

2003-286-CD  
WASHINGTON MUTUAL BANK, FA VS DENNIS H. TRAVENY

WASHINGTON MUTUAL BANK, FA  
Plaintiff

vs.

DENNIS H. TRAVENY  
Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2003-286-CV

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

NOTICE

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

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

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

**FILED**

FEB 28 2003

m/11:45/wn  
William A. Shaw  
Prothonary  
1 CENT TO ATTY  
2 CENT TO SHFF

WASHINGTON MUTUAL BANK, FA,  
Plaintiff

vs.

DENNIS H. TRAVENY,  
Defendant

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

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

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

WASHINGTON MUTUAL BANK, FA,  
Plaintiff

vs.

DENNIS H. TRAVENY,  
Defendant

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

### **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is WASHINGTON MUTUAL BANK, FA, a corporation whose address is 8120 NATIONSWAY, BUILDING 100 JACKSONVILLE, FLA 32256 .
2. Defendant is DENNIS H. TRAVENY , an adult individual whose last known address is RD#1, BOX 17 IRVONA, PA 16656.
3. On or about December 6, 2000, the said Defendant executed and delivered a Mortgage Note in the sum of \$49,000.00 payable to North American Mortgage Company, 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, 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. 200018373 conveying to original Mortgagee the subject premises. The Mortgage was further assigned to Washington Mutual Bank, FA and will be sent for recording. Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: RD#1, BOX 17 IRVONA, PENNSYLVANIA 16656.

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

UNPAID PRINCIPAL BALANCE	\$48,465.29
Interest at \$12.78 per day From 10/01/2002 To 03/01/2003 ( based on contract rate of 9.6250%)	\$1,929.78
Accumulated Late Charges	\$101.23
Late Charges \$20.83 From 11/01/2002 to 03/01/2003	\$104.15
Escrow Balance ( <i>Deficit</i> )	0
Attorney's Fee at 5% of Principal Balance	\$2,423.26
TOTAL	<hr/> \$53,023.71

\*\*Together with interest at the per diem rate noted above after March 01, 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, is attached hereto as Exhibit "A".
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 9.6250% (\$12.78 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)

Date: January 13, 2003  
Loan Number: 11220511

7194 4950 0960 0722 9675

January 13, 2003

DENNIS H TRAVENY  
RR 1 BOX 17  
IRVONA PA 16656-9400

Re: Loan Number: 11220511  
Property Address: RRD 1 BOX 17  
IRVONA, PA 16656

## 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.

DRP - DR63

Page 1 of 5

P.O. Box 47524 San Antonio TX 78265-7524  
1-800-781-5504

HomeSide may be deemed by applicable law to be a debt collector with respect to your loan. This is an attempt to collect a debt, and any information you provide us may be used for that purpose.

EXHIBIT "A"

Date: January 13, 2003  
Loan Number: 11220511

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 INMEDIAMENTE 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 REMIDIR SU HIPOTECA.

HOMEOWNER'S NAME(S): DENNIS H TRAVENY  
PROPERTY ADDRESS: RRD 1 BOX 17  
IRVONA, PA 16656  
LOAN ACCT. NO.: 11220511  
ORIGINAL LENDER: FNMA  
CURRENT LENDER/SERVICER: HomeSide Lending

**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.

P.O. Box 47524 San Antonio TX 78265-7524  
1-800-781-5504

HomeSide may be deemed by applicable law to be a debt collector with respect to your loan. This is an attempt to collect a debt, and any information you provide us may be used for that purpose.



Date: January 13, 2003  
Loan Number: 11220511

**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 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:

RRD 1 BOX 17  
IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

MONTHS DELINQUENT:	11/02 through 1/03
TOTAL MONTHLY PAYMENT AMOUNTS PAST DUE:	\$ 1,278.75
ACCRUED LATE CHARGE BALANCE:	\$ 59.57
ACCRUED PROPERTY INSPECTIONS:	\$ 60.00
ACCRUED RETURN ITEM FEES:	\$ .00
TOTAL DUE:	\$ 1,398.32

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice

BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,398.32, PLUS ANY MORTGAGE PAYMENT AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. We are currently holding \$231.00 in an unapplied status. Please call our Collections Department to discuss the possible application of these funds towards the amount past due under your loan. Payment must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Attn: Cashiering Department  
HomeSide Lending  
9601 McAllister Frwy, Mail Stop SA-7  
San Antonio TX 78216

**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 attorney to start legal action to foreclose upon your mortgaged property.

