Asst. Secretary
Company: Washington Mutual Bank FA
F/K/A PNC MORTGAGE CORP. OF AMERICA

WASHINGTON MUTUAL BANK, FA F/K/A PNC
MORTGAGE CORP. OF AMERICA
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-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 COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y
REQUERIRÁ 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

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

OCT 30 2002

Attest.

William L. Blair
Prothonotary

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA,
Plaintiff

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

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE

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

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

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

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WASHINGTON MUTUAL BANK, FA F/K/A PNC MORTGAGE CORP. OF AMERICA, is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, RANDY A. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, ANGELA M. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 14, 1999, the said Defendants, executed and delivered a Mortgage Note in the sum of \$31,600.00 payable to TOWNE & COUNTRY MORTGAGE CORP. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendants.

Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.

4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 199907872 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PNC MORTGAGE CORP. OF AMERICA and recorded in the aforesaid County in Instrument No. 199907873. PNC Mortgage Corp. of America is now known as Washington Mutual Bank, FA. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA.
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 April 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$30,774.00
Interest at \$6.53 per day From 03/01/2002 To 11/01/2002 (based on contract rate of 7.750%)	\$1,795.75
Accumulated Late Charges	\$104.03
Late Charges \$12.20 From 04/01/2002 to 11/01/2002	\$109.79
Escrow Balance	\$409.63
Attorney's Fee at 5% of Principal Balance	\$1,538.70
<hr/>	
TOTAL	\$34,731.90

**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.

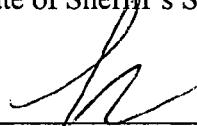
The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred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

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to Foreclose has been sent to Defendants by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "A".

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 7.750% (\$6.53 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)

SEPTEMBER 24, 2002

ANGELA M. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	RANDY A. HALE
	ANGELA M. HALE
PROPERTY ADDRESS:	110 DENTON AVENUE
	DUBOIS, PA 15801
LOAN ACCT. NUMBER:	5238889223
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	Washington Mutual Home Loans, Inc.

Exhibit "A"

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

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

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

110 DENTON AVE. DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Monthly Installments:	4/1/02	\$ 304.90
	5/1/02	\$ 304.90
	6/1/02	\$ 304.90
	7/1/02	\$ 304.80
	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRY (30) DAYS of the date of this letter. (Not applicable):

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

*** IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

SEPTEMBER 24, 2002

RANDY A. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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HOMEOWNER'S NAME(S):

RANDY A. HALE

ANGELA M. HALE

PROPERTY ADDRESS:

110 DENTON AVENUE

DUBOIS, PA 15801

LOAN ACCT. NUMBER:

5238889223

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Washington Mutual Home Loans, Inc.

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

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	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRY (30) DAYS of the date of this letter: (Not applicable):

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

* **IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 106500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

VERIFICATION

I, the undersigned hereby verify that I am a representative of the plaintiff and I am authorized to make this Verification. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my information and belief and that this statement is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to the authorities.

DATE: October 29, 2002


Name: Dean LaRocha
Title: Asst. Secretary
Company: Washington Mutual Bank FA
F/K/A PNC MORTGAGE CORP. OF AMERICA

COPY

WASHINGTON MUTUAL BANK, FA F/K/A PNC
MORTGAGE CORP. OF AMERICA

Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-C0

**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

*Each document in this case is original
statement filed in this case.*

OCT 30 2002

Attest.

William J. Hause
Prothonotary

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

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

: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE

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

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

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

WASHINGTON MUTUAL BANK, FA F/K/A
PNC MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

RANDY A. HALE AND
ANGELA M. HALE,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WASHINGTON MUTUAL BANK, FA F/K/A PNC MORTGAGE CORP. OF AMERICA, is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, RANDY A. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, ANGELA M. HALE, is an adult individual, whose last known address is 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, May 14, 1999, the said Defendants, executed and delivered a Mortgage Note in the sum of \$31,600.00 payable to TOWNE & COUNTRY MORTGAGE CORP. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendants.
Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 199907872 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PNC MORTGAGE CORP. OF AMERICA and recorded in the aforesaid County in Instrument No. 199907873. PNC Mortgage Corp. of America is now known as Washington Mutual Bank, FA. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 110 DENTON AVENUE, DUBOIS, PENNSYLVANIA.
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 April 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$30,774.00
Interest at \$6.53 per day From 03/01/2002 To 11/01/2002 (based on contract rate of 7.750%)	\$1,795.75
Accumulated Late Charges	\$104.03
Late Charges \$12.20 From 04/01/2002 to 11/01/2002	\$109.79
Escrow Balance	\$409.63
Attorney's Fee at 5% of Principal Balance	\$1,538.70
TOTAL	\$34,731.90

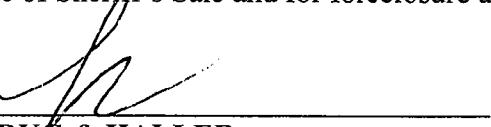
**Together with interest at the per diem rate noted above after November 01, 2002 and other charges and costs to date of Sheriff's Sale.

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 has been sent to Defendants by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "A".

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 7.750% (\$6.53 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)

SEPTEMBER 24, 2002

ANGELA M. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	RANDY A. HALE
	ANGELA M. HALE
PROPERTY ADDRESS:	110 DENTON AVENUE
	DUBOIS, PA 15801
LOAN ACCT. NUMBER:	5238889223
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	Washington Mutual Home Loans, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender **immediately** of your intentions.

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

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at

110 DENTON AVE DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Monthly Installments:	4/1/02	\$ 304.90
	5/1/02	\$ 304.90
	6/1/02	\$ 304.90
	7/1/02	\$ 304.80
	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1298.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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

*** IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 100500
Florence, SC 29501-0500
Phone Number: 800-254-3677
Fax Number: 843-673-4533
Contact Person: Collection Department

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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

SEPTEMBER 24, 2002

RANDY A. HALE
110 DENTON AVE
DUBOIS, PA 15801

RE: ACCOUNT # 5238889223

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This Notice explains how the program works.

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HOMEOWNER'S NAME(S):

RANDY A. HALE

PROPERTY ADDRESS:

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

LOAN ACCT. NUMBER:

5238889223

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Washington Mutual Home Loans, Inc.

