

03-468-CD
MORTGAGE ELECTRONIC REGISTRATION, ET AL. VS.
KRISTIN C. FRANCISCO, ET AL

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2003 - 468 - 20

**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

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William A. Shaw
Prothonotary
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MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

: 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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
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: IN THE COURT OF COMMON PLEAS
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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, herein after referred to as MERS, is the owner of the legal title to the Mortgage subject to the Mortgage to this action and nominee for Washington Mutual Bank, FA, which is the owner of the entire beneficial interest in the Mortgage, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, KRISTIN C. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661. Defendant, SCOTT D. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661.
3. On or about, November 3, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$35,405.00 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, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200016477 conveying to original Mortgagee the subject premises.

The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200109183. Mortgage Electronic Registration Systems, Inc. is acting solely as nominee for Washington Mutual Bank, FA its Successors and Assigns. The Said Mortgage and Assignment are attached hereto and marked as Exhibit "A".

5. The land subject to the Mortgage is: 53 ROUTE 53, MADERA, PENNSYLVANIA 16661 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on November 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$34,610.19
Interest at \$8.05 per day From 10/01/2002 To 04/01/2003 (based on contract rate of 8.500%)	\$1,706.60
Accumulated Late Charges	\$54.44
Late Charges \$13.61 From 11/01/2002 to 04/01/2003	\$95.26
Escrow Balance	\$67.77
Attorney's Fee at 5% of Principal Balance	\$1,730.51
TOTAL	<hr/> \$38,264.77

**Together with interest at the per diem rate noted above after April 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 each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have 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 8.500% (\$8.05 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)

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200016477
RECORDED ON
NOV 03, 2000
1:07:02 PM
RECORDING FEES - \$25.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE WRTI TAX \$0.50
TOTAL \$27.50
CUSTOMER
ABSOLUTE SETTLEMENT CD

WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
FINAL REVIEW AU 052
Parcel Number:

[Space Above This Line For Recording Data]

3039
H90

MORTGAGE

4404372-863

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 03, 2000. The mortgagor is
SCOTT D. FRANCISCO AND, KRISTIN C. FRANCISCO

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE, and whose
address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403
("Lender"). Borrower owes Lender the principal sum of
THIRTY FIVE THOUSAND FOUR HUNDRED FIVE AND 00/100

Dollars (U.S. \$ 35,405.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
DECEMBER 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
CLEARFIELD County, Pennsylvania:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
EXHIBIT AND IS MADE A PART HEREOF.

which has the address of ROUTE 53, MADERA
Pennsylvania 16661

(Zip Code)

("Property Address");

(Street, City).

PENNSYLVANIA - Single Family - FNDMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/90
Amended 12/93
-GHPA (0912)
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 7

Initials: KCF SDZ

Exhibit "A"



Exhibit A

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower

shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Form 3039 9/90

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend

time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input checked="" type="checkbox"/> Other(s) [specify] MORTGAGE INSURANCE RIDER | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Carl A. Lias
Carl A. Lias

Scott D. Francisco (Seal)
SCOTT D. FRANCISCO -Borrower

Kristin C. Francisco (Seal)
KRISTIN C. FRANCISCO -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, Carl A. Lias
address of the within named Mortgagee is

3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

, do hereby certify that the correct

Witness my hand this

3rd

day of November, 2000.

Carl A. Lias
Notary Public

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County of CLEARFIELD

On this, the 3rd day of November, 2000, before me, the undersigned officer, personally appeared SCOTT D. FRANCISCO, KRISTIN C. FRANCISCO

the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

NOTARIAL SEAL
CARL A. LIAS, Notary Public
DuBois, Clearfield County
My Commission Expires March 31, 2003

Settlement Officer
Title of Officer

MORTGAGE INSURANCE RIDER

SN93 H90

4404372-863

THIS MORTGAGE INSURANCE RIDER is made this 3RD day of NOVEMBER, 2000 and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's FIXED rate note (the "Note") to

NORTH AMERICAN MORTGAGE COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at ROUTE 53

MADERA, PA 16661

[Property Address]

The Security Instrument is amended by adding the following at the end of Section 8:

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed as "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



Multistate Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument

Form 3160 6/00

06/00 LR167USA

Page 1 of 2

Initials: KCF

SDF

(B) Any such agreements will not affect the rights Borrower has-if any-with respect to the Mortgage Insurance under the Homesteaders Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

Scott D. Francisco (Seal) Kristin C. Francisco (Seal)
SCOTT D. FRANCISCO Borrower KRISTIN C. FRANCISCO Borrower

____ (Seal) ____ (Seal)
Borrower Borrower

____ [Space Below This Line for Acknowledgement] ____

STATE of PA . Clearfield COUNTY SS:

On this 3rd day of November . 2000 , personally appeared before me
the signers of the above instrument, who duly acknowledged to me that They executed the same.

My Commission expires:

Carl A. Jura
Notary Public residing at:

RAVEN L. STANCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200109183

RECORDED ON
JUN 18, 2001
12:17:43 PM

RECORDING FEE - \$13.00
RECORDED
COUNTY IMPROVEMENT \$1.00
FUND
RECONDER
IMPROVEMENT FUND
STATE MORT TAX \$0.50
TOTAL \$15.50
CUSTOMER
NORTH AMERICAN MORTGAGE
COMPANY

THIS INSTRUMENT PREPARED BY:
NORTH AMERICAN MORTGAGE COMPANY
3883 AIRWAY DRIVE
SANTA ROSA, CA 95403
WHEN RECORDED RETURN TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808005
PETALUMA, CA 94975
ATTN: PATTY LEACH - AU8008 - AMAT

4404372 - 863 H90
5300090320
674

POOL #: 560000

ORIGINAL MORTGAGE AMOUNT:
\$35,405.00

ASSIGNMENT OF MORTGAGE

That **NORTH AMERICAN MORTGAGE COMPANY** ("Assignor"), for valuable consideration paid by Assignor to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, its successors and assigns, as nominee for **WASHINGTON MUTUAL HOME LOANS, INC. F/K/A PNC MORTGAGE CORP. OF AMERICA**, ("Assignee"), its successors and assigns, P.O. BOX 2026, FLINT, MICHIGAN 48501-2026 the receipt whereof is hereby acknowledged, does hereby assign, transfer, set over, and deliver unto the Assignee, its successors and assigns:

THAT certain mortgage dated November 03, 2000 made by FRANCISCO, SCOTT D.
FRANCISCO, KRISTIN C.

Recorded in CLEARFIELD County, state of Pennsylvania in Mortgage Book _____
Page _____ Instrument No. 200016477
, recorded on November 03, 2000; together with all right, title and interest in and to the property covered by said mortgage; the promissory note dated November 03, 2000, secured thereby and all monies, both principal and interest due and to become due pursuant to the provisions of said mortgage and note and the benefit of all rights, powers, covenants, and agreements in said mortgage and note therein set forth.

Tax parcel identification number _____

Property Address: **ROUTE 53, MADERA, PA 16661**

TO HAVE AND TO HOLD the same unto the Assignee and its successor and assigns forever.

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Martha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

4404372 - 863 H90
5300090320

POOL #: 560000

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed this May 02, 2001

(corporate seal)

NORTH AMERICAN MORTGAGE COMPANY

BY:

R. WALLACE

ITS: VICE PRESIDENT

ATTESTED

BY:

S. FINLEY

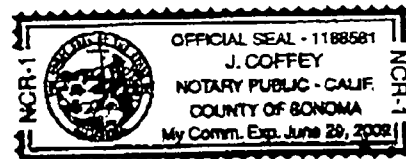
ITS: ASSISTANT SECRETARY

STATE OF CALIFORNIA
COUNTY OF SONOMA

On May 02, 2001, before me J. COFFEY, a Notary Public,personally appeared R. WALLACE as VICE PRESIDENT

. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

(seal)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Assignee is

P.O. BOX 2026, FLINT, MICHIGAN 48501-2026[Signature]
R. WALLACE

VICE PRESIDENT

PNC01C PA-1.RSL

PAGE: 2

MIN 100012453000903208 MERS PHONE: 1-888-679-6377

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 55 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH
WASHINGTON MUTUAL BANK, FA HOLDER OF THE ENTIRE BENEFICIAL
INTEREST IN THE MORTGAGE

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 APRIL 1, 2003

By Lovey Barger
Lovey Barger
Title Att. Asst. Secretary

16 Sept 03 Document
Reinstated/Released to Sheriff's Attorney
for service.
William A. Shaw
~~Deputy~~ Prothonotary

FILED

APR 02 2003

William A. Shaw
Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO
SCOTT D. FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2003-468-CD

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: May 29, 2003

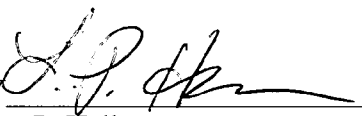
FILED

MAY 30 2003

William A. Shaw
Prothonotary

PURCELL, KRUG, & HALLER

BY


Leon P. Haller

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

FILED

Atty. Gen.

7.00

MAY 11 11:15 AM '03

2 Comp. re-instated
to SHS

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
VS.
FRANCISCO, KRISTIN C. & SCOTT D.
COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 13900
03-468-CD

SHERIFF RETURNS

NOW APRIL 21, 2003 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SCOTT D. FRANCISCO, DEFENDANT AT RESIDENCE, 568 ALEXANDER ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID FRANCISCO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVING/COUDRIET

NOW MAY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KRISTN C. FRANCISCO, DEFENDANT. MOVED TO PO BOX 1244, CLEARFIELD, PA. (NO PHYSICAL ADDRESS).

NOW MAY 28, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, HOUSE EMPTY" AS TO OCCUPANT/TENANT AT 53 RT. 53 MADERA, PA.

FILED
BP 0 1:59 BA
MAY 30 2003

William A. Shaw
Prothonotary

Return Costs

Cost	Description
43.12	SHERIFF HAWKINS PAID BY: ATTY CK# 68556
30.00	SURCHARGE PAID BY: ATTY CK# 68557

Sworn to Before Me This

30 Day Of May 2003
William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Hamr
Chester A. Hawkins
Sheriff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2003-468-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

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

APR 02 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:

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

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

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, herein after referred to as MERS, is the owner of the legal title to the Mortgage subject to the Mortgage to this action and nominee for Washington Mutual Bank, FA, which is the owner of the entire beneficial interest in the Mortgage, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, KRISTIN C. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661. Defendant, SCOTT D. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661.
3. On or about, November 3, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$35,405.00 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, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200016477 conveying to original Mortgagee the subject premises.

The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200109183. Mortgage Electronic Registration Systems, Inc. is acting solely as nominee for Washington Mutual Bank, FA its Successors and Assigns. The Said Mortgage and Assignment are attached hereto and marked as Exhibit "A".