Page 3 of 5

P.O. Box 47524 San Antonio TX 78265-7524  
1-800-781-5504

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Date: January 13, 2003  
Loan Number: 11220511

**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 attorney's 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.

**IMPORTANT NOTE: IF YOUR LOAN HAS BEEN DISCHARGED IN BANKRUPTCY, HOMESIDE IS NOT SEEKING PERSONAL LIABILITY UNDER THE LOAN AND WILL ONLY PURSUE ITS RIGHTS AGAINST THE MORTGAGED PROPERTY TO THE EXTENT ALLOWED BY LAW.**

**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 THIRTY (30) 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 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 Six (6) 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:** HomeSide Lending  
Collection Department  
9601 McAllister Fwy  
San Antonio, TX 78216  
1-800-781-5504  
(210) 525-7730

**Telecommunications Device for the Deaf:** (210) 525-7007

**EFFECT 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** - If provided for in your mortgage instrument, you may 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. To find out if your mortgage qualifies for an assumption/sale, please contact the Assumption Department at 1-800-845-3649.

DRP - DR63

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P.O. Box 47524 San Antonio TX 78265-7524  
1-800-781-5504

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Date: January 13, 2003  
Loan Number: 11220511

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 THIS 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 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 AGENCY(S) SERVING YOUR COUNTY:

CCCS of Northeastern PA  
208 W. Hamilton Ave.  
Suite 1, Hamilton Square  
State College, PA 16801  
(814)238-3668

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(888)599-2227 Ext. 108

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(888)599-2227 Ext. 108

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724)465-2657

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814)535-6556

DRP - DR63

Page 5 of 5

P.O. Box 47524 San Antonio TX 78265-7524  
1-800-781-5504

HomeSide may be deemed by applicable law to be a debt collector with respect to your loan. This is an attempt to collect a debt, and any information you provide us may be used for that purpose.

WMh08dcdw.tlt (1696x2800x2 tltt) [121]

COMPANY NAME: WASHINGTON MUTUAL BANK, FA

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 2/26/03

By Lovey Barger  
Lovey Barger  
Title Att. Asst. Secretary

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

Sheriff Docket # 13790

WASHINGTON MUTUAL BANK

03-286-CD

VS.

TRAVENY, DENNIS H.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW MARCH 17, 2003 AT 10:20 AM SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON DENNIS H. TRAVENY, DEFENDANT AT RESIDENCE,  
RRD1, BOX 17, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
RACHAEL TRAVENY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.  
SERVED BY: NEVLING

NOW MARCH 17, 2003 AT 10:20 AM SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON OCCUPANT/TENANT, DEFENDANT AT RESIDENCE,  
TRAVENY PROPERTY, RRD1, BOX 17, IRVONA, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO RACHAEL E. TRAVENY, A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN  
TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING

**Return Costs**

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

**FILED**

0 2:41 PM

APR 30 2003

William A. Shaw  
Prothonotary

Sworn to Before Me This

30 Day Of April 2003  
*William A. Shaw*

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-286-CD

IN MORTGAGE FORECLOSURE

**P R A E C I P E**

**TO THE PROTHONOTARY OF THE WITHIN COUNTY:**

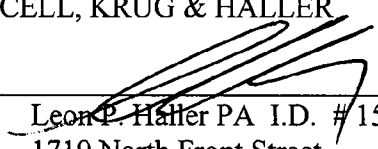
Please enter **JUDGMENT** in rem in favor of the Plaintiff and against Defendant **DENNIS H. TRAVENY** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$48,465.29
Interest	\$1,929.78
Per diem of \$12.78	
From 10/01/2002	
To 03/01/2003	
Accumulated Late Charges	\$101.23
Late Charges	\$104.15
(\$20.83 per month to	
03/01/2003)	
5% Attorney's Commission	\$2,423.26
<b>TOTAL</b>	<b>\$53,023.71</b>

**\*\*Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.**

PURCELL, KRUG & HALLER

By

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

**FILED**

MAY 27 2003

William A. Shaw  
Prothonotary

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-286-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

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

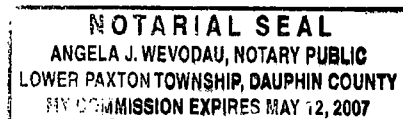
Sworn to and subscribed :

before me this 15 day :

of May 2003 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



FILED

MAY 2 2013

William A. Shaw  
Prothonotary

Atty pd. 20.00

Notice to Def.