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- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

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

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

110 DENTON AVE DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Monthly Installments:	4/1/02	\$ 304.90
	5/1/02	\$ 304.90
	6/1/02	\$ 304.90
	7/1/02	\$ 304.80
	8/1/02	\$ 304.80
	9/1/02	\$ 304.80

Uncollected Late Charges	\$ 91.84
Uncollected Fees:	\$
Less Credits	\$

TOTAL AMOUNT PAST DUE: \$ 1920.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRY (30) DAYS of the date of this notice BY PAYING THE **TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1290.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Home Loans, Inc.
 Attention: Cashiering
 P.O. Box 3147
 Milwaukee, WI 53201-3147

You can cure any other default by taking the following action within THIRY (30) DAYS of the date of this letter: (Not applicable):

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

*** IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Washington Mutual Home Loans, Inc.
Address: P.O. Box 10500
Phone Number: Florence, SC 29501-0500
Fax Number: 800-254-3677
Contact Person: 843-673-4533
Collection Department

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

ASSUMPTION OF MORTGAGE - You x may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Applicable Law requires us to inform you that, under these circumstances, we are acting as a debt collector, we are attempting to collect a debt, and any information will be used for that purpose.

VERIFICATION

I, the undersigned hereby verify that I am a representative of the plaintiff and I am authorized to make this Verification. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my information and belief and that this statement is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to the authorities.

DATE: October 29, 2002

Dean _____
Name: Dean LaRocha
Title: Asst. Secretary
Company: Washington Mutual Bank FA
F/K/A PNC MORTGAGE CORP. OF AMERICA

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

Plaintiff

vs.

RANDY A. HALE AND ANGELA M. HALE

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 02-1707-CD

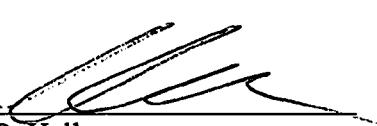
PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: January 23, 2003

PURCELL, KRUG, & HALLER

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

FILED

JAN 24 2003

VR 12:30 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 CERT TO ATTY

2 REINSTATE COMPLAINT TO
SUER

4 REINSTATE TO ATTY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13258

WASHINGTON MUTUAL BANK

02-1707-CD

VS.

HALE, RANDY A. & ANGELA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 30, 2003 AT 11:35 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF RANDY A. HALE AND ANGELA M. HALE, DEFENDANTS AT 110 DENTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: RYEN/COUDRIET

Return Costs

Cost	Description
27.72	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: <i>Atty.</i>

Sworn to Before Me This
13th Day Of Feb 2003
WILLIAM A. SHAW

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

So Answers,

*Chester A. Hawkins
by Marilynn Hamps*

Chester A. Hawkins

Sheriff

FILED

FEB 13 2003

012515 p-az

William A. Shaw
Prothonotary

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

Plaintiff

Vs.

RANDY A. HALE AND ANGELA M. HALE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No. 02-1707-CD

CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

PROOF OF PUBLICATION

PURCELL, KRUG & HALLER


Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney ID # 15700
Attorney for Plaintiff

FILED
M 12 21 2003
FEB 20 2003
NO CC
E GZT

William A. Shaw
Prothonotary

REBURN
NOTICE OF ACTION IN MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PA
CIVIL ACTION - LAW

PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

McLEAN PUBLISHING COMPANY,
BOIS PENNSYLVANIA

Approved May 16, 1929, P.L. 1784

WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER
TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF AMERICA
THE PLAINTIFF,

vs.
RANDY A. HALE AND ANGELA M. HALE
DEFENDANTS

MORTGAGE FORECLOSURE
NO. 02-1707-CD

TO RANDY A. HALE AND ANGELA M. HALE:

You are hereby notified that on October 30, 2002, Plaintiff,
WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER
TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR IN
INTEREST TO PNC MORTGAGE CORP. OF AMERICA, filed a
Mortgage Foreclosure Complaint endorsed with a Notice of Defend
against the above Defendants, in the Court of Common Pleas of
Clearfield County, Pennsylvania, docketed to No. 02-1707-CD
wherein Plaintiff seeks to foreclose its mortgage securing the proper
erty located at 110 DENTON AVENUE, DUBOIS, PA 15801 whereupon
the property would be sold by the Sheriff of Clearfield County.

You are hereby notified to plead to the above referenced Complaint
within 20 DAYS from the date of this publication or a Judgment
will be entered against you.

NOTICE

You have been sued in Court. If you wish to defend, you must enter
a written appearance personally or by attorney, and file your defenses
in writing with the Court. You are warned that if you
fail to do so, the case may proceed without you and a Judgment may
be entered against you without further notice for the relief requested
by the Plaintiff. You may lose money or property or other rights
important to you.

YOU SHOULD TAKE THIS NOTICE 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.

Name: David S. Meholick, Court Administrator
Address: Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Telephone number: 814-765-2641 Ext. 5982

Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102
717-234-4178

1/29/03

Total.....

SS:

ry Ferra, Classified Advertising Supervisor of the **Courier-
onian Democrat** of the County and State aforesaid, being duly
ier-**Express**, a daily newspaper, the **Tri-County Sunday**, a
democrat, a weekly newspaper published by McLean Publishing
DuBois, County and State aforesaid, which was established in
he daily publication and the weekly publications, has been
t a copy of the printed notice of publication is attached hereto
blished in the regular editions of the paper on the following

day of January A.D., 2003
officer duly authorized by the **Courier-Express**, a daily
kly newspaper, and/or **Jeffersonian Democrat**, a weekly
ement under oath and also declared that affiant is not
aforesaid notice of publication, and that all allegations in the
and character of publication are true.

PUBLISHING COMPANY Publisher of
COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

Leida Smith

this 5th day of Feb., 2003

ROBIN M. DUTTRY
Notary Public
ment of Advertising Cost
AN PUBLISHING COMPANY
Publisher of
EXPRESS/TRI-COUNTY SUNDAY/
FFERSONIAN DEMOCRAT
DuBois, PA

NOTARIAL SEAL
ROBIN M. DUTTRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 16, 2006

rug & Haller
hing the notice or advertisement
the above stated dates.....\$ 185.22
.....\$ 4.25
Total.....\$ 189.47

Publisher's Receipt for Advertising Costs

The **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or
Jeffersonian Democrat, a weekly newspaper, hereby acknowledges receipt of the aforesaid
advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801
Established 1879, Phone 814-371-4200

McLEAN PUBLISHING COMPANY
Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the
Advertising costs in the subject matter of said notice.

ATTORNEY FOR

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

Plaintiff

Vs.

RANDY A. HALE AND ANGELA M. HALE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No. 02-1707-CD

CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

PROOF OF PUBLICATION

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney ID # 15700
Attorney for Plaintiff

FILED

2003
FEB 20 2003

NO
cc
E
KPS

William A. Shaw
Prothonotary

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

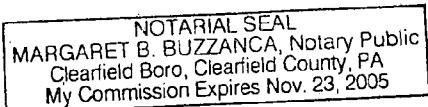
On this 3rd day of February AD 2003, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of January 31, 2003, Vol. 15 No. 5. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.