5. The land subject to the Mortgage is: 53 ROUTE 53, MADERA, PENNSYLVANIA 16661 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on November 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$34,610.19
Interest at \$8.05 per day From 10/01/2002 To 04/01/2003 (based on contract rate of 8.500%)	\$1,706.60
Accumulated Late Charges	\$54.44
Late Charges \$13.61 From 11/01/2002 to 04/01/2003	\$95.26
Escrow Balance	\$67.77
Attorney's Fee at 5% of Principal Balance	\$1,730.51
TOTAL	<hr/> \$38,264.77

**Together with interest at the per diem rate noted above after April 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 each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have 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 8.500% (\$8.05 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)

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200016477
RECORDED ON
NOV 03, 2000
1:07:02 PM

RECORDING FEES - \$25.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE WRT TAX \$0.50
TOTAL \$27.50
CUSTOMER
ABSOLUTE SETTLEMENT CO

WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
FINAL REVIEW AU 052
Parcel Number:

[Space Above This Line For Recording Data]

3039
H90

MORTGAGE

4404372-863

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 03, 2000. The mortgagor is
SCOTT D. FRANCISCO AND, KRISTIN C. FRANCISCO

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE, and whose
address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403
("Lender"). Borrower owes Lender the principal sum of
THIRTY FIVE THOUSAND FOUR HUNDRED FIVE AND 00/100

Dollars (U.S. \$ 35,405.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
DECEMBER 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
County, Pennsylvania:

CLEARFIELD

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
EXHIBIT AND IS MADE A PART HEREOF.

which has the address of ROUTE 53, MADERA
Pennsylvania 15561

("Property Address");

[Street, City].

[Zip Code]

PENNSYLVANIA - Single Family - FIDMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/90
Amended 12/93

2000-ENIPA (0912)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 7

Initials: KCF SDP



Exhibit "A"

Exhibit A

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 55 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower

shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Form 3033 9/90

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend

time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

MORTGAGE INSURANCE RIDER

SN93 H90

4404372-853

THIS MORTGAGE INSURANCE RIDER is made this 3RD day of NOVEMBER, 2000 and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's FIXED rate note (the "Note") to

NORTH AMERICAN MORTGAGE COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at ROUTE 53

[Property Address]

MADERA, PA 16661

The Security Instrument is amended by adding the following at the end of Section 8:

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed as "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



Multistate Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument Form 3160 6/00
02/00 LR167USA Page 1 of 2 Initials: KCF
SOF

(B) Any such agreements will not affect the rights Borrower has-if any-with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

Scott D. Francisco (Seal) *Kristin C. Francisco* (Seal)
SCOTT D. FRANCISCO Borrower KRISTIN C. FRANCISCO Borrower

____ (Seal) ____ (Seal)
Borrower Borrower

____ [Space Below This Line for Acknowledgement] ____

STATE of PA , Clearfield COUNTY SS:

On this 3rd day of November , 2000 , personally appeared before me
the signers of the above instrument, who duly acknowledged to me that They executed the same.

My Commission expires:

Carl G. Furr
Notary Public residing at:

KAREN L. STANCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200109193

RECORDED ON

JUN 18, 2001
12:17:43 PM

RECORDING FEE - \$13.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE SPLIT TAX \$0.50

TOTAL \$15.50

CUSTOMER

NORTH AMERICAN MORTGAGE
COMPANY

THIS INSTRUMENT PREPARED BY:
NORTH AMERICAN MORTGAGE COMPANY
3883 AIRWAY DRIVE
SANTA ROSA, CA 95403
WHEN RECORDED RETURN TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808005
PETALUMA, CA 94975
ATTN: PATTY LEACH - AU8008 - AMAT

4404372 - 863 H90
5300090320
674

POOL #: 560000

ORIGINAL MORTGAGE AMOUNT:
\$35,405.00

ASSIGNMENT OF MORTGAGE

That NORTH AMERICAN MORTGAGE COMPANY ("Assignor"), for valuable consideration paid by Assignor to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., its successors and assigns, as nominee for WASHINGTON MUTUAL HOME LOANS, INC. F/K/A PNC MORTGAGE CORP. OF AMERICA, ("Assignee"), its successors and assigns, P.O. BOX 2026, FLINT, MICHIGAN 48501-2026 the receipt whereof is hereby acknowledged, does hereby assign, transfer, set over, and deliver unto the Assignee, its successors and assigns:

THAT certain mortgage dated November 03,2000 made by FRANCISCO, SCOTT D.
FRANCISCO, KRISTIN C.

Recorded in CLEARFIELD County, state of Pennsylvania in Mortgage Book _____
Page _____ Instrument No. 200016477
, recorded on November 03,2000 ;together with all right, title and interest in and to the property covered by said mortgage; the promissory note dated November 03,2000 , secured thereby and all monies, both principal and interest due and to become due pursuant to the provisions of said mortgage and note and the benefit of all rights, powers, covenants, and agreements in said mortgage and note therein set forth.

Tax parcel identification number _____

Property Address: ROUTE 53, MADERA, PA 16661

TO HAVE AND TO HOLD the same unto the Assignee and its successor and assigns forever.

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

4404372 - 863 H90
5300090320

POOL #:

560000

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed this May 02, 2001

(corporate seal)

NORTH AMERICAN MORTGAGE COMPANY

BY:

R. WALLACE

ITS: VICE PRESIDENT

ATTESTED

BY:

S. FINLEY

ITS: ASSISTANT SECRETARY

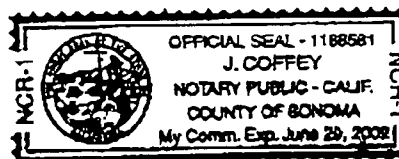
STATE OF CALIFORNIA
COUNTY OF SONOMA

On May 02, 2001, before me J. COFFEY, a Notary Public,

personally appeared R. WALLACE as VICE PRESIDENT

. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

(seal)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Assignee is

P.O. BOX 2026, FLINT, MICHIGAN 48501-2026[Signature]
R. WALLACE

VICE PRESIDENT

PNC01C PA-1.RSL

PAGE: 2

MIN 100012453000903208

MERS PHONE: 1-888-679-6377

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Martha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH
WASHINGTON MUTUAL BANK, FA HOLDER OF THE ENTIRE BENEFICIAL
INTEREST IN THE MORTGAGE

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 APRIL 1, 2003

By LOVEY BARGER
Lovey Barger
Title _Att. Asst. Secretary_

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2003-468-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

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

APR 02 2003

Attest.

William D. Brown
Prothonotary/
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

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

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

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, herein after referred to as MERS, is the owner of the legal title to the Mortgage subject to the Mortgage to this action and nominee for Washington Mutual Bank, FA, which is the owner of the entire beneficial interest in the Mortgage, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, KRISTIN C. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661. Defendant, SCOTT D. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661.
3. On or about, November 3, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$35,405.00 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, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200016477 conveying to original Mortgagee the subject premises.

The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200109183. Mortgage Electronic Registration Systems, Inc. is acting solely as nominee for Washington Mutual Bank, FA its Successors and Assigns. The Said Mortgage and Assignment are attached hereto and marked as Exhibit "A".

5. The land subject to the Mortgage is: 53 ROUTE 53, MADERA, PENNSYLVANIA 16661 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on November 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$34,610.19
Interest at \$8.05 per day From 10/01/2002 To 04/01/2003 (based on contract rate of 8.500%)	\$1,706.60
Accumulated Late Charges	\$54.44
Late Charges \$13.61 From 11/01/2002 to 04/01/2003	\$95.26
Escrow Balance	\$67.77
Attorney's Fee at 5% of Principal Balance	\$1,730.51
TOTAL	<hr/> \$38,264.77

**Together with interest at the per diem rate noted above after April 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 each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have 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 8.500% (\$8.05 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)

KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200016477

RECORDED ON

NOV 03, 2000
1:07:02 PM

RECORDING FEES - \$25.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50
TOTAL \$27.50

CUSTOMER
ABSOLUTE SETTLEMENT CO

WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
FINAL REVIEW AU 052
Parcel Number:

[Space Above This Line For Recording Data]

3039
H90

4404372-863

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 03, 2000. The mortgagor is
SCOTT D. FRANCISCO AND, KRISTIN C. FRANCISCO

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE, and whose
address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403
("Lender"). Borrower owes Lender the principal sum of
THIRTY FIVE THOUSAND FOUR HUNDRED FIVE AND 00/100

Dollars (U.S. \$ 35,405.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

CLEARFIELD

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
EXHIBIT AND IS MADE A PART HEREOF.

which has the address of ROUTE 53, MADERA
Pennsylvania 15581

(Zip Code)

("Property Address");

(Street, City).

PENNSYLVANIA - Single Family - FNMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/90
Amended 12/93

2002-6H(PA) (0912)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 7

Initials: KCF SDZ

Exhibit "A"



Exhibit A

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:
(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower

shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Form 3039 9/90

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend

time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ VA Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☒ Other(s) [specify] MORTGAGE INSURANCE RIDER
- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Carl A. Lias
Carl A. Lias

Scott D. Francisco (Seal)
 SCOTT D. FRANCISCO -Borrower

Kristin C. Francisco (Seal)
 KRISTIN C. FRANCISCO -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

Certificate of Residence

I, Carl A. Lias
 address of the within named Mortgagee is

, do hereby certify that the correct
 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

Witness my hand this 3rd day of November, 2000.

Carl A. Lias
 Notary Public

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County

On this, the 3rd day of November, 2000, before me, the undersigned officer, personally appeared SCOTT D. FRANCISCO, KRISTIN C. FRANCISCO

known to me (or satisfied by me) to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 My Commission Expires:

NOTARIAL SEAL
 CARL A. LIAS, Notary Public
 DuBois, Clearfield County
 My Commission Expires March 31, 2003

Settlement Officer
 Title of Officer

MORTGAGE INSURANCE RIDER

SN99 H90

4404372-853

THIS MORTGAGE INSURANCE RIDER is made this 3RD day of NOVEMBER, 2000 and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's FIXED rate note (the "Note") to

NORTH AMERICAN MORTGAGE COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at ROUTE 53

MADERA, PA 16681

[Property Address]

The Security Instrument is amended by adding the following at the end of Section 8:

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed as "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



Multistate Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument Form 3160 6/00

08/00 LR167USA

Page 1 of 2

Initials: KCF

SDF

(B) Any such agreements will not affect the rights Borrower has-if any-with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

Scott D. Francisco (Seal) Kristin C. Francisco (Seal)
SCOTT D. FRANCISCO Borrower KRISTIN C. FRANCISCO Borrower

____ (Seal) ____ (Seal)
Borrower Borrower

____ [Space Below This Line for Acknowledgement] ____

STATE of PA . Clearfield COUNTY SS:

On this 3rd day of November , 2000 , personally appeared before me
the signers of the above instrument, who duly acknowledged to me that They executed the same.