Statement to Atty

*[Signature]*



WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-286-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on May 20, 2003 the following judgment has been entered against you in the above-captioned matter: 0

**\$53,023.71** and for the sale and foreclosure of your property located at: **RD#1, BOX 17  
IRVONA, PENNSYLVANIA 16656**

Dated: May 19, 2003

\_\_\_\_\_  
PROTHONOTARY

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

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

DENNIS H. TRAVENY  
RD#1, BOX 17  
IRVONA, PA 16656

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

Washington Mutual Bank, F.A.  
Plaintiff(s)

No.: 2003-00286-CD

Real Debt: \$53,023.71

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dennis H. Traveny  
Defendant(s)

Entry: \$20.00

Instrument: Judgment in rem

Date of Entry: May 20, 2003

Expires: May 20, 2008

Certified from the record this 20th day of May, 2003.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

COPY

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-286-CD

IN MORTGAGE FORECLOSURE

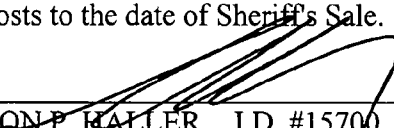
PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter on the real estate located at **RD#1, BOX 17**  
**IRVONA, PENNSYLVANIA 16656** as follows:

Unpaid Principal Balance	\$48,465.29
Interest	\$4,281.30
Per diem of \$12.78	
To 9/1/03	
Late Charges	\$330.36
(\$20.83 per month to 9/1/03)	
Escrow Deficit	\$1,000.00
5% Attorney's Commission	\$2,423.26
<b>TOTAL WRIT</b>	<b>\$58,635.37</b>

*Prothonotary Costs 125.00*  
\*\*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: May 15, 2003

Attached is a description of the real estate.

**FILED**

m/12:55 PM  
MAY 20 2003

William A. Shaw  
Prothonotary

6 Writs of prop descr. &  
1 CC Sheriff  
Atty pd.  
20.00

ALL THOSE CERTAIN two (2) pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at post on line of the public road, thence by line of Annie Wright North 71 degrees East 13.3 rods to a post; thence by the Witmer Land and Coal Company, North 35 degrees West 24 rods to a post; thence by the Witmer Land and Coal Company South 71 degrees West 13.3 rods to a post on the public road; thence by the line of said public road, South 35 degrees and 30 minutes East, 24 rods to the place of BEGINNING. Containing two (2) acres. Further having Clearfield County Tax Assessment Number 101-H16-31 and described as house and  $1\frac{3}{4}$  acres surface.

THE SECOND THEREOF:

BEGINNING at an iron pin at corner of formerly of Annie Wright land; thence North 38 degrees, along right-of-way of the state highway, 150 feet to an iron pin, North of spring; thence North 68 degrees East, 73 feet to a post; thence South 38 degrees East, 154 feet to a post in run; thence North 69 degrees West, 79 feet to post and place of BEGINNING. Containing 11,552 square feet. Further having Clearfield County Tax Assessment Number 101-H16-30.

HAVING THEREON ERECTED A DWELLING KNOWN AS RD 1, Box 17, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH Joyce Stover, by Deed dated October 26, 1999 and recorded November 3, 1999 as Clearfield County Instrument Number 199918223, granted and conveyed unto Dennis H. Traveny.

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-286-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 **RD#1, BOX 17 IRVONA, PENNSYLVANIA 16656:**

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

DENNIS H. TRAVENY  
RD#1, BOX 17  
IRVONA, PA 16656

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  
1067 Pennsylvania Avenue  
Tyrone, PA 16686

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**

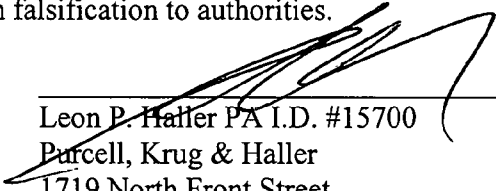
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

Tenants if any . . .

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

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

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



---

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

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2003-286-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 Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

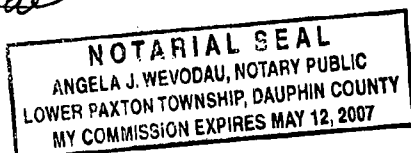
Sworn to and subscribed :

before me this 15 day :

of May 2003 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

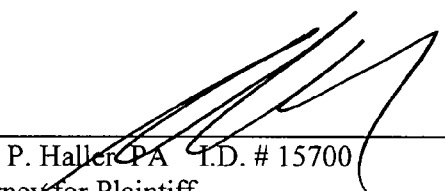
CIVIL ACTION LAW

NO. 2003-286-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on April 30, 2003 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By   
Leon P. Haller, PA T.D. # 15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102



WASHINGTON MUTUAL BANK, FA,  
Plaintiff

VS.