Margaret B. Buzzanca
Notary Public
My Commission Expires



Leon P Haller
1719 N Front St
Harrisburg PA 17102

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

WASHINGTON MUTUAL BANK, FA
SUCCESSOR BY MERGER TO
WASHINGTON MUTUAL HOME LOANS,
INC. SUCCESSOR IN INTEREST TO
PNC MORTGAGE CORP. OF AMERICA
PLAINTIFF, VS. RANDY A. HALE AND
ANGELA M. HALE, DEFENDANTS
MORTGAGE FORECLOSURE
NO. 02-1707-CD

TO: RANDY A. HALE AND ANGELA
M. HALE:

You are hereby notified that on October
30, 2002, Plaintiff, WASHINGTON
MUTUAL BANK, FA SUCCESSOR BY
MERGER TO WASHINGTON MUTUAL
HOME LOANS, INC. SUCCESSOR IN
INTEREST TO PNC MORTGAGE CORP.
OF AMERICA, filed a Mortgage
Foreclosure Complaint endorsed with a
Notice to Defend against the above
Defendants, in the Court of Common Pleas
of Clearfield County, Pennsylvania,
docketed to No. 02-1707 CD wherein
Plaintiff seeks to foreclose its mortgage
securing the property located at 110
DENTON AVENUE, DUBOIS, PA 15801
whereupon the property would be sold by

the Sheriff of Clearfield County.

You are hereby notified to plead to the
above referenced Complaint on or before 20
DAYS from the date of this publication or a
Judgment will be entered against you.

NOTICE - You have been sued in
Court. If you wish to defend, you must
enter a written appearance personally or by
attorney, and file your defenses or
objections in writing with the Court. You are
warned that if you fail to do so, the case
may proceed without you and a judgment
may be entered against you by the court
without further notice for any money
claimed in the Complaint or for any other
claim or relief requested by the Plaintiff.
You may lose money or property or other
rights important to you.

YOU SHOULD TAKE THIS PAPER
OR A COPY OF THIS NOTICE 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.

David S. Meholic, Court Administrator,
Clearfield County Court House, 230 East
Market Street, Clearfield, PA 16830. (814)
765-2641, Ext. 5982.

Leon P. Haller, Esquire, 1719 North
Front Street, Harrisburg, PA 17102.

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

No. 2193-Civil-1996

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property is:

Richard G. Johnson, Jr. and Rhonda Johnson

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:

Monroe County Commissioners
Monroe County Courthouse
Stroudsburg, PA 18360

Phone (717) 420-3400

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

Plaintiff

Vs.

RANDY A. HALE AND ANGELA M. HALE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No. 02-1707-CD

CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

AFFIDAVIT OF SERVICE

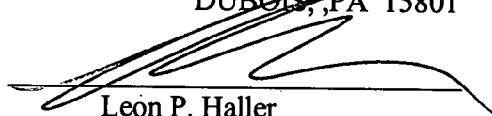
I, Leon P. Haller, hereby certify that a true and correct copy of the Complaint in the above captioned action was forward to the following individuals by regular U. S. Mail, first class service, postage prepaid, and by certified mail, return receipt requested, postage prepaid, on February 6, 2003, addressed as follows:

RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

ANGELA A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801



Leon P. Haller

SWORN to and subscribed

this 6 day of January,

2003.



Notary Public

My commission expires:

(SEAL)

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

FILED
FEB 20 2003
William A. Shaw
Notary Public

FILED

FEB 20 2003

William A. Shaw
Prothonotary

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-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) **RANDY A.**

HALE AND ANGELA M. HALE 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	\$30,774.00
Interest	\$1,795.75
Per diem of \$6.53	
From 03/01/2002	
To 11/01/2002	
Accumulated Late Charges	\$104.03
Late Charges	\$109.79
(\$12.20 per month to 11/01/2002)	
Escrow Deficit	\$409.63
5% Attorney's Commission	\$1,538.70
TOTAL	\$34,731.90

**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

APR 15 2003

William A. Shaw
Prothonotary

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

Washington Mutual Bank, FA successor
in interest to PNC Mortgage Corp. of
America
Plaintiff(s)

No.: 2002-01707-CD

Real Debt: \$34,731.90

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randy A. Hale
Angela M. Hale
Defendant(s)

Entry: \$20.00

Instrument: In Rem

Date of Entry: April 15, 2003

Expires: April 15, 2008

Certified from the record this 15th day of April, 2003.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-CD

IN MORTGAGE FORECLOSURE

PRAECLPSE 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 **110 DENTON AVENUE DUBOIS, PA 15801** as follows:

Unpaid Principal Balance	\$30,774.00
Interest	\$3,376.01
Per diem of \$6.53	
To 7/1/03	
Late Charges	\$207.39
(\$12.20 per month to 7/1/03)	
Escrow Deficit	\$473.28
5% Attorney's Commission	\$1,538.70
TOTAL WRIT	\$36,369.38

Prothonotary Costs 197.00

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

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

Dated: April 14, 2003

Attached is a description of the real estate.

FILED

APR 15 2003

William A. Shaw
Prothonotary

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northerly side of Denton Street and 25 feet distant Easterly from the Easterly line of Wasson Avenue (corner of lands now or formerly of Andrew Watt); thence Northerly in a straight line parallel with and at all points 25 feet distant Easterly from the aforementioned Wasson Avenue, 100 feet to division in line between Lots Nos. 82 and 83; thence East by line of said Lot No. 83, a distance of 25 feet to a post at corner of lands now or formerly of Louis Thomas; thence South by line now or formerly of said Thomas, 100 feet to a post at Denton Street; thence West by line of said Denton Street, 25 feet to a post corner of lands now or formerly of Andrew Watt, the place of BEGINNING.

TOGETHER with the right to use cesspool on lands now or formerly of Dave W. Blakley, in accordance with the terms of Agreement contained in deed of Loeb Bros., recorded at Clearfield, Pa., in Deed Book Vol. 276, page 119, together with an interest in private water line on Wilson Avenue as contained in said Deed.

EXCEPTING AND RESERVING all coal, oil, gas and minerals.

UNDER AND SUBJECT to all restrictions, conditions, covenants, easements or rights of way which are set forth in prior deed or instruments of record.

HAVING THEREON ERECTED A DWELLING KNOWN AS 110 Denton Avenue, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Judith L. Pangallo f/k/a Judith L. Himes and Joseph Pangallo, by Deed dated May 12, 1999 and recorded May 17, 1999 as Clearfield County Instrument Number 199907871, granted and conveyed unto Randy A. Hale and Angela M. Hale.