My Commission expires:

Carl A. Jura
Notary Public residing at:

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200109183

RECORDED ON
JUN 18, 2001
12:17:43 PM

RECORDING FEE - \$12.00
RECORDED

COUNTY IMPROVEMENT \$1.00
FUND

RECORDS IMPROVEMENT FUND \$1.00

STATE MORT TAX \$0.50

TOTAL \$15.50

CUSTOMER
NORTH AMERICAN MORTGAGE
COMPANY

THIS INSTRUMENT PREPARED BY:
NORTH AMERICAN MORTGAGE COMPANY
3883 AIRWAY DRIVE
SANTA ROSA, CA 95403
WHEN RECORDED RETURN TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808005
PETALUMA, CA 94975
ATTN: PATTY LEACH - AU8008 - AMAT

4404372 - 863 H90
5300090320
674

POOL #: 560000

ORIGINAL MORTGAGE AMOUNT:
\$35,405.00

ASSIGNMENT OF MORTGAGE

That NORTH AMERICAN MORTGAGE COMPANY ("Assignor"), for valuable consideration paid by Assignor to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., its successors and assigns, as nominee for WASHINGTON MUTUAL HOME LOANS, INC. F/K/A PNC MORTGAGE CORP. OF AMERICA, ("Assignee"), its successors and assigns, P.O. BOX 2026, FLINT, MICHIGAN 48501-2026 the receipt whereof is hereby acknowledged, does hereby assign, transfer, set over, and deliver unto the Assignee, its successors and assigns:

THAT certain mortgage dated November 03, 2000 made by FRANCISCO, SCOTT D.
FRANCISCO, KRISTIN C.

Recorded in CLEARFIELD County, state of Pennsylvania in Mortgage Book _____
Page _____ Instrument No. 200016477
, recorded on November 03, 2000 ; together with all right, title and interest in and to the property covered by said mortgage; the promissory note dated November 03, 2000 , secured thereby and all monies, both principal and interest due and to become due pursuant to the provisions of said mortgage and note and the benefit of all rights, powers, covenants, and agreements in said mortgage and note therein set forth.

Tax parcel identification number _____

Property Address: ROUTE 53, MADERA, PA 16661

TO HAVE AND TO HOLD the same unto the Assignee and its successor and assigns forever.



4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

4404372 - 863 H90
5300090320

POOL #:

560000

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed this May 02, 2001

(corporate seal)

NORTH AMERICAN MORTGAGE COMPANY

BY:

R. WALLACE

ITS: VICE PRESIDENT

ATTESTED

BY:

S. FINLEY

ITS: ASSISTANT SECRETARY

STATE OF CALIFORNIA
COUNTY OF SONOMA

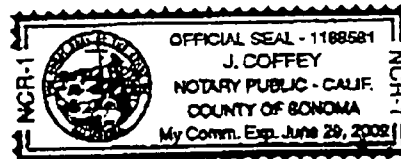
On May 02, 2001, before me J. COFFEY, a Notary Public,

personally appeared R. WALLACE as VICE PRESIDENT

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(seal)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Assignee is

P.O. BOX 2026, FLINT, MICHIGAN 48501-2026

R. WALLACE

VICE PRESIDENT

PNC01C PA-1.RSL

PAGE: 2

MIN 100012453000903208

MERS PHONE: 1-888-679-6377

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 55 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Martha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH
WASHINGTON MUTUAL BANK, FA HOLDER OF THE ENTIRE BENEFICIAL
INTEREST IN THE MORTGAGE

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 APRIL 1, 2003

By Lovey Barger
Lovey Barger
Title Att. Asst. Secretary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

VS.

FRANCISCO, KRISTIN C. & SCOTT D.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

13900

03-468-CD

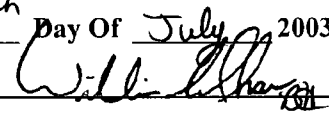

SHERIFF RETURNS

NOW JULY 9, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KRISTIN C. FRANCISCO, DEFENDANT AT 206 BRISBAN ST., HOUTZDALE, PA; HI BOX 35, CURWENSVILLE, PA.; and 424 RIVER ROAD 1, CLEARFIELD, PA.. DEFENDANTS LAST KNOWN ADDRESS IS PO BOX 1244, CLEARFIELD, PA. (NO PHYSICAL ADDRESS).


Return Costs

Cost	Description
28.96	SHERIFF HAWKINS PAID BY: ATTY CK# 72063
10.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

9th Day Of July 2003

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


So Answers,


Chester A. Hawkins
Sheriff

FILED

013:30 AM
JUL 09 2003

William A. Shaw
Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-468-CD

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

NOTICE

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

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

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

5-30-03 Document
Reinstated/Issued to Sheriff/Attorney
for service.
Willie L. Hargis
Deputy Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

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

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

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, herein after referred to as MERS, is the owner of the legal title to the Mortgage subject to the Mortgage to this action and nominee for Washington Mutual Bank, FA, which is the owner of the entire beneficial interest in the Mortgage, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, KRISTIN C. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661. Defendant, SCOTT D. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661.
3. On or about, November 3, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$35,405.00 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, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200016477 conveying to original Mortgagee the subject premises.

The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200109183. Mortgage Electronic Registration Systems, Inc. is acting solely as nominee for Washington Mutual Bank, FA its Successors and Assigns. The Said Mortgage and Assignment are attached hereto and marked as Exhibit "A".

5. The land subject to the Mortgage is: 53 ROUTE 53, MADERA, PENNSYLVANIA 16661 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on November 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$34,610.19
Interest at \$8.05 per day From 10/01/2002 To 04/01/2003 (based on contract rate of 8.500%)	\$1,706.60
Accumulated Late Charges	\$54.44
Late Charges \$13.61 From 11/01/2002 to 04/01/2003	\$95.26
Escrow Balance	\$67.77
Attorney's Fee at 5% of Principal Balance	\$1,730.51
TOTAL	<u>\$38,264.77</u>

**Together with interest at the per diem rate noted above after April 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 each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have 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 8.500% (\$8.05 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, KREG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200016477
RECORDED ON
Nov 03, 2000
1:07:02 PM

RECORDING FEES - \$25.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$27.50
CUSTOMER
ABSOLUTE SETTLEMENT CO

WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
FINAL REVIEW AU 052
Parcel Number:

[Space Above This Line For Recording Data]

3039
H90

4404372-863

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 03, 2000. The mortgagor is
SCOTT D. FRANCISCO AND, KRISTIN C. FRANCISCO

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE, and whose
address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 ("Lender"). Borrower owes Lender the principal sum of
THIRTY FIVE THOUSAND FOUR HUNDRED FIVE AND 00/100

Dollars (U.S. \$ 35,405.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
DECEMBER 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
County, Pennsylvania:

CLEARFIELD

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
EXHIBIT AND IS MADE A PART HEREOF.

which has the address of ROUTE 53, MADERA
Pennsylvania 16661

[Zip Code]

("Property Address");

[Street, City]

PENNSYLVANIA - Single Family - FNMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/80
Amended 12/93

② -GHPA (19912)

VMP MORTGAGE FORMS - (800)521-7231

Page 1 of 7

Initials: KCF SD#

Exhibit "A"



Exhibit A

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower

shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Form 3039 9/90

Initials: KLFSOE

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend

time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

Witnesses:

Witnesses:

Carl A. Jura

Carl A. Jura

Scott D. Francisco (Seal)
SCOTT D. FRANCISCO -Borrower

Kristin C. Francisco (Seal)
KRISTIN C. FRANCISCO -Borrower

I, Carl A. Lutz
address of the within named Mortgagee is

3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

Witness my hand this 3rd

day of November, 200

COMMONWEALTH OF PENNSYLVANIA.

CLEARFIELD

County:

On this, the 3rd day of November, 2006, officer, personally appeared SCOTT D. FRANCISCO, KRISTIN C. FRANCISCO

the person whose name subscribed executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.
My Commission Expires: _____

NOTARIAL SEAL
CARL A. LIAS, Notary Public
DuBois, Clearfield County
My Commission Expires March 31, 2003

Title of Officer

MORTGAGE INSURANCE RIDER

SN93 H90

4404372-863

THIS MORTGAGE INSURANCE RIDER is made this 3RD day of NOVEMBER, 2000 and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's FIXED rate note (the "Note") to

NORTH AMERICAN MORTGAGE COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at ROUTE 53

[Property Address]

MADERA, PA 16861

The Security Instrument is amended by adding the following at the end of Section 8:

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed as "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



Multistate Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument Form 3160 6/00

08/00 LR167USA

Page 1 of 2

Initials: KCFSDF

(B) Any such agreements will not affect the rights Borrower has-if any-with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

Scott D. Francisco (Seal) Kristin C. Francisco (Seal)
SCOTT D. FRANCISCO Borrower KRISTIN C. FRANCISCO Borrower

____ (Seal) _____ (Seal)
Borrower Borrower

____ [Space Below This Line for Acknowledgement] _____

STATE of PA . Clearfield COUNTY SS:

On this 3rd day of November . 2000 , personally appeared before me the signers of the above instrument, who duly acknowledged to me that They executed the same.

My Commission expires:

Carl G. Juan
Notary Public residing at:

KAREN L. STANOR
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200109183

RECORDED ON

JUN 18, 2001
12:17:43 PM

RECORDING FEE - \$13.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE MILE TAX \$0.50

TOTAL \$15.50

CUSTOMER
NORTH AMERICAN MORTGAGE
COMPANY

THIS INSTRUMENT PREPARED BY:
NORTH AMERICAN MORTGAGE COMPANY
3883 AIRWAY DRIVE
SANTA ROSA, CA 95403
WHEN RECORDED RETURN TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808005
PETALUMA, CA 94975
ATTN: PATTY LEACH - AU8008 - AMAT

4404372 - 863 H90
5300090320
674

POOL #: 560000

ORIGINAL MORTGAGE AMOUNT:
\$35,405.00

ASSIGNMENT OF MORTGAGE

That NORTH AMERICAN MORTGAGE COMPANY ("Assignor"), for valuable consideration paid by Assignor to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., its successors and assigns, as nominee for WASHINGTON MUTUAL HOME LOANS, INC. F/K/A PNC MORTGAGE CORP. OF AMERICA, ("Assignee"), its successors and assigns, P.O. BOX 2026, FLINT, MICHIGAN 48501-2028 the receipt whereof is hereby acknowledged, does hereby assign, transfer, set over, and deliver unto the Assignee, its successors and assigns:

THAT certain mortgage dated November 03, 2000 made by FRANCISCO, SCOTT D.
FRANCISCO, KRISTIN C.

Recorded in CLEARFIELD County, state of Pennsylvania in Mortgage Book _____

Page _____ Instrument No. 200016477

, recorded on November 03, 2000, together with all right, title and interest in and to the property covered by said mortgage; the promissory note dated November 03, 2000, secured thereby and all monies, both principal and interest due and to become due pursuant to the provisions of said mortgage and note and the benefit of all rights, powers, covenants, and agreements in said mortgage and note therein set forth.

Tax parcel identification number _____

Property Address: ROUTE 53, MADERA, PA 16661

TO HAVE AND TO HOLD the same unto the Assignee and its successor and assigns forever.