DENNIS H. TRAVENY  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
:  
: NO. 2003-286-CD  
:  
: CIVIL ACTION LAW  
: IN MORTGAGE FORECLOSURE  
:  
:

DATE OF THIS NOTICE: April 30, 2003

TO:  
DENNIS H. TRAVENY  
RD#1, BOX 17  
IRVONA, PA 16656

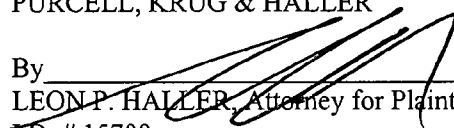
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

**IMPORTANT NOTICE**

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

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

PURCELL, KRUG & HALLER

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

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

Washington Mutual Bank, FA

Vs.

NO.: 2003-00286-CD

Dennis H. Traveny

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA, Plaintiff(s) from DENNIS H. TRAVENY, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$58,635.37

INTEREST per diem of \$12.78 to 9/1/03: \$4,281.30

PROTH. COSTS: \$

ATTY'S COMM: \$

ESCROW DEFICIT: \$1,000.00

DATE: 05/20/2003

PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$

LATE CHARGES (\$20.83 per month to 9/1/03):

\$330.36

5% ATTORNEY'S COMMISSION: \$2,423.26

\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff

ALL THOSE CERTAIN two (2) pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

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HAVING THEREON ERECTED A DWELLING KNOWN AS RD 1, Box 17, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH Joyce Stover, by Deed dated October 26, 1999 and recorded November 3, 1999 as Clearfield County Instrument Number 199918223, granted and conveyed unto Dennis H. Traveny.

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. ~~2003-C-591~~

03-286-CD

IN MORTGAGE FORECLOSURE

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

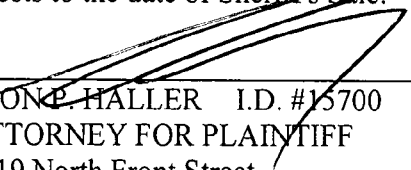
**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter on the real estate located at **RD#1, BOX 17 IRVONA, PENNSYLVANIA 16656** as follows:

Unpaid Principal Balance	\$48,465.29
Interest	\$5,840.46
Per diem of \$12.78	
To 1/1/2004	
Late Charges	\$413.68
(\$20.83 per month to 1/1/2004)	
Escrow Deficit	\$2,000.00
5% Attorney's Commission	\$2,423.26
<b>TOTAL WRIT</b>	<b>\$59,142.69</b>

*Prothonotary Costs* 132.00

**\*\*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: October 17, 2003

Attached is a description of the real estate.

**FILED**

**OCT 28 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

Arg Bd. 7:00

<sup>BA</sup>  
OCT 28 2003

1 ce a le wnts

w/prop desc. to Sff

William A. Shaw  
Prothonotary/Clerk of Courts

ALL THOSE CERTAIN two (2) pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

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WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2003 C 591

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 Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

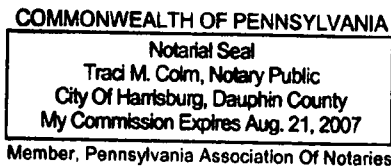
Sworn to and subscribed :

before me this 17<sup>th</sup> day :

of October 2003 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003 C 591

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 17<sup>th</sup> day :

of October 2003 :

Traci M. Colm  
Notary Public

LEON P. HALLER, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci M. Colm, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Aug. 21, 2007  
Member, Pennsylvania Association Of Notaries



WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003 C 591

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 **RD#1, BOX 17 IRVONA, PENNSYLVANIA 16656:**

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

DENNIS H. TRAVENY  
RD#1, BOX 17  
IRVONA, PA 16656

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  
1067 Pennsylvania Avenue  
Tyrone, PA 16686

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:

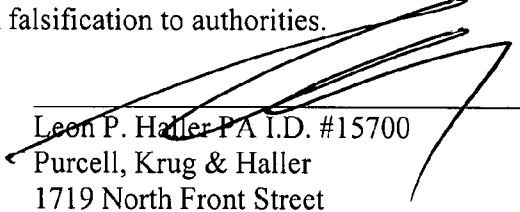
Tenants if any . . .