Assessment # 128-B04-435-15

FILED

cc's
to Writs w/ property descr. attached

3761
APR 15 2003

5 C. Atty pd. 20.00

William A. Shaw
Prothonotary

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-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 **110 DENTON AVENUE DUBOIS, PA 15801**:

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

RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

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: **UNKNOWN**

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
90 Beaver Drive, Suite 114C
Dubois, PA 15801

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:

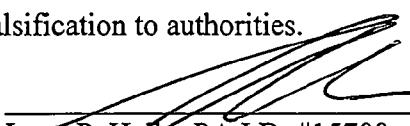
Tenants if any . . .

Tenant/Occupant
110 Denton Avenue
Dubois, PA 15801

DOMESTIC RELATIONS
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. Heller PA I.D. #15700
Purcell, Krug & Heller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

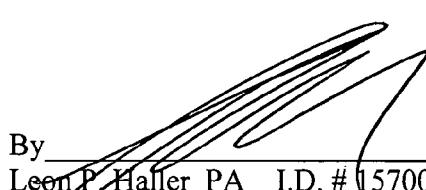
NO. 02-1707-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on March 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 _____
Leen P. Haller PA I.D. # 15700
Attorney for Plaintiff
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102



WASHINGTON MUTUAL BANK, FA
F/K/A PNC MORTGAGE CORP. OF
AMERICA,

Plaintiff

VS.
RANDY A. HALE AND
ANGELA M. HALE

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 02-1707-CD
:
: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE
:

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

TO:

RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

**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:

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

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

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-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).

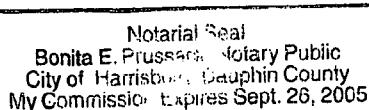
Sworn to and subscribed :

before me this 14th day :

of April 20 03 :

Bonita E. Prusser
Notary Public

LEON P. HALLER, ESQUIRE



Member, Pennsylvania Association of Notaries

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-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

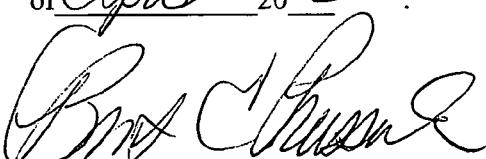
:

before me this 14th day

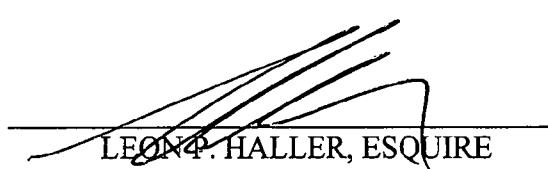
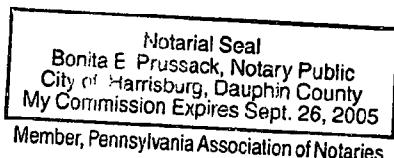
:

of April 2002

:



Notary Public


LEON P. HALLER, ESQUIRE

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-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:

TIME:

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:

**110 DENTON AVENUE
DUBOIS, PA 15801**

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

No. 02-1707-CD

JUDGMENT AMOUNT \$34,731.90

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

RANDY A. HALE AND ANGELA M. HALE

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 a 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 piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northerly side of Denton Street and 25 feet distant Easterly from the Easterly line of Wasson Avenue (corner of lands now or formerly of Andrew Watt); thence Northerly in a straight line parallel with and at all points 25 feet distant Easterly from the aforementioned Wasson Avenue, 100 feet to division in line between Lots Nos. 82 and 83; thence East by line of said Lot No. 83, a distance of 25 feet to a post at corner of lands now or formerly of Louis Thomas; thence South by line now or formerly of said Thomas, 100 feet to a post at Denton Street; thence West by line of said Denton Street, 25 feet to a post corner of lands now or formerly of Andrew Watt, the place of BEGINNING.

TOGETHER with the right to use cesspool on lands now or formerly of Dave W. Blakley, in accordance with the terms of Agreement contained in deed of Loeb Bros., recorded at Clearfield, Pa., in Deed Book Vol. 276, page 119, together with an interest in private water line on Wilson Avenue as contained in said Deed.

EXCEPTING AND RESERVING all coal, oil, gas and minerals.

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HAVING THEREON ERECTED A DWELLING KNOWN AS 110 Denton Avenue, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Judith L. Pangallo f/k/a Judith L. Himes and Joseph Pangallo, by Deed dated May 12, 1999 and recorded May 17, 1999 as Clearfield County Instrument Number 199907871, granted and conveyed unto Randy A. Hale and Angela M. Hale.

Assessment # 128-B04-435-15

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

COPIED

Washington Mutual Bank, FA successor in
interest to PNC Mortgage Corp. of America

Vs.

NO.: 2002-01707-CD

Randy A. Hale and Angela M. Hale

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA successor in interest to PNC Mortgage Corp. of America, Plaintiff(s) from RANDY A. HALE and ANGELA M. HALE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached description
- (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: \$36,369.38

INTEREST per diem of

\$6.53 to 7/1/03: \$3,376.01

PROTH. COSTS: \$

5% ATTY'S COMM: \$1,538.70

DATE: 04/15/2003

PAID: \$127.00

SHERIFF: \$

ESCROW DEFICIT: \$473.28

OTHER COSTS: \$

LATE CHARGES (\$12.20 per month to
7/1/03): \$207.39

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Leon P. Haller, Esq.
1719 North Front St.
Harrisburg, PA 17102
(717) 234-4178

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northerly side of Denton Street and 25 feet distant Easterly from the Easterly line of Wasson Avenue (corner of lands now or formerly of Andrew Watt); thence Northerly in a straight line parallel with and at all points 25 feet distant Easterly from the aforementioned Wasson Avenue, 100 feet to division in line between Lots Nos. 82 and 83; thence East by line of said Lot No. 83, a distance of 25 feet to a post at corner of lands now or formerly of Louis Thomas; thence South by line now or formerly of said Thomas, 100 feet to a post at Denton Street; thence West by line of said Denton Street, 25 feet to a post corner of lands now or formerly of Andrew Watt, the place of BEGINNING.

TOGETHER with the right to use cesspool on lands now or formerly of Dave W. Blakley, in accordance with the terms of Agreement contained in deed of Loeb Bros., recorded at Clearfield, Pa., in Deed Book Vol. 276, page 119, together with an interest in private water line on Wilson Avenue as contained in said Deed.

EXCEPTING AND RESERVING all coal, oil, gas and minerals.