4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed this May 02, 2001

(corporate seal)

NORTH AMERICAN MORTGAGE COMPANY

BY:

R. WALLACE

ITS: VICE PRESIDENT

ATTESTED

BY:

S. FINLEY

ITS: ASSISTANT SECRETARY

STATE OF CALIFORNIA
COUNTY OF SONOMA

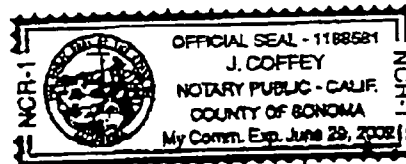
On May 02, 2001, before me J. COFFEY, a Notary Public,

personally appeared R. WALLACE as VICE PRESIDENT

. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature J. Coffey



(seal)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Assignee is

P.O. BOX 2026, FLINT, MICHIGAN 48501-2026

R. WALLACE

VICE PRESIDENT

PNC01C PA-1.RSL

PAGE: 2

MIN 100012453000903208

MERS PHONE: 1-888-679-6377

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Martha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH
WASHINGTON MUTUAL BANK, FA HOLDER OF THE ENTIRE BENEFICIAL
INTEREST IN THE MORTGAGE

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 APRIL 1, 2003

By LOVEY BARGER
Lovey Barger
Title Att. Asst. Secretary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO

Defendants

COP
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-468-CD

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

NOTICE

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

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

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

5-30-03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Will [Signature]
County Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

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

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

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, herein after referred to as MERS, is the owner of the legal title to the Mortgage subject to the Mortgage to this action and nominee for Washington Mutual Bank, FA, which is the owner of the entire beneficial interest in the Mortgage, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, KRISTIN C. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661. Defendant, SCOTT D. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661.
3. On or about, November 3, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$35,405.00 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, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200016477 conveying to original Mortgagee the subject premises.

The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200109183. Mortgage Electronic Registration Systems, Inc. is acting solely as nominee for Washington Mutual Bank, FA its Successors and Assigns. The Said Mortgage and Assignment are attached hereto and marked as Exhibit "A".

5. The land subject to the Mortgage is: 53 ROUTE 53, MADERA, PENNSYLVANIA 16661 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on November 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$34,610.19
Interest at \$8.05 per day From 10/01/2002 To 04/01/2003 (based on contract rate of 8.500%)	\$1,706.60
Accumulated Late Charges	\$54.44
Late Charges \$13.61 From 11/01/2002 to 04/01/2003	\$95.26
Escrow Balance	\$67.77
Attorney's Fee at 5% of Principal Balance	\$1,730.51
TOTAL	<hr/> \$38,264.77

**Together with interest at the per diem rate noted above after April 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 each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have 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 8.500% (\$8.05 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)

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200016477
RECORDED ON
Nov 03, 2000
1:07:02 PM

RECORDING FEES - \$25.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE MORT TAX \$9.50
TOTAL \$27.50
CUSTOMER
ABSOLUTE SETTLEMENT CO

WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
FINAL REVIEW AU 052
Parcel Number:

[Space Above This Line For Recording Data]

3039
H90

4404372-863

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 03, 2000 . The mortgagor is
SCOTT D. FRANCISCO AND, KRISTIN C. FRANCISCO

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE , and whose
address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403
("Lender"). Borrower owes Lender the principal sum of
THIRTY FIVE THOUSAND FOUR HUNDRED FIVE AND 00/100

Dollars (U.S. \$ 35,405.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
DECEMBER 01, 2030 . This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
CLEARFIELD County, Pennsylvania:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
EXHIBIT AND IS MADE A PART HEREOF.

which has the address of ROUTE 53, MADERA
Pennsylvania 16661

("Property Address");

(Street, City).

(Zip Code)

PENNSYLVANIA - Single Family - FDMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/90
Amended 12/93
-GHPA (9912)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 7

Initials *KCF SDP*



Exhibit "A"

Exhibit A

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 55 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower

shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend

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time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ VA Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☒ Other(s) [specify] MORTGAGE IN

- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witnesses:

Carl A. Jern

Carl A. Jern

(Seal)

-Borrower

Scott D. Francisco (Seal)
SCOTT D. FRANCISCO -Borrower

Krist C. Francisco (Seal)
KRISTIN C. FRANCISCO -Borrower

____ (Seal)
-Borrower

Certificate of Residence

I, Carl A. Lars
address of the within named Mortgagee is

3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

Witness my hand this

3rd

day of November, 2000

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD

Count

On this, the 3rd day of November, 2006, officer, personally appeared SCOTT D. FRANCISCO, KRISTIN C. FRANCISCO

the person whose name subscribed
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: _____

NOTARIAL SEAL
CARL A. LIAS, Notary Public
DuBois, Clearfield County
My Commission Expires March 31, 2003

Title of Officer

Form 30399/90

MORTGAGE INSURANCE RIDER

4404372-863

SN93 H90

THIS MORTGAGE INSURANCE RIDER is made this 3RD day of NOVEMBER, 2000 and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's FIXED rate note (the "Note") to

NORTH AMERICAN MORTGAGE COMPANY
("Lender") of the same date and covering the property described in the Security Instrument and located at ROUTE 53

MADERA, PA 16681

[Property Address]

The Security Instrument is amended by adding the following at the end of Section 8:

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed as "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



Multistate Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument Form 3160 6/00

06/00 LR167USA

Page 1 of 2

Initials: KCF

SDF

(B) Any such agreements will not affect the rights Borrower has-if any-with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

Scott D. Francisco (Seal) Kristin C. Francisco (Seal)
 SCOTT D. FRANCISCO Borrower KRISTIN C. FRANCISCO Borrower
 _____ (Seal) _____ (Seal)
 _____ Borrower _____ Borrower

[Space Below This Line for Acknowledgement]

STATE of PA . Clearfield COUNTY SS:

On this 3rd day of November . 2000 , personally appeared before me the signers of the above instrument, who duly acknowledged to me that They executed the same.

My Commission expires:

Notary Public residing at:

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200109183

RECORDED ON
JUN 18, 2001
12:17:43 PM

RECORDING FEE - \$13.00
RECORDED

COUNTY IMPROVEMENT \$1.00
FUND

RECORDED IMPROVEMENT FUND \$1.00

STATE MILE TAX 10.50

TOTAL \$15.50

CUSTOMER
NORTH AMERICAN MORTGAGE
COMPANY

THIS INSTRUMENT PREPARED BY:
NORTH AMERICAN MORTGAGE COMPANY
3883 AIRWAY DRIVE
SANTA ROSA, CA 95403
WHEN RECORDED RETURN TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808005
PETALUMA, CA 94975
ATTN: PATTY LEACH - AU8008 - AMAT

4404372 - 863 H90
5300090320
674

POOL #: 560000

ORIGINAL MORTGAGE AMOUNT:
\$35,405.00

ASSIGNMENT OF MORTGAGE

That NORTH AMERICAN MORTGAGE COMPANY ("Assignor"), for valuable consideration paid by Assignor to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., its successors and assigns, as nominee for WASHINGTON MUTUAL HOME LOANS, INC. F/K/A PNC MORTGAGE CORP. OF AMERICA, ("Assignee"), its successors and assigns, P.O. BOX 2026, FLINT, MICHIGAN 48501-2026 the receipt whereof is hereby acknowledged, does hereby assign, transfer, set over, and deliver unto the Assignee, its successors and assigns:

THAT certain mortgage dated November 03, 2000 made by FRANCISCO, SCOTT D.
FRANCISCO, KRISTIN C.

Recorded in CLEARFIELD County, state of Pennsylvania in Mortgage Book _____
Page _____ Instrument No. 200016477
, recorded on November 03, 2000, together with all right, title and interest in and to the property covered by said mortgage; the promissory note dated November 03, 2000, secured thereby and all monies, both principal and interest due and to become due pursuant to the provisions of said mortgage and note and the benefit of all rights, powers, covenants, and agreements in said mortgage and note therein set forth.

Tax parcel identification number _____

Property Address: ROUTE 53, MADERA, PA 16661

TO HAVE AND TO HOLD the same unto the Assignee and its successor and assigns forever.



4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

4404372 - 863 H90
5300090320

POOL #:

560000

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed this May 02, 2001

(corporate seal)

NORTH AMERICAN MORTGAGE COMPANY

BY:

R. WALLACE

ITS: VICE PRESIDENT

ATTESTED

BY:

S. FINLEY

ITS: ASSISTANT SECRETARY

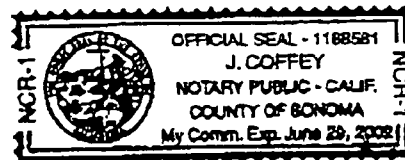
STATE OF CALIFORNIA
COUNTY OF SONOMA

On May 02, 2001, before me J. COFFEY, a Notary Public,

personally appeared R. WALLACE as VICE PRESIDENT

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature J. Coffey

(seal)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Assignee is

P.O. BOX 2026, FLINT, MICHIGAN 48501-2026

R. WALLACE
VICE PRESIDENT

PNC01C PA-1.RSL

PAGE: 2

MIN 100012453000903208 MERS PHONE: 1-888-679-6377

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Martha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH
WASHINGTON MUTUAL BANK, FA HOLDER OF THE ENTIRE BENEFICIAL
INTEREST IN THE MORTGAGE

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 APRIL 1, 2003

By LOVEY BARGER
Lovey Barger
Title Att. Asst. Secretary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO
SCOTT D. FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2003-468-CD


PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: July 16, 2003

PURCELL, KRUG, & HALLER

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

FILED

JUL 17 2003

William A. Shaw
Prothonotary

FILED

Atty pd. 7.00

JUL 11 504 PM '03

1 Complaint Re-instated
to SHS

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Sheriff Docket # 13900

VS.

03-468-CD

FRANCISCO, KRISTIN C. & SCOTT D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 22, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KRITIN C.
FRANCISCO, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

Return Costs

Cost	Description
20.12	SHERIFF HAWKINS PAID BY: ATTY CK# 75931
10.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

22nd Day Of Aug 2003

William A. Shaw

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

E. Shaw

So Answers,

Chester A. Hawkins
My Mauley Harris

Chester A. Hawkins
Sheriff

FILED

03:32:34
AUG 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2003 - 468 - CD

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

NOTICE

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

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

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

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERSENTADAS, 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

7-17-03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
-Deputy Prothonotary

Reinstated/Reassigned to Sheriff/Attorney
for service.

Document

Deputy Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

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

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

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
P.O. Box 1169
Milwaukee, WI 53224

Plaintiff

vs.

KRISTIN C. FRANCISCO AND
SCOTT D. FRANCISCO,

Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, herein after referred to as MERS, is the owner of the legal title to the Mortgage subject to the Mortgage to this action and nominee for Washington Mutual Bank, FA, which is the owner of the entire beneficial interest in the Mortgage, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, KRISTIN C. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661. Defendant, SCOTT D. FRANCISCO, is an adult individual, whose last known address is 53 ROUTE 53, MADERA, PENNSYLVANIA 16661.
3. On or about, November 3, 2000, the said Defendants, executed and delivered a Mortgage Note in the sum of \$35,405.00 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, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200016477 conveying to original Mortgagee the subject premises.

The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200109183. Mortgage Electronic Registration Systems, Inc. is acting solely as nominee for Washington Mutual Bank, FA its Successors and Assigns. The Said Mortgage and Assignment are attached hereto and marked as Exhibit "A".