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

Earle D. Lees, Jr., Esquire  
P.O. Box 685  
DuBois, PA 15801

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

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



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

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

**COPY**

Washington Mutual Bank, FA

Vs.

NO.: 2003-00286-CD

Dennis H. Traveny

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA, Plaintiff(s) from DENNIS H. TRAVENY, 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;

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AMOUNT DUE:           **\$59,142.69**  
INTEREST per deim of  
\$12.78 to 1/1/2004:   **\$5,840.46**  
ESCROW DEFICIT:      **\$2,000.00**  
PROTH. COSTS: \$  
5% ATTY'S COMM:     **\$2,423.26**  
DATE: 10/28/2003

PAID:                               **\$132.00**  
SHERIFF: \$  
LATE CHARGES (\$20.83 per  
month to 1/1/2004):       **\$413.68**  
OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff

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BEGINNING at post on line of the public road, thence by line of Annie Wright North 71 degrees East 13.3 rods to a post; thence by the Witmer Land and Coal Company, North 35 degrees West 24 rods to a post; thence by the Witmer Land and Coal Company South 71 degrees West 13.3 rods to a post on the public road; thence by the line of said public road, South 35 degrees and 30 minutes East, 24 rods to the place of BEGINNING. Containing two (2) acres. Further having Clearfield County Tax Assessment Number 101-H16-31 and described as house and  $1\frac{3}{4}$  acres surface.

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HAVING THEREON ERECTED A DWELLING KNOWN AS RD 1, Box 17, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH Joyce Stover, by Deed dated October 26, 1999 and recorded November 3, 1999 as Clearfield County Instrument Number 199918223, granted and conveyed unto Dennis H. Traveny.

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

Sheriff Docket # 14190

WASHINGTON MUTUAL BANK, FA

03-286-CD

VS.

TRAVENY, DENNIS H.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JULY 2, 2003 @ 10:00 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF AUGUST 1, 2003 WAS SET.

**FILED**  
@ 10:34 AM  
NOV 21 2003

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, JULY 14, 2003 @ 10:10 A.M. O'CLOCK SERVED DENNIS H. TRAVENY, DEFENDANT, AT HIS RESIDENCE RD #1, BOX 17, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS TRAVENY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JULY 30, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE FOR AUGUST 1, 2003 TO OCTOBER 10, 2003 DUE TO A BANKRUPTCY FILING.

NOW, AUGUST 20, 2003 RECEIVED A FAX FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR OCTOBER 10, 2003.

NOW, NOVEMBER 20, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, NOVEMBER 21, 2003 RECEIVED FAX LETTER FROM PLAINTIFF ATTORNEY TO DISCONTINUE THE OCTOBER 10, 2003 SALE AND RETURN WRIT.

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

Sheriff Docket # 14190

WASHINGTON MUTUAL BANK, FA

03-286-CD

VS.

TRAVENY, DENNIS H.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, NOVEMBER 21, 2003 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANT. PLAINTIFF'S ATTORNEY DISCONTINUED THE SALE. A NEW WRIT WAS ISSUED ON THE SAME CASE NUMBER.

SHERIFF HAWKINS      \$228.96

SURCHARGE      \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

21<sup>st</sup> Day Of November 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  
Dee Cynthia Butler-Aegher  
Chester A. Hawkins  
Sheriff

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

Washington Mutual Bank, FA

Vs.

NO.: 2003-00286-CD

Dennis H. Traveny

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA, Plaintiff(s) from DENNIS H. TRAVENY, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See attached

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$58,635.37

INTEREST per diem of \$12.78 to 9/1/03: \$4,281.30

PROTH. COSTS: \$

ATTY'S COMM: \$

ESCROW DEFICIT: \$1,000.00

DATE: 05/20/2003


PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$

LATE CHARGES (\$20.83 per month to 9/1/03):  
\$330.36

5% ATTORNEY'S COMMISSION: \$2,423.26



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 20<sup>th</sup> day  
of May A.D. 2003  
At 3:00 A.M./P.M.

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

Chester A. Hawkins

Sheriff

Joy Cynthia Butler-Aughenbaugh

ALL THOSE CERTAIN two (2) pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at post on line of the public road, thence by line of Annie Wright North 71 degrees East 13.3 rods to a post; thence by the Witmer Land and Coal Company, North 35 degrees West 24 rods to a post; thence by the Witmer Land and Coal Company South 71 degrees West 13.3 rods to a post on the public road; thence by the line of said public road, South 35 degrees and 30 minutes East, 24 rods to the place of BEGINNING. Containing two (2) acres. Further having Clearfield County Tax Assessment Number 101-H16-31 and described as house and  $1\frac{3}{4}$  acres surface.