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HAVING THEREON ERECTED A DWELLING KNOWN AS 110 Denton Avenue, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Judith L. Pangallo f/k/a Judith L. Himes and Joseph Pangallo, by Deed dated May 12, 1999 and recorded May 17, 1999 as Clearfield County Instrument Number 199907871, granted and conveyed unto Randy A. Hale and Angela M. Hale.

Assessment # 128-B04-435-15

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on
7/15/03, 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:

RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
90 Beaver Drive, Suite 114C
Dubois, PA 15801

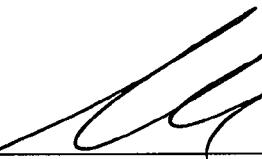
Tenant/Occupant
110 Denton Avenue
Dubois, PA 15801

FILED

AUG 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

DOMESTIC RELATIONS
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

RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
90 Beaver Drive, Suite 114C
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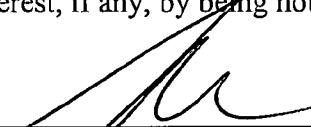
Tenant/Occupant
110 Denton Avenue
Dubois, PA 15801

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

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

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

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

By: 

Leon P. Haller PA I.D.15700

Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-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: **September 5, 2003**

TIME: **10:00 o'clock A.M.**

LOCATION: Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

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

THE LOCATION of your property to be sold is:

**110 DENTON AVENUE
DUBOIS, PA 15801**

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

No. 02-1707-CD

JUDGMENT AMOUNT \$34,731.90

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

RANDY A. HALE AND ANGELA M. HALE

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 piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northerly side of Denton Street and 25 feet distant Easterly from the Easterly line of Wasson Avenue (corner of lands now or formerly of Andrew Watt); thence Northerly in a straight line parallel with and at all points 25 feet distant Easterly from the aforementioned Wasson Avenue, 100 feet to division in line between Lots Nos. 82 and 83; thence East by line of said Lot No. 83, a distance of 25 feet to a post at corner of lands now or formerly of Louis Thomas; thence South by line now or formerly of said Thomas, 100 feet to a post at Denton Street; thence West by line of said Denton Street, 25 feet to a post corner of lands now or formerly of Andrew Watt, the place of BEGINNING.

TOGETHER with the right to use cesspool on lands now or formerly of Dave W. Blakley, in accordance with the terms of Agreement contained in deed of Loeb Bros., recorded at Clearfield, Pa., in Deed Book Vol. 276, page 119, together with an interest in private water line on Wilson Avenue as contained in said Deed.

EXCEPTING AND RESERVING all coal, oil, gas and minerals.

UNDER AND SUBJECT to all restrictions, conditions, covenants, easements or rights of way which are set forth in prior deed or instruments of record.

HAVING THEREON ERECTED A DWELLING KNOWN AS 110 Denton Avenue, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Judith L. Pangallo f/k/a Judith L. Himes and Joseph Pangallo, by Deed dated May 12, 1999 and recorded May 17, 1999 as Clearfield County Instrument Number 199907871, granted and conveyed unto Randy A. Hale and Angela M. Hale.

Assessment # 128-B04-435-15

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

Plaintiff

vs.

RANDY A. HALE AND ANGELA M. HALE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-CD

ORDER FOR SERVICE

AND NOW, to wit, this 17th day of January, 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendants, RANDY A. HALE and ANGELA M. HALE, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendants, RANDY A. HALE and ANGELA M. HALE, by posting a copy of the original Complaint on the most public part of the property located at 110 DENTON AVENUE, DUBOIS, PA 15801 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendants, RANDY A. HALE and ANGELA M. HALE at their last known addresses located at 110 DENTON AVENUE, DUBOIS, PA 15801 and RR1 BOX 208A, DUBOIS, PA 15801 and by publication pursuant to Rule 430(b); AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT

/s/ JOHN K. REILLY, JR.

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

JAN 17 2003

Attest.

William L. Hause
Prothonotary/
Clerk of Courts

7160 3901 9844 4819 1531

TO: ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

SENDER:

REFERENCE:

PS Form 3800, June 2000

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

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9844 4819 1517

TO: ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

SENDER:

REFERENCE:

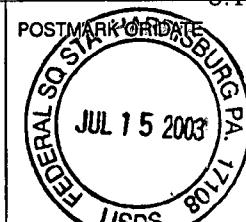
PS Form 3800, June 2000

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

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9844 4819 1524

TO: RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

SENDER:

REFERENCE:

PS Form 3800, June 2000

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

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9844 4819 1500

TO: RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

SENDER:

REFERENCE:

PS Form 3800, June 2000

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

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



WASHINGTON MUTUAL BANK, FA v. RANDY A. HALE ANGELA M. HALE
Clearfield County Sale 9/5/03

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:
RANDY A. HALE
110 DENTON AVENUE
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:
ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

Postmark:



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

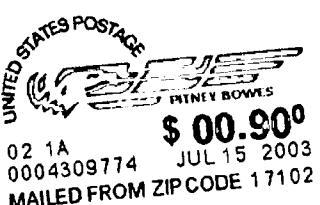
Received from:

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

Postage:

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

Postmark:



WASHINGTON MUTUAL BANK, FA v. RANDY A. HALE ANGELA M. HALE
Clearfield County Sale 9/5/03

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

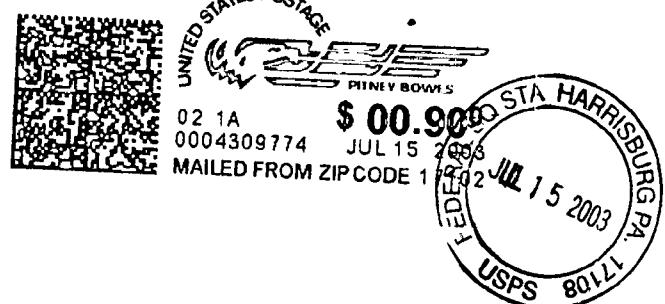
Received from:

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

Postage:

One piece of ordinary mail addressed to:
Tenant/Occupant
110 Denton Avenue
Dubois, PA 15801

Postmark:



FILED

No
cc

M 13:32 PM
AUG 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on
5-12-03, 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:

RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
90 Beaver Drive, Suite 114C
Dubois, PA 15801

Tenant/Occupant
110 Denton Avenue
Dubois, PA 15801

FILED

JUL 02 2003

William A. Shaw
Prothonotary

DOMESTIC RELATIONS
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

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

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

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

RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
90 Beaver Drive, Suite 114C
Dubois, PA 15801

Tenant/Occupant
110 Denton Avenue
Dubois, PA 15801

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

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

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

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

By:

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

WASHINGTON MUTUAL BANK, FA SUCCESSOR
IN INTEREST TO PNC MORTGAGE CORP. OF
AMERICA,

PLAINTIFF

VS.