5. The land subject to the Mortgage is: 53 ROUTE 53, MADERA, PENNSYLVANIA 16661 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on November 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$34,610.19
Interest at \$8.05 per day From 10/01/2002 To 04/01/2003 (based on contract rate of 8.500%)	\$1,706.60
Accumulated Late Charges	\$54.44
Late Charges \$13.61 From 11/01/2002 to 04/01/2003	\$95.26
Escrow Balance	\$67.77
Attorney's Fee at 5% of Principal Balance	\$1,730.51
TOTAL	<hr/> \$38,264.77

**Together with interest at the per diem rate noted above after April 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 each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have 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 8.500% (\$8.05 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)

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200016477
RECORDED ON
NOV 03, 2000
1:07:02 PM

RECORDING FEES - \$25.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER IMPROVEMENT FUND \$1.00
STATE MORT TAX \$0.50
TOTAL \$27.50
CUSTOMER
ABSOLUTE SETTLEMENT CO

WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
FINAL REVIEW AU 052
Parcel Number:

[Space Above This Line For Recording Data]

3039
H90

MORTGAGE

4404372-863

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 03, 2000. The mortgagor is
SCOTT D. FRANCISCO AND, KRISTIN C. FRANCISCO

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE, and whose
address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403
("Lender"). Borrower owes Lender the principal sum of
THIRTY FIVE THOUSAND FOUR HUNDRED FIVE AND 00/100

Dollars (U.S. \$ 35,405.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
EXHIBIT AND IS MADE A PART HEREOF.

which has the address of ROUTE 53, MADERA
Pennsylvania 16661
(Zip Code)

("Property Address");

[Street, City].

PENNSYLVANIA - Single Family - FDMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/90
Amended 12/93

222 - GH(PA) (0912)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 7

Initials: KCF SD#

Exhibit "A"



Exhibit A

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Marsha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower

shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Form 3039 9/90

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend

time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ VA Rider

☐ Condominium Rider ☐ 1-4 Family Rider
☐ Planned Unit Development Rider ☐ Biweekly Payment Rider
☐ Rate Improvement Rider ☐ Second Home Rider
☒ Other(s) [specify] **MORTGAGE INSURANCE RIDER**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witnesses:

Carl A. Jern

Carl A. Jern

Scott D. Francisco (Seal)
SCOTT D. FRANCISCO -Borrower

Krist C. Francisco (Seal)
KRISTIN C. FRANCISCO -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

Certificate of Residence

I, Carl A. Lars
address of the within named Mortgagee is

3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

Witness my hand this 3rd day of November, 2000

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

On this, the 3rd day of November, 2000, officer, personally appeared SCOTT D. FRANCISCO, KRISTIN C. FRANCISCO

the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: _____

NOTARIAL SEAL
CARL A. LIAS, Notary Public
DuBois, Clearfield County
My Commission Expires March 31, 2003

Title of Officer

Form 30399/90

MORTGAGE INSURANCE RIDER

SN93 H90

4404372-863

THIS MORTGAGE INSURANCE RIDER is made this 3RD day of NOVEMBER, 2000 and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's FIXED rate note (the "Note") to

NORTH AMERICAN MORTGAGE COMPANY
("Lender") of the same date and covering the property described in the Security Instrument and

located at ROUTE 53

MADERA, PA 16681

[Property Address]

The Security Instrument is amended by adding the following at the end of Section 8:

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed as "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



Multistate Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument Form 3160 6/00

08/00 LR167USA

Page 1 of 2

Initials: KCF

SDF

(B) Any such agreements will not affect the rights Borrower has-if any-with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

Scott D. Francisco (Seal) Kristin C. Francisco (Seal)
 SCOTT D. FRANCISCO Borrower KRISTIN C. FRANCISCO Borrower
_____ (Seal) _____ (Seal)
 _____ Borrower _____ Borrower

[Space Below This Line for Acknowledgement]

STATE of PA , Clearfield COUNTY SS:

On this 3rd day of November, 2000, personally appeared before me the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

Notary Public residing at:

RAVEN L. STANKE
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200109183

RECORDED ON
JUN 18, 2001
12:17:43 PM

RECORDING FEE - 113.00
RECORDER
COUNTY IMPROVEMENT 41.00
FUND
RECONDER
IMPROVEMENT FUND 41.00
STATE MILE TAX 40.50
TOTAL 415.50
CUSTOMER
NORTH AMERICAN MORTGAGE
COMPANY

THIS INSTRUMENT PREPARED BY:
NORTH AMERICAN MORTGAGE COMPANY
3883 AIRWAY DRIVE
SANTA ROSA, CA 95403
WHEN RECORDED RETURN TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808005
PETALUMA, CA 94975
ATTN: PATTY LEACH - AU8008 - AMAT

4404372 - 863 H90
5300090320
674

POOL #: 560000

ORIGINAL MORTGAGE AMOUNT:
\$35,405.00

ASSIGNMENT OF MORTGAGE

That NORTH AMERICAN MORTGAGE COMPANY ("Assignor"), for valuable consideration paid by Assignor to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., its successors and assigns, as nominee for WASHINGTON MUTUAL HOME LOANS, INC. F/K/A PNC MORTGAGE CORP. OF AMERICA, ("Assignee"), its successors and assigns, P.O. BOX 2026, FLINT, MICHIGAN 48501-2028 the receipt whereof is hereby acknowledged, does hereby assign, transfer, set over, and deliver unto the Assignee, its successors and assigns:

THAT certain mortgage dated November 03, 2000 made by FRANCISCO, SCOTT D.
FRANCISCO, KRISTIN C.

Recorded in CLEARFIELD County, state of Pennsylvania in Mortgage Book _____
Page _____ Instrument No. 200016477
, recorded on November 03, 2000, together with all right, title and interest in and to the property covered by said mortgage; the promissory note dated November 03, 2000, secured thereby and all monies, both principal and interest due and to become due pursuant to the provisions of said mortgage and note and the benefit of all rights, powers, covenants, and agreements in said mortgage and note therein set forth.

Tax parcel identification number _____

Property Address: ROUTE 53, MADERA, PA 16661

TO HAVE AND TO HOLD the same unto the Assignee and its successor and assigns forever.



4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

BEING the same premises as was conveyed to Martha F. Buchanan, single, by Deed of Mary Ann Campbell, et al, dated March 23, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1927, Page 52.

Clearfield, PA

4404372 - 863 H90
5300090320

POOL #:

560000

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed this May 02, 2001

(corporate seal)

NORTH AMERICAN MORTGAGE COMPANY

BY:

R. WALLACE

ITS: VICE PRESIDENT

ATTESTED

BY:

S. FINLEY

ITS: ASSISTANT SECRETARY

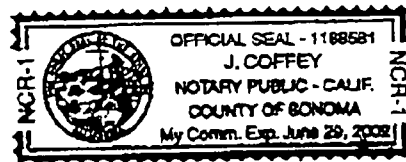
STATE OF CALIFORNIA
COUNTY OF SONOMA

On May 02, 2001, before me J. COFFEY, a Notary Public,

personally appeared R. WALLACE as VICE PRESIDENT

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

(seal)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Assignee is

P.O. BOX 2026, FLINT, MICHIGAN 48501-2026[Signature]
R. WALLACE

VICE PRESIDENT

PNC01C PA-1.RSL

PAGE: 2

MIN 100012453000903208

MERS PHONE: 1-888-679-6377

4404372

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet

along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 103-K14-493-4.

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Clearfield, PA

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH
WASHINGTON MUTUAL BANK, FA HOLDER OF THE ENTIRE BENEFICIAL
INTEREST IN THE MORTGAGE

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 APRIL 1, 2003

By LOVEY BARGER
Lovey Barger
Title Att. Asst. Secretary

CA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC, c/o Washington Mutual Bank, FA
Plaintiff

Vs.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
Defendants

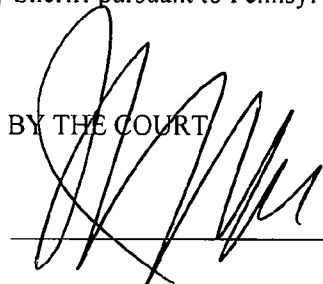
: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
:
: CIVIL ACTION LAW
: NO. 2003-468-CD
:
:
: IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE

AND NOW, to wit, this 20th day of August, 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendant, KRISTIN C. FRANCISCO, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendant, KRISTIN C. FRANCISCO, by posting a copy of the original Complaint on the most public part of the property located at ROUTE 53, MADERA, PA 16661 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendant, KRISTIN C. FRANCISCO at her last known address located at P.O. BOX 1244, CLEARFIELD, PA 16830 and 3319 MAIN STREET, MADERA, PA 16661; AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT


J.

FILED

AUG 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED

1cc

9/30/03
AUG 22 2003

Anty Haele

William A. Shaw
Prothonotary/Clerk of Courts

WAS

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA
Plaintiff

vs.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO
Defendant(s)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2003-468-CD

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

Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC through its counsel, Leon P. Haller, Esquire, hereby respectfully submits:

1. Plaintiff has brought a mortgage foreclosure action whereupon it seeks to foreclose against certain property owned by the Defendants located at ROUTE 53, MADERA, PA 16661.

2. Defendant, SCOTT D. FRANCISCO, was served with the Complaint on April 21, 2003. The Sheriff's office has been unable to serve Defendant, KRISTIN C. FRANCISCO, with a copy of the Complaint at the property or at any address found through the skip trace investigation.

3. Plaintiff has conducted an investigation, in order to determine the whereabouts of Defendant as set forth on the attached Affidavit.

4. Notwithstanding the investigation as set forth in the within Affidavit, Plaintiff has been unable to serve said Defendant.

5. The following addresses were attempted with the following results:

53 ROUTE 53, MADERA, PA 16661: House empty

HC 1, BOX 35, CURWENSVILLE, PA 16833: Not found

206 BRISBAN STREET, HOUTZDALE, PA 16651: Not found

424 RIVER ROAD 1, CLEARFIELD, PA 16830: Not found

FILED

AUG 21 2003

William A. Shaw
Prothonotary

3319 MAIN STREET, MADERA, PA 16661: Defendant moved, left no forwarding address

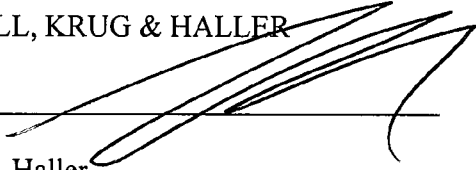
6. Plaintiff requests an Order directing service by posting a copy of the original Complaint on the most public part of the property and sending copies of the Complaint by ordinary and registered/certified mail to the Defendant's last known address.