THE SECOND THEREOF:

BEGINNING at an iron pin at corner of formerly of Annie Wright land; thence North 38 degrees, along right-of-way of the state highway, 150 feet to an iron pin, North of spring; thence North 68 degrees East, 73 feet to a post; thence South 38 degrees East, 154 feet to a post in run; thence North 69 degrees West, 79 feet to post and place of BEGINNING. Containing 11,552 square feet. Further having Clearfield County Tax Assessment Number 101-H16-30.

HAVING THEREON ERECTED A DWELLING KNOWN AS RD 1, Box 17, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH Joyce Stover, by Deed dated October 26, 1999 and recorded November 3, 1999 as Clearfield County Instrument Number 199918223, granted and conveyed unto Dennis H. Traveny.



# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME TRAVENY NO. 03-286-CD

NOW, , 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 day of 2003, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz:

and made the following

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	19.44
LEVY	15.00
MILEAGE	19.44
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	5.64
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	19.44
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	20.00

**TOTAL SHERIFF COSTS 228.96**

## DEED COSTS:

ACKNOWLEDGEMENT  
REGISTER & RECORDER  
TRANSFER TAX 2%

**TOTAL DEED COSTS 0.00**

## PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	54,354.07
INTEREST TO 9/1/03	4,281.30
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	330.36
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	2,423.26
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,000.00

**TOTAL DEBT & INTEREST 62,388.99**

## COSTS:

ADVERTISING	338.94
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	228.96
LEGAL JOURNAL AD	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS 872.90**

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

CHESTER A. HAWKINS, Sheriff



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

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

JOSEPH NISSLEY (1810-1982)  
ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1059 GOVERNOR ROAD  
(717) 533-3830

**August 20, 2003**

TO: Peggy  
CLEARFIELD COUNTY SHERIFF'S

FROM: Darcy Maurer

FAX: 814-765-5915

---

2003-00286-CD  
Washington Mutual Bank, FA vs. TRAVENY

Please stay the sheriff sale scheduled 10/10/03. No monies were received.

Thank you.

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

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JILL M. WINEKA  
BRIAN J. TYLER  
NICHOLE M. STALEY

JOSEPH MISSLEY (1810-1882)  
ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1089 GOVERNOR ROAD  
(717) 533-3836

**November 21, 2003**

TO: Cindy  
CLEARFIELD COUNTY SHERIFF'S OFFICE

FROM: Darcy Maurer

FAX: 814-765-5915

---

2003-C-591  
Washington Mutual Bank, FA vs. TRAVENY

Please stay/discontinue the sheriff sale that was scheduled 10/10/03. Please return the Writ to our office. (No monies received.)

Thank you.

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. ~~2003 C-591~~

03-286-C2

IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 12-1-03, 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:

DENNIS H. TRAVENY  
RD#1, BOX 17  
IRVONA, PA 16656

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of PA  
1067 Pennsylvania Avenue  
Tyrone, PA 16686

Earle D. Lees, Jr., Esquire  
P.O. Box 685  
DuBois, PA 15801

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

**FILED**

**FEB 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

DENNIS H. TRAVENY  
RD#1, BOX 17  
IRVONA, PA 16656

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co. of PA  
1067 Pennsylvania Avenue  
Tyrone, PA 16686

Earle D. Lees, Jr., Esquire  
P.O. Box 685  
DuBois, PA 15801

DOMESTIC RELAITONS  
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,  
PLAINTIFF

VS.

DENNIS H. TRAVENY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003 C 591

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: **February 6, 2004**

TIME: **10:00 A.M.**

LOCATION: Clearfield County Courthouse  
2<sup>nd</sup> 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:

**RD#1, BOX 17**  
**IRVONA, PENNSYLVANIA 16656**

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

**No. 2003 C 591**

**JUDGMENT AMOUNT \$53,023.71**

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

**DENNIS H. TRAVENY**

**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 THOSE CERTAIN two (2) pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at post on line of the public road, thence by line of Annie Wright North 71 degrees East 13.3 rods to a post; thence by the Witmer Land and Coal Company, North 35 degrees West 24 rods to a post; thence by the Witmer Land and Coal Company South 71 degrees West 13.3 rods to a post on the public road; thence by the line of said public road, South 35 degrees and 30 minutes East, 24 rods to the place of BEGINNING. Containing two (2) acres. Further having Clearfield County Tax Assessment Number 101-H16-31 and described as house and  $1\frac{3}{4}$  acres surface.

