

02-1984-CD  
WACHOVIA BANK, NATIONAL ASSOCIATION vs. SCOTT E. REED

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

Plaintiff

vs.

SCOTT E. REED

Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-1984-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

A V I S O

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

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

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

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

**FILED**  
7m 1:24 BA PL 85-00  
cc to att  
cc to Sheriff  
DEC 26 2002

William A. Shaw  
Prothonotary

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

Plaintiff

vs.

SCOTT E. REED

Defendant

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

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

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

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

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

Plaintiff

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

vs.

SCOTT E. REED,

Defendant

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 2982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 NORTH FRONT STREET P.O. BOX 8028 HARRISBURG, PENNSYLVANIA 17105-8028 .
2. Defendant is SCOTT E. REED, an adult individual whose last known address is 30 SPRUCE AND POPLAR STREETS MADERA, PENNSYLVANIA 16661.
3. On or about, April 27, 2000, the said Defendant executed and delivered a Promissory Note ("Note") in favor of PNC Mortgage Corp. of America ("Original Mortgagee") in the principal amount of \$26,779.00, the proceeds of which were used to purchase a residential property located at 30 Spruce and Poplar Streets Madera PA 16661. A copy of the Note is attached and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant 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 at Instrument No. 200005779. The Mortgage was subsequently assigned to Pennsylvania Housing Finance Agency and recorded in the within County and Commonwealth at Instrument No. 200005780. The Mortgage was further assigned to Wachovia Bank, National Association formerly known as First Union National Bank, and will be sent for recording.

5. The land subject to the Mortgage is: 30 SPRUCE AND POPLAR STREETS MADERA, PENNSYLVANIA 16661 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendant is the real owner of the property.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on August 1, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$26,056.84
Interest at \$4.89 per day From 7/1/02 To 1/1/03 ( based on contract rate of 6.750%)	\$899.76
Accumulated Late Charges Late Charges \$27.80 per month From 8/1/02 to 1/1/03	\$36.95 \$139.00
Escrow Balance ( <i>Deficit</i> ) Attorney's Fee at 5% of Principal Balance	\$0 \$1302.84
<b>TOTAL</b>	<b>\$28,435.39</b>

\*\*Together with interest at the per diem rate noted above after January 1, 2003 and other charges and costs to date of Sheriff's Sale.

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

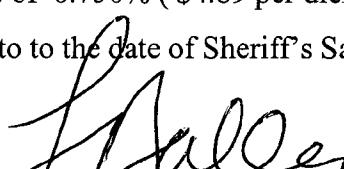
8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".

10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.

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

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 6.750% ( \$4.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**  
Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

Multistate

Lender #: 430011716

# NOTE

FHA Case No.

442-2112798

April 27, 2000  
[Date]

Philipsburg

Pennsylvania

30 Spruce and Poplar Streets  
Madera, PA 16661  
[Property Address]

895193

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means PNC Mortgage Corp. of America, an Ohio Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Twenty Six Thousand Seven Hundred Seventy Nine and 00/100**

Dollars (U.S. \$ 26,779.00-----), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Six and three quarters percent** (6.750 %) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

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

## 4. MANNER OF PAYMENT

### (A) Time

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

### (B) Place

Payment shall be made at **75 North Fairway Drive Vernon Hills, IL 60061** or at such place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **173.69**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

### (D) Allonge to this Note for payment adjustments

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

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

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

EXHIBIT "A"

## 9. BORROWER'S FAILURE TO PAY

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

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent (**4.000 %**) of the overdue amount of each payment.

**(B) Default**

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

**(C) Payment of Costs and Expenses**

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

## 7. WAIVERS

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

## 8. GIVING OF NOTICES

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

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

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

 (Seal)  
Scott E. Reed Borrower

\_\_\_\_ (Seal)

(Sear)  
-Borrower

\_\_\_\_ (Seal)

(Seal)

(Seal)  
-Borrower

(Seal)

\_\_\_\_ (Seal)

EXHIBIT "A"