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

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

PURCELL, KRUG & HALLER

BY _____



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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC, c/o Washington Mutual Bank, FA
Plaintiff

Vs.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,

Defendant(s)

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION LAW
: NO. 2003-468-CD
:
:
: IN MORTGAGE FORECLOSURE

AFFIDAVIT OF REASONABLE INVESTIGATION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DAUPHIN : ss:

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

That he has attempted to confirm the whereabouts of the Defendant, KRISTIN C. FRANCISCO, in the above case, by conducting a reasonable search, which search included one or more of the following as indicated by a checkmark:

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

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

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

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

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

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

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

PURCELL, KRUG & HALLER

BY: 

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

Attorney for Plaintiff
Attorney ID# 15700

Sworn to and subscribed
Before me on this 20th day
Of August, 2003

 (Notary)

Notarial Seal
Bonita E. Prussack, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Sept. 26, 2005
Member, Pennsylvania Association of Notaries

March 21, 2003

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

Postmaster
MADERA PA 16661
City, State, Zip Code

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

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

KRISTIN C. FRANCISCO & SCOTT D. FRANCISCO
Address: ROUTE 53 MADERA, PA 16661

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

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

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or party except a corporation acting pro se must cite statute): NOT APPLICABLE
3. The names of all known parties to the litigation: KRISTIN C. FRANCISCO & SCOTT D. FRANCISCO, Defendant

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, Plaintiff
4. The court in which the case has been or will be heard. CLEARFIELD
5. The docket or other identifying number if one has been issued: None as of above date
6. The capacity in which this individual is to be served (e.g. defendant or witness)
DEFENDANT

WARNING

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

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

Signature

Leon P. Haller, Esquire
Printed Name

Address:
1719 N. Front Street
Harrisburg, PA 17102

POST OFFICE USE ONLY

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

____ No Change of address order on file. NEW ADDRESS or
NAME and STREET ADDRESS

Pc Box 1244
Clearfield PA 16830



In The Court of Common Pleas of Clearfield County, Pennsylvania
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
VS.
FRANCISCO, KRISTIN C. & SCOTT D.
COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 13900

03-468-CD

COPY

SHERIFF RETURNS

NOW APRIL 21, 2003 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SCOTT D. FRANCISCO, DEFENDANT AT RESIDENCE, 568 ALEXANDER ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID FRANCISCO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVING/COUDRIET

NOW MAY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KRISTN C. FRANCISCO, DEFENDANT. MOVED TO PO BOX 1244, CLEARFIELD, PA. (NO PHYSICAL ADDRESS).

NOW MAY 28, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, HOUSE EMPTY" AS TO OCCUPANT/TENANT AT 53 RT. 53 MADERA, PA.

Return Costs

Cost	Description
43.12	SHERIFF HAWKINS PAID BY: ATTY CK# 68556
30.00	SURCHARGE PAID BY: ATTY CK# 68557

Sworn to Before Me This

_____ Day Of _____ 2003

So Answers,



Chester A. Hawkins
Sheriff

R/1
National Comprehensive Report Plus Associates
Compiled on 5/23/2003 at 12:25PM
Reference: None Entered

KRISTIN C FRANCISCO

SSN 010-60-9715 issued in Massachusetts between 1979 and 1981

Possible AKAs for Customer**ODONNELL, KRISTIN C**

SSN: 010-60-9715

DOB: AUG 1975

Possible Other Records/Names Associated with Social Security Numbers**FRANCISCO, KRISTEN C**

SSN: 010-60-9715

Possible Addresses Associated with Customer

AUG-2002/FEB-2003 - PO BOX 1244
CLEARFIELD, PA 16830

DEC-2000/JUL-2002 - 333 PO BOX
MADERA, PA 16661

MAY-2000/JUN-2001 - 206 BRISBIN ST
HOUTZDALE, PA 16651

OCT-1999/JUN-2001 - HC 1 BOX 35
CURWENSVILLE, PA 16833

DEC-2000/DEC-2000 - RR 53 XING
MADERA, PA 16661

DEC-2000/DEC-2000 - 53 TUBBS CROSSING RR
MADERA, PA 16661

JUL-1998/SEP-2000 - 424 RIVER RD 1
CLEARFIELD, PA 16830

JUL-1998/JUL-2000 - PO BOX 215
MADERA, PA 16661

AUG-1998/DEC-1999 - 424 RIVER RD
CLEARFIELD, PA 16830

AUG-1999/AUG-1999 - 35 HC 1
CURWENSVILLE, PA 16833

NOV-1998/NOV-1998 - 49 FLORENCE RD
EASTHAMPTON, MA 01027

JUL-1997/DEC-1997 - RR 1 BOX 15
HOUTZDALE, PA 16651

JUL-1995/NOV-1997 - PO BOX 341
KEUKA PARK, NY 14478

Clearfield county
clearfield (814) 378-4856
prop. (814) 762-8239

OCT-1997/OCT-1997 - 508 GOOD ST 4
HOUTZDALE, PA 16651

SEP-1997/SEP-1997 - 508 GOOD ST
HOUTZDALE, PA 16651

DEC-1995/DEC-1995 - RICHARDSON HALL
KEUKA PARK, NY 14478
PO BOX 35
CURWENSVILLE, PA 16833
PO BOX 1
HOUTZDALE, PA 16651
PO BOX 1
CURWENSVILLE, PA 16833

Phone Listings for Customer's Addresses

206 BRISBIN ST HOUTZDALE, PA 16651
METZ KATHI (814) 378-8278

508 GOOD ST 4 HOUTZDALE, PA 16651
HAWKINS JOANNE (814) 378-7661
NINOSKY NICHOLAS N SR (814) 378-7661
SUPENIA SHEILA (814) 378-5440

Possible Real Property Ownership

333 PO BOX MADERA, PA 16661

Pennsylvania Assessment Record - County of: CLEARFIELD

Owner Name: FRANCISCO, SCOTT D & KRISTIN C
Parcel Number: **K14-493-00004**
Short Legal Desc: **ACT #103.0-89327 H & L**
Property Type: **RESIDENTIAL**
Recorded Date: **11/03/2000**
Book/Page: / **Document Number:** **00016476**
Situs Address:

Mailing Address: **P O BOX 333**
MADERA, PA 16661

Assessment Year:	2000	Tax Year:	
Assessed Land Value:		Market Land Value:	\$2,800
Assessed Improvements:		Market Improvements:	\$15,500
Total Assessed Value:		Total Market Value:	\$18,300
Most Recent Sale:	\$36,500	Prior Sale Price:	

Possible Vehicles Registered at Customer's Addresses**49 FLORENCE RD EASTHAMPTON, MA 01027****Plate: 1892BB State: MA Date Registered: 03/06/1997 Expire Date: 02/28/2001****REGISTRANT: RAYMOND T O'DONNELL****Color: RED**

1990 CHEVROLET BERETTA
CHEVROLET BERETTA - 3.1L V6 MFI OHV 12V
VIN: 1G1LV14T9LY102033
2-DOOR COUPE

Plate: 7702BB State: MA Date Registered: 03/26/1997 Expire Date: 02/28/2000**REGISTRANT: KRISTIN C O'DONNELL****Color: BLUE**

1992 PLYMOUTH COLT
PLYMOUTH COLT - 1.5L L4 EFI
VIN: JP3CU14A1NU035382
2-DOOR HATCHBACK

Plate: 667JSP State: MA Date Registered: 08/01/1994 Expire Date: 07/31/2000**REGISTRANT: CAROL W O'DONNELL****Color: BLUE**

1991 TOYOTA TERCEL DLX.
TOYOTA TERCEL DLX. - 1.5L L4 EFI
VIN: JT2EL43A6M0098538
4-DOOR SEDAN

Plate: 839NAO State: MA Date Registered: 10/01/1995 Expire Date: 09/30/1999**REGISTRANT: RAYMOND T O'DONNELL****Color: WHITE**

1993 TOYOTA T100 PICKUP 4X2
TOYOTA T100 PICKUP 4X2 - 3.0L V6 EFI
VIN: JT4VD10A2P0001248
PICKUP

Plate: 667JSP State: MA Date Registered: 07/03/2001 Expire Date: 07/31/2002**REGISTRANT: CAROL W O'DONNELL****Color: BLACK**

2001 TOYOTA RAV4
TOYOTA RAV4 - 2.0L L4 SMFI DOHC 16V
VIN: JTEHH20V116000425
4D SPORT UTILITY

Possible Texas State Criminal History

**** No Texas criminal history found during search ****

*****Notice*****

This database contains records of convictions and felony deferred adjudications from the state of Texas.

This may or may not be a complete criminal history.

Possible Professional Licenses

Type: **OHIO Professional License**
License Type: **OCCUPATIONAL THERAPIST**
Lic. Number: **OT 05013** Status: **RENEWAL SENT**
Original Date: **12/02/1999**
Issue Date: **07/13/2000**
Expire Date: **06/30/2002**
SSN: DOB:
Phone:
Full Name: **FRANCISCO, KRISTIN C**
Address: **P O BOX 333**
MADERA, PA 16661
County: **OUT OF STATE**

Type: **PENNSYLVANIA Professional License** (Historical)
License Type: **OCCUPATIONAL THERAPIST (OTR/L)**
Lic. Number: **OC005808L** Status: **ACTIVE**
Original Date: **11/03/1998**
Expire Date: **06/30/2001**
SSN: DOB:
Phone:
Full Name: **FRANCISCO, KRISTIN**
Address: **HC 1 BOX 35**
CURWENSVILLE, PA 16833
County: **CLEARFIELD**

Type: **PENNSYLVANIA Professional License**
License Type: **OCCUPATIONAL THERAPIST**
Lic. Number: **005808L** Status:
Expire Date: **06/30/2003**
SSN: DOB:
Phone:
Full Name: **FRANCISCO, KRISTIN**
Address: **P O BOX 333**

County: **MADERA, PA 16661**
CLEARFIELD

Type: **MASSACHUSETTS Professional License**
License Type: **OCCUPATIONAL THERAPY**
Lic. Number: **000006992** Status:
Original Date: **11/12/1999**
Expire Date: **01/31/2004**
SSN: DOB:
Phone:
Full Name: **FRANCISCO, KRISTIN C**
Address: **PO BOX 333**
MADERA, PA 16661
County:

Type: **VIRGINIA Professional License**
License Type: **OCCUPATIONAL THERAPIST**
Lic. Number: **0119002753** Status:
Original Date: **11/05/1999**
Expire Date: **08/31/2002**
SSN: DOB:
Phone:
Full Name: **FRANCISCO, KRISTIN C**
Address: **P. O. BOX 333**
MADERA, PA 16661
County:

Type: **CONNECTICUT Professional License** (Historical)
License Type: **OCCUPATIONAL THERAPIST**
Lic. Number: **002346** Status: **CURRENT-UNRESTRICTED LICENSE**
Issue Date: **11/16/1999**
Expire Date: **07/31/2001**
Renewal Date: **11/16/1999**
SSN: DOB:
Phone:
Full Name: **FRANCISCO, KRISTIN C**
Address: **H. C. 1 BOX 35**
CURWENSVILLE, PA 16833
County:

Type: **PENNSYLVANIA Professional License** (Historical)

County: **CLEARFIELD**

County: **CLEARFIELD**

County:

TRANS UNION REPORT - TRACE

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 5/23/2003		
		Reported
Name	ODONNELL, KRISTIN C	
SSN	010-60-9715	
Address	35, HC 1 BOX 35, CURWENSVILLE, PA, 16833	10/1/2000
Address	424, RIVER, RD, 1, CLEARFIELD, PA, 16830	9/1/2000
Address	1, PO BOX 1, CURWENSVILLE, PA, 16833	

POSSIBLE ADDITIONAL CONSUMER FILE(S) TO FOLLOW

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 5/23/2003		
		Reported
Name	FRANCISCO, KRISTIN C	
SSN	010-60-9715	
Address	206, BRISBIN, ST, HOUTZDALE, PA, 16651	5/1/2000
Address	35, HC 1 BOX 35, CURWENSVILLE, PA, 16833	
Address	424, RIVER, RD, 1, CLEARFIELD, PA, 16830	

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

END OF REPORT - TRANS UNION - 5/23/2003, 11:25:42 CT

Continue

Logoff

June 13, 2003

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

Postmaster
MADERA PA 16661
City, State, Zip Code

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

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

KRISTIN C. FRANCISCO
Address: PO BOX 1244, CLEARFIELD, PA 16830

Please provide physical address for Boxholder

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

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

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or party except a corporation acting pro se must cite statute): NOT APPLICABLE
3. The names of all known parties to the litigation: KRISTIN C. FRANCISCO & SCOTT D. FRANCISCO, Defendant

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, Plaintiff

4. The court in which the case has been or will be heard. CLEARFIELD

5. The docket or other identifying number if one has been issued: None as of above date

6. The capacity in which this individual is to be served (e.g. defendant or witness)
DEFENDANT

WARNING

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

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

Leon P. Haller
Signature

Address:
1719 N. Front Street
Harrisburg, PA 17102

Leon P. Haller, Esquire
Printed Name

POST OFFICE USE ONLY

 No Change of address order on file. NEW ADDRESS or

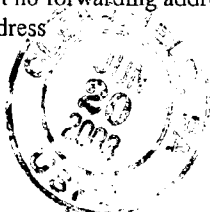
BOXHOLDER'S POSTMARK

- Not known at address given.
 Moved. Left no forwarding address.
 No such address

NAME and STREET ADDRESS

3319 MAIN ST.
MADERA PA 16661

JK



In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

VS.