RANDY A. HALE AND ANGELA M. HALE,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 02-1707-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: *July 11, 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:

**110 DENTON AVENUE
DUBOIS, PA 15801**

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

No. 02-1707-CD

JUDGMENT AMOUNT \$34,731.90

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

RANDY A. HALE AND ANGELA M. HALE

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 piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northerly side of Denton Street and 25 feet distant Easterly from the Easterly line of Wasson Avenue (corner of lands now or formerly of Andrew Watt); thence Northerly in a straight line parallel with and at all points 25 feet distant Easterly from the aforementioned Wasson Avenue, 100 feet to division in line between Lots Nos. 82 and 83; thence East by line of said Lot No. 83, a distance of 25 feet to a post at corner of lands now or formerly of Louis Thomas; thence South by line now or formerly of said Thomas, 100 feet to a post at Denton Street; thence West by line of said Denton Street, 25 feet to a post corner of lands now or formerly of Andrew Watt, the place of BEGINNING.

TOGETHER with the right to use cesspool on lands now or formerly of Dave W. Blakley, in accordance with the terms of Agreement contained in deed of Loeb Bros., recorded at Clearfield, Pa., in Deed Book Vol. 276, page 119, together with an interest in private water line on Wilson Avenue as contained in said Deed.

EXCEPTING AND RESERVING all coal, oil, gas and minerals.

UNDER AND SUBJECT to all restrictions, conditions, covenants, easements or rights of way which are set forth in prior deed or instruments of record.

HAVING THEREON ERECTED A DWELLING KNOWN AS 110 Denton Avenue, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Judith L. Pangallo f/k/a Judith L. Himes and Joseph Pangallo, by Deed dated May 12, 1999 and recorded May 17, 1999 as Clearfield County Instrument Number 199907871, granted and conveyed unto Randy A. Hale and Angela M. Hale.

Assessment # 128-B04-435-15

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

Plaintiff

vs.

RANDY A. HALE AND ANGELA M. HALE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-CD

ORDER FOR SERVICE

AND NOW, to wit, this 15th day of January, 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendants, RANDY A. HALE and ANGELA M. HALE, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendants, RANDY A. HALE and ANGELA M. HALE, by posting a copy of the original Complaint on the most public part of the property located at 110 DENTON AVENUE, DUBOIS, PA 15801 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendants, RANDY A. HALE and ANGELA M. HALE at their last known addresses located at 110 DENTON AVENUE, DUBOIS, PA 15801 and RR1 BOX 208A, DUBOIS, PA 15801 and by publication pursuant to Rule 430(b); AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT

/s/ JOHN K. REILLY, JR.

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

JAN 17 2003

Attest.

William L. Lauer
Prothonotary
Clerk of Courts

7160 3901 9844 9046 0951

TO: ANGELA M. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

SENDER:

REFERENCE:

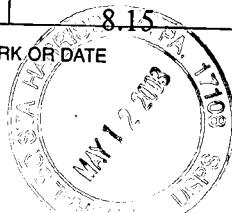
PS Form 3800, June 2000

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

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9844 9046 0944

TO: RANDY A. HALE
RR 1, BOX 208A
DUBOIS, PA 15801

SENDER:

REFERENCE:

PS Form 3800, June 2000

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

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9844 9046 0920

TO: RANDY A. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

SENDER:

REFERENCE:

PS Form 3800, June 2000

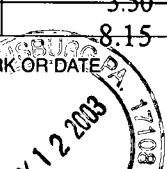
RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

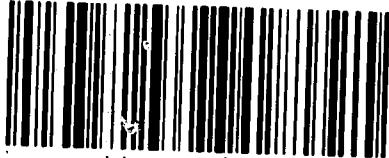
US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



2. Article Number													
 7160 3901 9844 9046 0937													
3. Service Type CERTIFIED MAIL													
4. Restricted Delivery? <i>(Extra Fee)</i> <input checked="" type="checkbox"/> Yes													
1. Article Addressed to: ANGELA M. HALE 110 DENTON AVENUE DUBOIS, PA 15801													
COMPLETE THIS SECTION ON DELIVERY <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">A. Received by (Please Print Clearly)</td> <td style="width: 50%;">B. Date of Delivery</td> </tr> <tr> <td><i>Angela M. Hale</i></td> <td><i>5/4</i></td> </tr> <tr> <td colspan="2">C. Signature</td> </tr> <tr> <td colspan="2"> <input checked="" type="checkbox"/> <i>Angela M. Hale</i> </td> </tr> <tr> <td colspan="2"> D. Is delivery address different from item 1? If YES, enter delivery address below: </td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table>		A. Received by (Please Print Clearly)	B. Date of Delivery	<i>Angela M. Hale</i>	<i>5/4</i>	C. Signature		<input checked="" type="checkbox"/> <i>Angela M. Hale</i>		D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
A. Received by (Please Print Clearly)	B. Date of Delivery												
<i>Angela M. Hale</i>	<i>5/4</i>												
C. Signature													
<input checked="" type="checkbox"/> <i>Angela M. Hale</i>													
D. Is delivery address different from item 1? If YES, enter delivery address below:													
<input type="checkbox"/> Yes <input type="checkbox"/> No													
PS Form 3811, July 2001 Domestic Return Receipt													

7160 3901 9844 9046 0937

**TO: ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801**

SENDER:

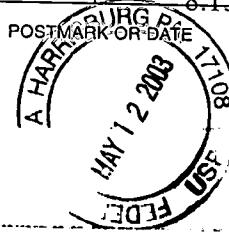
REFERENCE:

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
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	Total Postage & Fees	8.15

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



WASHINGTON MUTUAL BANK, FA v. RANDY A. HALE ANGELA M. HALE
Clearfield County Sale 7/11/03

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:
RANDY A. HALE
110 DENTON AVENUE
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:
ANGELA M. HALE
110 DENTON AVENUE
DUBOIS, PA 15801

Postmark:



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

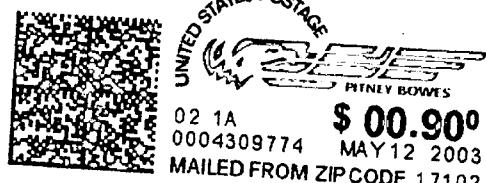
Received from:

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

Postage:

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

Postmark:



WASHINGTON MUTUAL BANK, FA v. RANDY A. HALE ANGELA M. HALE
Clearfield County Sale

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

Received from:

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1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
RANDY A. HALE
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DUBOIS, PA 15801

Postmark:

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(In compliance with Postal Service Form 3877)