THE SECOND THEREOF:

BEGINNING at an iron pin at corner of formerly of Annie Wright land; thence North 38 degrees, along right-of-way of the state highway, 150 feet to an iron pin, North of spring; thence North 68 degrees East, 73 feet to a post; thence South 38 degrees East, 154 feet to a post in run; thence North 69 degrees West, 79 feet to post and place of BEGINNING. Containing 11,552 square feet. Further having Clearfield County Tax Assessment Number 101-H16-30.

HAVING THEREON ERECTED A DWELLING KNOWN AS RD 1, Box 17, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH Joyce Stover, by Deed dated October 26, 1999 and recorded November 3, 1999 as Clearfield County Instrument Number 199918223, granted and conveyed unto Dennis H. Traveny.

WASHINGTON MUTUAL BANK, FA, SUCCESSOR IN INTEREST TO HOMESIDE LENDING, INC. v. DENNIS H. TRAVENY  
Clearfield County Sale

2/6/04

**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:

DENNIS H. TRAVENY  
RD#1, BOX 17  
IRVONA, PA 16656

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  
1067 Pennsylvania Avenue  
Tyrone, PA 16686

Postmark:



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

Received from:

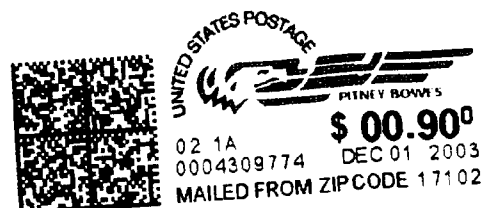
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

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

Postage:



WASHINGTON MUTUAL BANK, FA, SUCCESSOR IN INTEREST TO HOMESIDE LENDING, INC. v. DENNIS H.  
TRAVENY  
Clearfield County Sale

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

Received from:

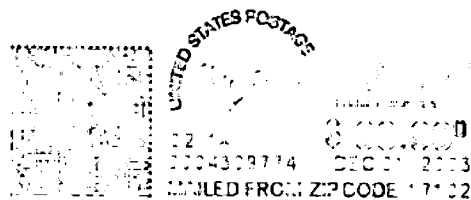
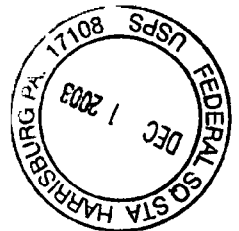
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Earle D. Lees, Jr., Esquire  
P.O. Box 685  
DuBois, PA 15801

Postmark:



FILED

M/10-5084  
FEB 03 2004

NC  
cc  
[Signature]

William A. Shaw  
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, FA,  
Plaintiff

Vs.

DENNIS H. TRAVENY,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD CO, PENNSYLVANIA  
:  
:  
: No.2003 286 CD  
:  
:  
: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

**VOLUNTARY SUBSTITUTION OF WASHINGTON MUTUAL BANK, FA,  
SUCCESSOR BY MERGER TO NORTH AMERICAN MORTGAGE COMPANY  
PURSUANT TO RULE 2352 (a)**

1. Washington Mutual Bank, FA is the successor by merger to North American Mortgage Company.
2. Material facts in which the right of succession and substitution is based are as follows:
  - (a) Washington Mutual Bank, FA, is the successor by merger to North American Mortgage Company.
3. Washington Mutual Bank, FA, successor by merger to North American Mortgage Company, does voluntarily substitute itself as Plaintiff herein.

BY: 

Leon P. Haller, Esquire  
Purcell, Krug and Haller  
1719 North Front Street  
Harrisburg, PA 17102  
ID#15700  
Attorney for Plaintiff

**FILED**

FEB 04 2004

m/11:50/ur

William A. Shaw  
Prothonotary

1 cent to BTTT



Date: February 3, 2004

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

Sheriff Docket # 14856

WASHINGTON MUTUAL BANK, FA

03-286-CD

VS.

TRAVENY, DENNIS H.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, NOVEMBER 24, 2003 @ 10:45 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF FEBRUARY 6, 2004 WAS SET.