FRANCISCO, KRISTIN C. & SCOTT D.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 13900

03-468-CD

[Handwritten initials]

SHERIFF RETURNS

NOW JULY 9, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KRISTIN C. FRANCISCO, DEFENDANT AT 206 BRISBAN ST., HOUTZDALE, PA; HI BOX 35, CURWENSVILLE, PA.; and 424 RIVER ROAD 1, CLEARFIELD, PA.. DEFENDANTS LAST KNOWN ADDRESS IS PO BOX 1244, CLEARFIELD, PA. (NO PHYSICAL ADDRESS).

Return Costs

Cost	Description
28.96	SHERIFF HAWKINS PAID BY: ATTY CK# 72063
10.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

____ Day Of _____ 2003

So Answers,

[Handwritten signature of Chester A. Hawkins]

Chester A. Hawkins
Sheriff

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
7/21/03

MICHELLE L PIDA
1719 N FRONT STREET
HARRISBURG PA 17102-0000

032021789000093 002

Dear Customer:

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

NAME : FRANCISCO,KRISTIN C

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

Sincerely,

Customer Service Team
Bureau of Motor Vehicles

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

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

FILED
in 11:23 AM 10/20/03
AUG 21 2003

William A. Shaw
Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC

Plaintiff

vs.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO

Defendant(s)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2003-468-CD

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

FILED

SEP 16 2003

William A. Shaw
Prothonotary/Clerk of Courts

DATE: September 15, 2003

PURCELL, KRUG, & HALLER

BY 

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

FILED

Atty. Ad. 7.00

SEP 16 2003

1 Complaint

reinstated to 5.55

William A. Shaw

Prothonotary/Clerk of Courts



In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Sheriff Docket # 13900

VS.

03-468-CD

FRANCISCO, KRISTIN C. & SCOTT D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 17, 2003 AT 10:17 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PROPERTY LOCATED AT RT. 53, MAIN, ST., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
24.12	SHERIFF HAWKINS PAID BY: ATTY CK# 78910
10.00	SURCHARGE PAID BY: ATTY CK# 78911

Sworn to Before Me This

18 Day Of Sept 2003
William A. Shaw

So Answers,

Chester A. Hawkins
by Maury Hamr
Chester A. Hawkins
Sheriff

FILED

0 3:16 PM
SEP 18 2003
KOB

William A. Shaw
Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC

Plaintiff

Vs.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2003-468-CD

CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

AFFIDAVIT OF SERVICE

I, Leon P. Haller, hereby certify that a true and correct copy of the Complaint in the above captioned action was forward to the following individuals by regular U. S. Mail, first class service, postage prepaid, and by certified mail, return receipt requested, postage prepaid, on October 1, 2003, addressed as follows:


KRISTIN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661


Leon P. Haller

SWORN to and subscribed

this 1st day of October,


2003

Notary Public

My commission expires:

(SEAL)

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

FILED

 OCT 06 2003
2:11:40 PM
William A. Shaw
Prothonotary/Clerk of Courts
ONE CENT COUNTY
TO ATTORNEY

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

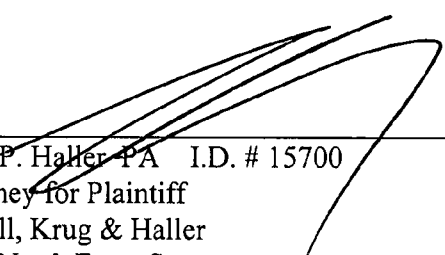
CIVIL ACTION LAW

NO. 2003-468-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on February 27, 2004 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

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

FILED

m/1:56 PM
MAR 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC c/o
Washington Mutual Bank, FA,
Plaintiff

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO
Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2003-468-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **February 27, 2004**

TO:

KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661

SCOTT D. FRANCISCO
ROUTE 53
MADERA, PA 16661

KRISTEN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

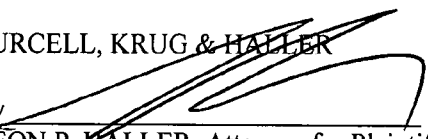
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-468-CD

IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter **JUDGMENT** in rem in favor of the Plaintiff and against Defendant(s) **KRISTIN**

C. FRANCISCO AND SCOTT D. FRANCISCO 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	\$34,610.19
Interest	\$1,706.60
Per diem of \$8.05	
From 10/01/2002	
To 04/01/2003	
Accumulated Late Charges	\$54.44
Late Charges	\$95.26
(\$13.61 per month to	
04/01/2003)	
Escrow Deficit	\$67.77
5% Attorney's Commission	\$1,730.51
TOTAL	\$38,264.77

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

FILED

MAR 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

03/11/56 84
MAR 12 2004

Att. pd.
20.00

William A. Shaw
Prothonotary/Clerk of Courts

ICE & Notice

to Def. at addresses on notice (3)

Statement to Att. (3)

184

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-468-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on March 12, 2004 the following judgment has been entered against you in the above-captioned matter:

\$38,264.77 and for the sale and foreclosure of your property located at: **ROUTE 53 MADERA, PA 16661**

Dated: March 11, 2004

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

KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661

SCOTT D. FRANCISCO
ROUTE 53
MADERA, PA 16661

KRISTIN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

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

COPY

Mortgage Electronic Registration Systems, Inc.
Plaintiff(s)

No.: 2003-00468-CD

Real Debt: \$38,264.77

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kristin C. Francisco
Scott D. Francisco
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: March 12, 2004

Expires: March 12, 2009

Certified from the record this 12th day of March, 2004.

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-468-CD

IN MORTGAGE FORECLOSURE

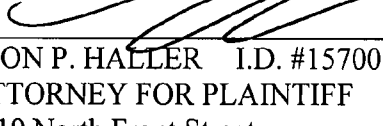
PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **ROUTE 53 MADERA,
PA 16661** as follows:

Unpaid Principal Balance	\$34,610.19
Interest	\$5,135.90
Per diem of \$8.05	
To	
Late Charges	\$503.56
(\$13.61 per month to)	
Escrow Deficit	\$1,663.19
Property Inspection	\$74.25
5% Attorney's Commission	\$1,730.51
TOTAL WRIT	\$43,717.60

****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: March 11, 2004

Attached is a description of the real estate.

FILED

MAR 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 12 2004

William A. Shaw
Prothonotary-Clerk of Courts

1cc
LeWitts w/prop descr.
to Shiff

Atty Gen. 20.00

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-468-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 **ROUTE 53 MADERA, PA 16661**:

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

KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661

SCOTT D. FRANCISCO
ROUTE 53
MADERA, PA 16661

KRISTIN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

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):

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

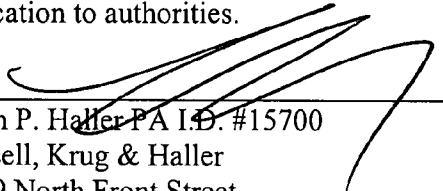
6. Name and address of every other person who has any **record interest** in the property and whose interest may be affected by the sale: **UNKNOWN**

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:

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

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

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



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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-468-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.

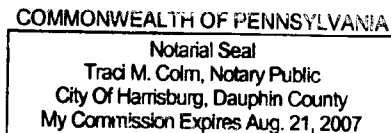
Sworn to and subscribed :

before me this 11th day :

of March 2004 :

Traci M. Colm
Notary Public

LEON P. HALLER, ESQUIRE



Member, Pennsylvania Association Of Notaries

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2003-468-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.

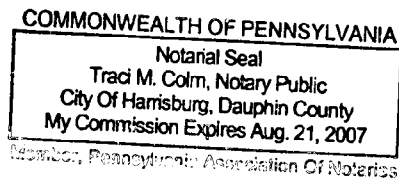
Sworn to and subscribed :

before me this 11th day :

of March 2004 :


Notary Public


LEON P. HALLER, ESQUIRE



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

Mortgage Electronic Registration Systems, Inc.
c/o Washintgon Mutual Bank, FA

Vs.

NO.: 2003-00468-CD

Kristin C. Francisco and Scott D. Francisco

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. c/o Washington Mutual Bank, FA, Plaintiff(s) from KRISTIN C. FRANCISCO and SCOTT D. FRANCISCO, 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: \$43,717.60
INTEREST per diem of \$8.05: \$5,135.90
PROTH. COSTS: \$
5% ATTY'S COMM: \$1,730.51
ESCROW DEFICIT: \$1,663.19
DATE: 03/12/2004

PAID: \$146.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$13.61 per
month): \$503.56
PROPERTY INSPECTION: \$74.25

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
1719 North Front St.
Harrisburg, PA 17102
(717) 234-4178

Sheriff

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: ROUTE 53 MADERA, PA 16661

BEING THE SAME PREMISES WHICH Marsha F. Buchanan, by Deed dated 11/3/00 and recorded 11/3/00 as Clearfield County Instrument Number 200016476, granted and conveyed unto Scott D. Francisco and Kristin C. Francisco.

Assessment #103-K14-493-4

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-468-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

4/28/04 I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on
_____, 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:

KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661

SCOTT D. FRANCISCO
ROUTE 53
MADERA, PA 16661

KRISTIN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

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

FILED

JUN 14 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

KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661

SCOTT D. FRANCISCO
ROUTE 53
MADERA, PA 16661

KRISTIN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

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

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

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

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

By: _____

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC c/o Washington Mutual Bank, FA,
PLAINTIFF

VS.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-468-CD

IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: Friday, June 4, 2004

TIME: 10:00 a.m.

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

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

THE LOCATION of your property to be sold is:

ROUTE 53
MADERA, PA 16661

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

No. 2003-468-CD

JUDGMENT AMOUNT \$38,264.77

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

KRISTIN C. FRANCISCO AND SCOTT D. FRANCISCO

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

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

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

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

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

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

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

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

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

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

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

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

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

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 55 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: ROUTE 53 MADERA, PA 16661

BEING THE SAME PREMISES WHICH Marsha F. Buchanan, by Deed dated 11/3/00 and recorded 11/3/00 as Clearfield County Instrument Number 200016476, granted and conveyed unto Scott D. Francisco and Kristin C. Francisco.