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Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
ANGELA M. HALE
RR 1, BOX 208A
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:
Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
90 Beaver Drive, Suite 114C
Dubois, PA 15801

Postmark:



WASHINGTON MUTUAL BANK, FA v. RANDY A. HALE ANGELA M. HALE
Clearfield County Sale

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

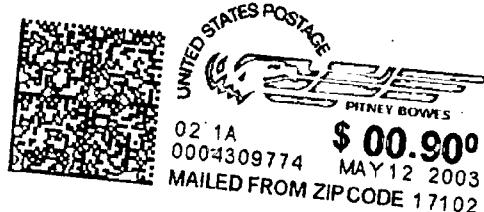
Received from:

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

Postage:

One piece of ordinary mail addressed to:
Tenant/Occupant
110 Denton Avenue
Dubois, PA 15801

Postmark:



FILED

NO

CC

7/1/2003

EKA

JUL 02 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13997

WASHINGTON MUTUAL BANK, F.A. SUCCESSOR IN INTEREST TO PNC M 02-1707-CD

VS.
HALE, RANDY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 29, 2003 @ 9:48 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 JULY 11, 2003 WAS SET.

NOW, MAY 7, 2003 SENT BY CERTIFIED AND REGULAR MAIL BY COURT ORDER TO 110 DENTON AVENUE, DUBOIS, PA AND R. R. #1, BOX 208A, DUBOIS, PA, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY TO RANDY A. HALE AND ANGELA M. HALE.

NOW, MAY 13, 2003 SERVED ANGELA M. HALE BY CERTIFIED MAIL TO 110 DENTON AVENUE, DUBOIS, PA 15801 AND R. R. #1, BOX 208A, DUBOIS, PA 15801 A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY. CERTIFIED #7002 2030 0000 6873 0873 AND 7002 2030 0000 6873 0866. SIGNED FOR BY ANGELA M. HALE ON MAY 13, 2003.

NOW, MAY 13, 2003 SERVED RANDY A. HALE BY CERTIFIED MAIL SIGNING FOR BY ANGELA M. HALE AT 110 DENTON AVENUE, DUBOIS, PA 15801 AND R. R. #1 BOX 208A DUBOIS, PA 15801, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY. CERTIFIED #7002 2030 0000 6873 0880 AND 7002 2030 0000 6873 0859 SIGNED FOR ON MAY 13, 2003.

FILED
10 215 AM 12 5.00

OCT 29 2003

William A. Shaw
Prothonotary

Page 1 of 3

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13997

WASHINGTON MUTUAL BANK, F.A. SUCCESSOR IN INTEREST TO PNC M 02-1707-CD

VS.
HALE, RANDY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, JULY 10, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY
TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JULY 11, 2003 TO SEPTEMBER
5, 2003.**

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

NOW, OCTOBER 14, 2003 CALLED ATTORNEY FOR DEED INSTRUCTIONS.

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

**NOW, OCTOBER 27, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE PLAINTIFF'S ATTORNEY.**

**NOW, OCTOBER 29, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY
OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR
\$1.00 + COSTS.**

NOW, OCTOBER 29, 2003 THE DEED WAS FILED.

**SHERIFF HAWKINS \$248.80
SURCHARGE \$40.00
PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13997

WASHINGTON MUTUAL BANK, F.A. SUCCESSOR IN INTEREST TO PNC M 02-1707-CD

VS.
HALE, RANDY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This
____ Day Of _____ 2003

So Answers,

Chester Hawkins
By *Cynthia Butter Aughenbaugh*
Chester A. Hawkins
Sheriff

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

Washington Mutual Bank, FA successor in
interest to PNC Mortgage Corp. of America

Vs.

NO.: 2002-01707-CD

Randy A. Hale and Angela M. Hale

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA successor in interest to PNC Mortgage Corp. of America, Plaintiff(s) from RANDY A. HALE and ANGELA M. HALE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached description
- (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: \$36,369.38

INTEREST per diem of

\$6.53 to 7/1/03: \$3,376.01

PROTH. COSTS: \$

5% ATTY'S COMM: \$1,538.70

DATE: 04/15/2003

PAID: \$127.00

SHERIFF: \$

ESCROW DEFICIT: \$473.28

OTHER COSTS: \$

LATE CHARGES (\$12.20 per month to
7/1/03): \$207.39



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 15th day
of April A.D. 2003
At 3:45 A.M./P.M.

Chesler A. Hawkins
Sheriff by Cynthia Butler-Augendau

Requesting Party: Leon P. Haller, Esq.
1719 North Front St.
Harrisburg, PA 17102
(717) 234-4178

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northerly side of Denton Street and 25 feet distant Easterly from the Easterly line of Wasson Avenue (corner of lands now or formerly of Andrew Watt); thence Northerly in a straight line parallel with and at all points 25 feet distant Easterly from the aforementioned Wasson Avenue, 100 feet to division in line between Lots Nos. 82 and 83; thence East by line of said Lot No. 83, a distance of 25 feet to a post at corner of lands now or formerly of Louis Thomas; thence South by line now or formerly of said Thomas, 100 feet to a post at Denton Street; thence West by line of said Denton Street, 25 feet to a post corner of lands now or formerly of Andrew Watt, the place of BEGINNING.

TOGETHER with the right to use cesspool on lands now or formerly of Dave W. Blakley, in accordance with the terms of Agreement contained in deed of Loeb Bros., recorded at Clearfield, Pa., in Deed Book Vol. 276, page 119, together with an interest in private water line on Wilson Avenue as contained in said Deed.

EXCEPTING AND RESERVING all coal, oil, gas and minerals.

UNDER AND SUBJECT to all restrictions, conditions, covenants, easements or rights of way which are set forth in prior deed or instruments of record.

HAVING THEREON ERECTED A DWELLING KNOWN AS 110 Denton Avenue, Dubois, Pennsylvania.

BEING THE SAME PREMISES WHICH Judith L. Pangallo f/k/a Judith L. Himes and Joseph Pangallo, by Deed dated May 12, 1999 and recorded May 17, 1999 as Clearfield County Instrument Number 199907871, granted and conveyed unto Randy A. Hale and Angela M. Hale.