**FILED**  
p/3:51 001  
JUN 14 2004

*WAS*  
William A. Shaw  
Notary Public/Notary/Clerk of Courts

NOW, NOVEMBER 24, 2003 SERVED DENNIS TRAVENY, DEFENDANT, AT HIS RESIDENCE RD #1, BOX 17, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS TRAVENY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, FEBRUARY 6, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, FEBRUARY 17, 2004 BILLED THE ATTORNEY FOR COSTS DUE.

NOW, APRIL 26, 2004 RECEIVED A CHECK FROM THE PLAINTIFF'S ATTORNEY FOR COSTS DUE.

NOW, JUNE 14, 2004 PAID COSTS DUE WITH THE ADVANCE AND CHECK FROM THE ATTORNEY.

NOW, JUNE 14, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JUNE 14, 2004 A DEED WAS FILED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14856

WASHINGTON MUTUAL BANK, FA

03-286-CD

VS.

TRAVENY, DENNIS H.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$224.32

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

14<sup>th</sup> Day Of June 2004  
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  
Chester A. Hawkins  
Sheriff



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

Washington Mutual Bank, FA

Vs.

NO.: 2003-00286-CD

Dennis H. Traveny

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA, Plaintiff(s) from DENNIS H. TRAVENY, 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:

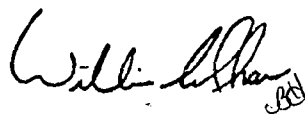
Garnishee(s) as follows:

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: \$59,142.69  
INTEREST per deim of  
\$12.78 to 1/1/2004: \$5,840.46  
ESCROW DEFICIT: \$2,000.00  
PROTH. COSTS: \$  
5% ATTY'S COMM: \$2,423.26  
DATE: 10/28/2003

PAID: \$132.00  
SHERIFF: \$  
LATE CHARGES (\$20.83 per  
month to 1/1/2004): \$413.68  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 28<sup>th</sup> day  
of October A.D. 2003  
At 2:00 A.M./P.M.

Christopher A. Huerfano  
Sheriff By Christopher Huerfano

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

ALL THOSE CERTAIN two (2) pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at post on line of the public road, thence by line of Annie Wright North 71 degrees East 13.3 rods to a post; thence by the Witmer Land and Coal Company, North 35 degrees West 24 rods to a post; thence by the Witmer Land and Coal Company South 71 degrees West 13.3 rods to a post on the public road; thence by the line of said public road, South 35 degrees and 30 minutes East, 24 rods to the place of BEGINNING. Containing two (2) acres. Further having Clearfield County Tax Assessment Number 101-H16-31 and described as house and  $1\frac{3}{4}$  acres surface.

THE SECOND THEREOF:

BEGINNING at an iron pin at corner of formerly of Annie Wright land; thence North 38 degrees, along right-of-way of the state highway, 150 feet to an iron pin, North of spring; thence North 68 degrees East, 73 feet to a post; thence South 38 degrees East, 154 feet to a post in run; thence North 69 degrees West, 79 feet to post and place of BEGINNING. Containing 11,552 square feet. Further having Clearfield County Tax Assessment Number 101-H16-30.

HAVING THEREON ERECTED A DWELLING KNOWN AS RD 1, Box 17, Irvona, Pennsylvania.

BEING THE SAME PREMISES WHICH Joyce Stover, by Deed dated October 26, 1999 and recorded November 3, 1999 as Clearfield County Instrument Number 199918223, granted and conveyed unto Dennis H. Traveny.

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NAME    TRAVENY                      NO.            03-286-CD

NOW,        February 6, 2004                      , 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                      6TH                      day of                      FEBRUAR 2004, I exposed the within described real estate of                      DENNIS H. TRAVENY to public venue or outcry at which time and place I sold the same to                      WASHINGTON MUTUAL BANK, FA he/she being the highest bidder, for the sum of                      \$1.00 + COSTS                      and made the following appropriations, viz:

## **SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	19.44
LEVY	15.00
MILEAGE	19.44
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
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
<b>TOTAL SHERIFF COSTS</b>	<b>224.32</b>

## **DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

## **PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	48,465.29
INTEREST	5,840.46
TO BE ADDED        TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	413.68
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	2,423.26
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	2,000.00
<b>TOTAL DEBT &amp; INTEREST</b>	<b>59,142.69</b>

## **COSTS:**

ADVERTISING	339.57
TAXES - collector	
TAXES - tax claim	1,878.14
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	224.32
LEGAL JOURNAL AD	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>2,927.53</b>
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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