Assessment #103-K14-493-4

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC, c/o Washington Mutual Bank, FA
Plaintiff

Vs.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: NO. 2003-468-CD
:
: IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE

AND NOW, to wit, this 20th day of August, 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendant, KRISTIN C. FRANCISCO, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendant, KRISTIN C. FRANCISCO, by posting a copy of the original Complaint on the most public part of the property located at ROUTE 53, MADERA, PA 16661 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendant, KRISTIN C. FRANCISCO at her last known address located at P.O. BOX 1244, CLEARFIELD, PA 16830 and 3319 MAIN STREET, MADERA, PA 16661; AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT

/s/ JOHN K. REILLY, JR.

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

AUG 22 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

7160 3901 9848 3107 4885

TO:KRISTIN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

SENDER:

REFERENCE:

PS Form 3800, June 2000

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

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
JUN 23 2000

7160 3901 9848 3107 4861

TO: KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661

SENDER:

REFERENCE:

PS Form 3800, June 2000

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

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
JUN 23 2000

WASHINGTON MUTUAL BANK, FA v. KRISTIN C. FRANCISCO SCOTT D. FRANCISCO
Clearfield County Sale 6-4-04

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:

KRISTIN C. FRANCISCO
3319 MAIN STREET
MADERA, PA 16661

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:

SCOTT D. FRANCISCO
ROUTE 53
MADERA, PA 16661

Postmark:

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

Received from:

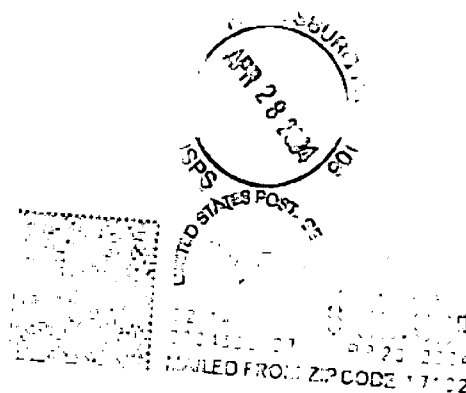
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

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

Postmark:



WASHINGTON MUTUAL BANK, FA v. KRISTIN C. FRANCISCO SCOTT D. FRANCISCO
Clearfield County Sale 6-4-04

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:

KRISTIN C. FRANCISCO
P.O. BOX 1244
CLEARFIELD, PA 16830

Postmark:



FILED No
m/12:44
JUN 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15458

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O WASHING 03-468-CD

VS.

FRANCISCO, SCOTT D.

WRIT OF EXECUTION

REAL ESTATE

FILED ²⁶⁸

0/2:37/54
SEP 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURNS

NOW, APRIL 29,, 2004 @ 11:00 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 JUNE 4, 2004 WAS SET.

NOW, APRIL 30, 2004 SERVED KRISTIN C. FRANCISCO, DEFENDANT, BY REGULAR AND CERTIFIED MAIL WITH A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY, AT P. O. BOX 1244, CLEARFIELD, PA 16830. CERTIFIED#70033110000193806031. THIS MAIL WAS SIGNED FOR BY KRISTIN FRANCISCO, DEFENDANT, ON MAY 1, 2004.

NOW, APRIL 30, 2004 SERVED KRISTIN C. FRANCISCO, DEFENDANT, BY REGULAR AND CERTIFIED MAIL WITH A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY, AT 3319 MAIN STREET, MADERA, PA 16661, CERTIFIED #70033110000193806024.PER COUT ORDER. THIS MAIL WAS RETURNED UNSIGNED ON MAY 3, 2004.

NOW, MAY 14, 2004 @ 10:40 A.M. O'CLOCK SERVED SCOTT D. FRANCISCO, DEFENDANT, AT HIS RESIDENCE 568 ALEXANDER ROAD, MADERA, PA, BY HANDING TO DAVE FRANCISCO, FATHER OF THE DEFENDANT, WITH A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY, AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF. PER COURT ORDER.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15458

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O WASHING 03-468-CD

VS.

FRANCISCO, SCOTT D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 27, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY
TO CONTINUE THE SHERIFF TO JULY 2, 2004.

NOW, JULY 2, 2004, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.
THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 23, 2004 PAID COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER 24, 2004 RETURN WRIT AS A SALE BEING HELD ON THE
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE
PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 24, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$263.93
SURCHARGE \$40.00
PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15458

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O WASHING 03-468-CD

VS.

FRANCISCO, SCOTT D.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

24th Day Of Sept 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

Sheriff

By Cynthia Butler-Aughenbaugh

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

Mortgage Electronic Registration Systems, Inc.
c/o Washintgon Mutual Bank, FA

Vs.

NO.: 2003-00468-CD

Kristin C. Francisco and Scott D. Francisco

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. c/o Washington Mutual Bank, FA, Plaintiff(s) from KRISTIN C. FRANCISCO and SCOTT D. FRANCISCO, 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:

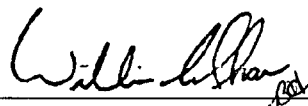
Garnishee(s) as follows:

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.

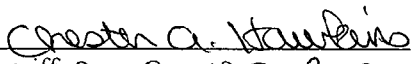
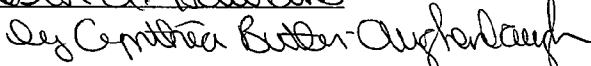
AMOUNT DUE: \$43,717.60
INTEREST per diem of \$8.05: \$5,135.90
PROTH. COSTS: \$
5% ATTY'S COMM: \$1,730.51
ESCROW DEFICIT: \$1,663.19
DATE: 03/12/2004

PAID: \$146.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$13.61 per
month): \$503.56
PROPERTY INSPECTION: \$74.25



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 12th day
of March A.D. 2004
At 3:00 A.M./P.M.


Sheriff 

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

ALL that certain lot or piece of ground, having erected thereon a two-story frame dwelling, designated by the former Grantor as House No. 256, and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post corner of the north side of State Highway No. 53 leading from Madera to Houtzdale, the same being the southwest corner of the herein described premises and the southeast corner of adjacent Lot now or formerly owned by Gordon G. Miles; thence North 13 degrees 53 minutes West 150 feet along the line of Miles to an iron post corner on the south side of a 10' alley; thence North 76 degrees 58 minutes East 50 feet along the south side of said alley to an iron post corner on the line now or formerly of Peter Siano; thence South 13 degrees 53 minutes East 150 feet along the line of Siano to an iron post corner on the north side of State Highway; thence South 76 degrees 58 minutes West 50 feet along the north side of said State Highway to iron post corner and place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: ROUTE 53 MADERA, PA 16661

BEING THE SAME PREMISES WHICH Marsha F. Buchanan, by Deed dated 11/3/00 and recorded 11/3/00 as Clearfield County Instrument Number 200016476, granted and conveyed unto Scott D. Francisco and Kristin C. Francisco.

Assessment #103-K14-493-4

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME FRANCISCO NO. 03-468-CD

NOW, July 2, 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 2ND day of JULY 2004, I exposed the within described real estate of KRISTIN C. FRANCISCO AND SCOTT D. FRANCISCO to public venue or outcry at which time and place I sold the same to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O 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	15.75
LEVY	15.00
MILEAGE	15.75
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	15.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	15.75
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	263.93

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.00

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	34,610.19
INTEREST @ 8.05	5,135.90
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	503.56
COST OF SUIT -TO BE ADDED	74.25
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	1,730.51
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,663.19
TOTAL DEBT & INTEREST	43,717.60

COSTS:

ADVERTISING	357.06
TAXES - collector PD 4/17/04	
TAXES - tax claim NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	263.93
LEGAL JOURNAL AD	180.00
PROTHONOTARY	146.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	1,121.49

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC, c/o Washington Mutual Bank, FA
Plaintiff

Vs.

KRISTIN C. FRANCISCO AND SCOTT D.
FRANCISCO,
Defendants

COPY
: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
:
: CIVIL ACTION LAW
: NO. 2003-468-CD
:
:
: IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE

AND NOW, to wit, this 20th day of August, 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendant, KRISTIN C. FRANCISCO, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendant, KRISTIN C. FRANCISCO, by posting a copy of the original Complaint on the most public part of the property located at ROUTE 53, MADERA, PA 16661 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendant, KRISTIN C. FRANCISCO at her last known address located at P.O. BOX 1244, CLEARFIELD, PA 16830 and 3319 MAIN STREET, MADERA, PA 16661; AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

BY THE COURT

/s/ JOHN K. REILLY, JR.

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

AUG 22 2003

Attest.

William D. Shaw
Prothonotary/
Clerk of Courts

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Kristin C. Francisco
P. O. Box 1244
Clearfield, PA 16830

2. Article Number
(Transfer from service label)

7003 3110 0001 9380 6031

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Kristin Francisco ☐ Agent ☐ Addressee

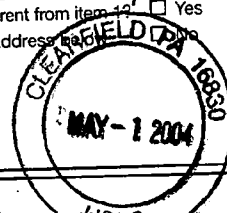
B. Received by (Printed Name)

C. Date of Delivery

Kristin Francisco 5/1/04

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address



3. Service Type

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

4. Restricted Delivery? (Extra Fee)

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

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage

\$

1.60

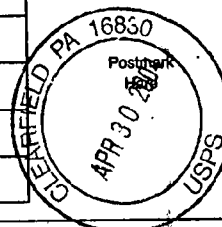
Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

4.65



Sent To

Kristin C. Francisco

Street, Apt. No.,

or PO Box No. P. O. Box 1244

City, State, ZIP+4

Clearfield, PA 16830

PS Form 3800, June 2002

See Reverse for Instructions

7003 3110 0001 9380 6031

(Transfer from service label)

2003 3110 0001 9360 6024

2. Article Number	
1. Article Addressed to:	
Kristin C. Francisco 3319 Main Street Madera, PA 16661	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	
SENDER: COMPLETE THIS SECTION	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature <input checked="" type="checkbox"/> B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery <input type="checkbox"/> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	



CERTIFIED MAIL™

U.S. Postal Service™

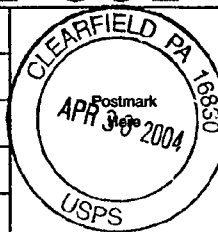
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

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



Sent To	Kristin C. Francisco
Street, Apt. No., or PO Box No.	3319 Main Street
City, State, ZIP+4	Madera, PA 16661

4209 0966 1000 0176 6002

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

717 234 1312 P.01/01

fax transmittal

To: SHERIFF'S OFFICE

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

Fax: 814-765-5915

Phone: 814-765-2641, Ext. 5989

Re: SHERIFFS SALE

KRISTIN C. FRANCISCO and SCOTT D.
FRANCISCO

2003-468-CD

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

Stacy Witmeyer
Date: May 27, 2004

Pages: 1 PAGE

PROPERTY: ROUTE 53

☒ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Notes: PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 06/04/04 TO THE
NEXT SALE DATE OF 07/02/04. Due to late Service made on the Defendant

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

TOTAL P.01