Assessment # 128-B04-435-15

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME HALE NO. 02-1707-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 RANDY A. HALE AND ANGELA M. HALE to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK, FA SUCCESSOR IN INTEREST TO PNC MORTGAGE CORP. OF AMERICA he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.68
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	25.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00

ADD'L POSTING

ADD'L MILEAGE

ADD'L LEVY

BID AMOUNT	1.00
RETURNS/DEPUTIZE	

COPIES/BILLING	15.00
	5.00

BILLING/PHONE/FAX	5.00
-------------------	------

TOTAL SHERIFF

COSTS	248.80
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DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00

TRANSFER TAX 2%

TOTAL DEED	
COSTS	31.00

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	36,369.38
INTEREST PER DIEM OF \$6.53 TO 7/1/03	3,376.01
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	207.39
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	1,538.70
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	473.28
TOTAL DEBT & INTEREST	41,964.76

COSTS:

ADVERTISING	388.71
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	248.80
LEGAL JOURNAL AD	180.00
PROTHONOTARY	127.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	120.00
TOTAL COSTS	1,380.51

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

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

Plaintiff

vs.

RANDY A. HALE AND ANGELA M. HALE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1707-CD

ORDER FOR SERVICE

AND NOW, to wit, this 17th day of January, 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendants, RANDY A. HALE and ANGELA M. HALE, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendants, RANDY A. HALE and ANGELA M. HALE, by posting a copy of the original Complaint on the most public part of the property located at 110 DENTON AVENUE, DUBOIS, PA 15801 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendants, RANDY A. HALE and ANGELA M. HALE at their last known addresses located at 110 DENTON AVENUE, DUBOIS, PA 15801 and RR1 BOX 208A, DUBOIS, PA 15801 and by publication pursuant to Rule 430(b); AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT

/s/ JOHN K. REILLY, JR.

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

JAN 17 2003

Attest.

William L. Brown
Prothonotary
Clerk of Courts

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

Randy A. Hale
110 Denton Avenue
DuBois, PA 15801

2. Article Number

7002 2030 0000 6873 0880

(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

RECEIPT**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**

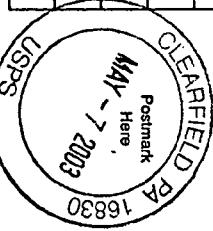
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

A. Signature	<input checked="" type="checkbox"/> <i>Randy A. Hale</i>	<input type="checkbox"/> Express Mail
B. Received by (Printed Name)	<i>Randy A. Hale</i>	<input checked="" type="checkbox"/> Return Receipt for Merchandise
C. Date of Delivery	<i>6-13</i>	<input type="checkbox"/> Agent
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If YES, enter delivery address below:		

Postage	\$.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
\$ 4.65	



7002	0000	6873	0859
Postage	\$.60	Postage	\$.60
Certified Fee		Certified Fee	
Return Receipt Fee (Endorsement Required)		Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees		Total Postage & Fees	
\$ 4.65		\$ 4.65	

7002 2030 0000 6873 0859
Sent To Randy A. Hale
Street/ Apt. No.: 110 Denton Avenue
or PO Box No.:
City, State, Zip: DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY****RECEIPT**

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 USE

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

1. Article Addressed to:

Randy A. Hale
RR #1, Box 208A
DuBois, PA 15801

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

7002 2030 0000 6873 0859

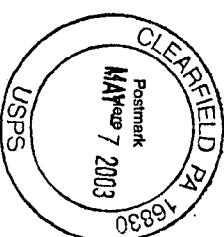
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

7002	0000	6873	0859
Postage	\$.60	Postage	\$.60
Certified Fee		Certified Fee	
Return Receipt Fee (Endorsement Required)		Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees		Total Postage & Fees	
\$ 4.65		\$ 4.65	



7002 2030 0000 6873 0859
Sent To Randy A. Hale
Street/ Apt. No.: RR #1, Box 208A
or PO Box No.:
City, State, Zip: DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Angela M. Hale
R.R.#1, Box 208A
DuBois, PA 15801

2. Article Number
(Transfer from service label)

7002 2030 0000 6873 0866
PS Form 3811, August 2001
Domestic Return Receipt
102595-02-M-1035

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Angela M. Hale
110 Denton Avenue
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** *Angela M. Hale* Agent
 Registered Mail Return Receipt for Merchandise
 Insured Mail C.O.D.

B. Received by (Printed Name) *S-13* C. Date of Delivery

D. Is delivery address different from item 1? Yes No

7002 2030 0000 6873 0873
PS Form 3811, June 2002

**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 USE

Postage	\$.60
Certified Fee	\$.60
Return Receipt Fee (Endorsement Required)	\$.05
Restricted Delivery Fee (Endorsement Required)	\$.05
Total Postage & Fees	\$ 1.25

Sent To: Angela M. Hale
Street, Apt. No.: R. R. #1, Box 208A
City, State, Zip: DuBois, PA 15801

PS Form 3811, June 2002

**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 USE

Postage	\$.60
Certified Fee	\$.60
Return Receipt Fee (Endorsement Required)	\$.05
Restricted Delivery Fee (Endorsement Required)	\$.05
Total Postage & Fees	\$ 1.25

Sent To: Angela M. Hale
Street, Apt. No.: 110 Denton Avenue
City, State, Zip: DuBois, PA 15801

PS Form 3811, June 2002

See Reverse for Instructions

2. Article Number
(Transfer from service label)

7002 2030 0000 6873 0873
PS Form 3811, August 2001
Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Angela M. Hale
110 Denton Avenue
DuBois, PA 15801

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

7002 2030 0000 6873 0873
PS Form 3811, August 2001
Domestic Return Receipt

102595-02-M-1035

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Angela M. Hale* Agent
 Addressee
 B. Received by (Printed Name) *S-13* C. Date of Delivery

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

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

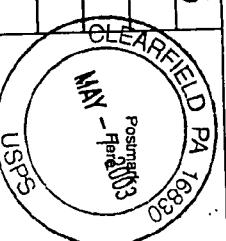
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.60
Certified Fee	\$.60
Return Receipt Fee (Endorsement Required)	\$.05
Restricted Delivery Fee (Endorsement Required)	\$.05
Total Postage & Fees	\$ 1.25

Sent To: Angela M. Hale
Street, Apt. No.: 110 Denton Avenue
City, State, Zip: DuBois, PA 15801

PS Form 3811, June 2002



CLEARFIELD PA 16830
May - 2003
USPS

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

fax transmittal

To: SHERIFF'S OFFICE

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

Fax: 814-765-5915

Phone: 814-765-2641, Ext. 5989

Re: SHERIFFS SALE

RANDY A. HALE ANGELA M. HALE
WASHINGTON MUTUAL BANK FA
02-1707-CD

From: Purcell, Krug & Haller
1719 N. Front Street
Harrisburg, PA 17102
Ph: 717-234-4178
Fax: 717-234-1206

SHARON DUNN
Date: July 10, 2003

Pages: 1 PAGE

PROPERTY: 110 DENTON AVENUE

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

**Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 7/11/03 TO THE
NEXT SALE DATE OF 9/05/03**

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