---

ALL those two certain lots or pieces of land situate in Madera, Bigler Township, Clearfield County, Pennsylvania and bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at corner of Spruce and Poplar Streets; thence North Seven (7°) degrees East along Poplar Street, One Hundred Fifty (150) feet to an alley; thence South Eighty-Three (83°) degrees East, Fifty (50) feet to line of Lot No. 29; thence South Seven (7°) degrees West along line of Lot No. 29, One Hundred Fifty (150) feet to Spruce Street; thence North Eighty-Three (83°) degrees West, Fifty (50) feet along Spruce Street, to place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Spruce Street Fifty (50) feet from corner of Spruce and Poplar Streets being corner of lots No. 28 and No. 29; thence North Seven (7°) degrees East along lot No. 28 One Hundred and Fifty (150) feet to an alley; thence South Eighty-Three (83°) degrees East Fifty (50) feet to an alley; thence South seven (7°) degrees West along said alley One Hundred and Fifty (150) feet to Spruce Street; thence North Eighty-Three (83°) degrees West fifty (50) feet along Spruce Street to place of beginning.

Being known as lot No. 29 in the plan of the Samuel Shoff Addition to Madera.

BEING designated as Tax Parcel Number 103-K14-487-8.

EXHIBIT "B"

P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y  
Single Family Programs Division  
2101 North Front Street  
P.O. Box 8028  
Harrisburg, Pennsylvania 17105-8028  
(717) 780-3870/TTY (717) 780-1869

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

September 23, 2002

RE: Account NO: 895193

SCOTT E REED  
30 SPRUCE & POPLAR ST  
MADERA PA 16661

RE: 30 SPRUCE AND POPLAR STREE  
MADERA PA 16661

Dear Occupant(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by CORESTATES BANK, NA, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us or ours) on your property located at 30 SPRUCE AND POPLAR STREE MADERA PA 16661 IS IN SERIOUS DEFAULT because you have not made the monthly payments of 238.00 for July 01, 2002 through September 01, 2002 for a total of \$721.95, plus late charges and other charges that have accrued to this date in the amounts of \$20.85 and \$30.00 respectively. The total listed below includes any fees (inspections or securing) that needed to be completed. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$522.80.

You may cure this default within thirty (30) DAYS of the date of this letter, by paying to us the total amount of \$522.80, plus any additional monthly payments, expenses and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 NORTH FRONT STREET/P.O. BOX 8028  
HARRISBURG, PA 17105-8028  
(717) 780-3870/3871 or 1-800-822-7375  
or TTY (800) 346-3597

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the

EXHIBIT "C"

nable attorney's fees, actually incurred, up to \$50.00. However, legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments and any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately five months from the date of this Notice.

A notice of the date of the Sheriff 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 will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

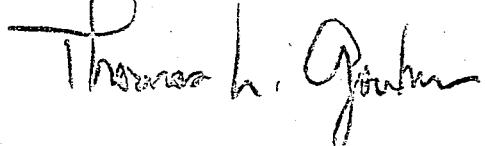
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such action.

If you maintain credit, life or disability insurance in connection with your mortgage loan, your failure to pay premiums with your payments may have already resulted or may result in the future in the lapse or a cancellation of that insurance by the insurance company. If the insurance lapses or is cancelled, reinstatement of the loan will not reinstate the insurance, and you will have to apply to

Insurance company and qualify for replacement insurance if you  
to retain it.

If you make partial payments on account of the delinquencies, we  
accept them and apply them to the delinquencies. However, such  
partial payments will not cure your default or reinstate your loan.  
The loan will not be reinstated unless we receive the entire amount  
required to cure the default.

Sincerely,



Mr. Thomas L. Gouker  
Mortgage Foreclosure Officer  
PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 North Front Street/ P.O. Box 8028  
Harrisburg, PA 17105-8028

TLG/jrd

PENNSYLVANIA HOUSING FINANCE AGENCY  
Single Family Programs Division  
2101 North Front Street  
P.O. Box 8028  
Harrisburg, Pennsylvania 17105-8028  
(717) 780-3870/TTY (717) 780-1869

NOTICE

September 23, 2002

SCOTT E REED  
30 SPRUCE AND POPLAR STREET  
MADERA PA 16661

RE: Account# 895193

TO: SCOTT E REED  
30 SPRUCE & POPLAR ST  
MADERA PA 16661  
FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

If these agencies are not near you, you can call HUD's toll free #800-569-4287 for financially distressed mortgagors for information concerning HUD-approved housing counseling agencies.

Enclosure Housing Counseling List

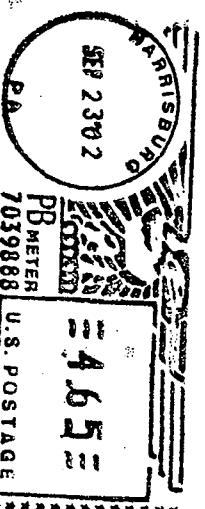
\*Please be sure the agency of your choice services your county.

Consumer Credit Counseling  
Services  
500-02 Third Avenue  
P.O. Box 278  
Duncanville, PA 16635-0278  
(814) 696-3546

Warren-Forest Counties Economic  
Opportunities Council  
P.O. Box 547  
Warren, PA 16365  
(814) 726-2400

**CERTIFIED MAIL**

ance Agency



7160 3901 9844 0530 3274

L  
S  
3  
M  
P  
F  
P  
R

\*

RETURN RECEIPT REQUESTED

SCOTT E REED  
30 SPRUCE & POPLAR ST  
PO BOX 513  
MADERA, PA 16661

\*

P  
F  
F14=All Classes F12=Return F15=Def'g Hist

16661+0513 34

US Postal Service

Receipt for  
Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE 4.65

PA KEL  
SEP  
23  
2002  
SPS

A  
C  
S

INSUFFICIENT ADDRESS  
 ATTEMPTED NOT KNOWN  
 NO SUCH NUMBER/ STREET  
 NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

OTHER

RETURN TO SENDER

Unclaimed

RTS

RTS

Act Letter  
 CBR  
 CBR Spouse  
 File  
 Collector  
Initials

7160 3901 9844 0530 3274

TO:

SCOTT E REED  
30 SPRUCE & POPLAR ST  
PO BOX 513  
MADERA, PA 16661

SENDER:

REFERENCE:  
895193

GO

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	.60
	Return Receipt Fee	2.30
	Restricted Delivery	1.75
	Total Postage & Fees	



\*

## VERIFICATION

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

Anthony J. Julian  
Anthony J. Julian  
Director of Accounting & Loan Servicing

Date: \_\_\_\_\_

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

Sheriff Docket # 13470

WACHOVIA BANK

02-1984-CD

VS.

REED, SCOTT E.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW JANUARY 16, 2003 AT 11:56 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON SCOTT E. REED, DEFENDANT AT RESIDENCE,  
30 SPRUCE & POPLAR STS., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO SCOTT E. REED A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO  
HIM THE CONTENTS THEREOF.**

**SERVED BY: MORGILLO**

**NOW JANUARY 16, 2003 AT 11:56 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON OCCUPANT/TENANT AT RESIDENCE, 30  
SPRUCE & POPLAR STS., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO SCOTT E. REED A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE  
CONTENTS THEREOF.**

**SERVED BY: MORGILLO**

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**Return Costs**

Cost	Description
42.65	SHFF. HAWKINS PAID BY; ATTY.
20.00	SURCHARGE PAID BY: ATTY.

RECEIVED  
02/05/03  
FEB 07 2003  
WAS

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

7<sup>th</sup> Day Of February 2003  
William A. Shaw

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

**So Answers,**

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

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

VS.

SCOTT E. REED,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: CIVIL ACTION - LAW  
: NO. 2002 - 1984 - CD  
:  
:  
:  
: IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY:

Please mark the above captioned matter settled and discontinued, without prejudice.

PURCELL, KRUG & HALLER

By: 

Leon P. Haller ID #15700  
1719 North Front Street  
Harrisburg, PA 17102-2392  
(717) 234-4178  
Attorney for Plaintiff

DATE: May 20, 2003

**FILED**

MAY 29 2003

William A. Shaw  
Prothonotary

FILED

NO  
cc

10:30 AM  
MAY 2 2003

Cert. of Disc. to Amy Haller

William A. Shaw  
Prothonotary

Ex

Copy to CIA

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

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

**Vs.  
Scott E. Reed**

**No. 2002-01984-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 29, 2003, marked:

Settled and Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Leon P. Haller, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of May A.D. 2003.

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William A. Shaw, Prothonotary