

03-564-CD  
Wachovia Bank National Assoc. v. Steven A. Way

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

Plaintiff

vs.

STEVEN A. WAY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-564-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 REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

**FILED**

Aug 15, 2003 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

 ③

Deputy Prothonotary

APR 15 2003

William A. Shaw  
Prothonotary

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

Plaintiff

vs.

STEVEN A. WAY,

Defendant

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

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

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

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

Plaintiff

vs.

STEVEN A. WAY,

Defendant

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

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, STEVEN A. WAY, is an adult individual, whose last known address is 211 PRUNER STREET, OSCEOLO MILLS, PENNSYLVANIA 16666.
3. On or about, March 12, 1997, the said Defendant, executed and delivered a Mortgage Note in the sum of \$46,075.00 payable to PNC MORTGAGE CORP. OF AMERICA, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1825, Page 492 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MELLON BANK, NA and recorded in the aforesaid County in Mortgage Book 1825, Page 501. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 1978, Page 9. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA

HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 211 PRUNER STREET, OSCEOLO MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendant is the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on January 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$42,412.50
Interest at \$7.19 per day From 12/01/2002 To 05/01/2003 ( based on contract rate of 6.100%)	\$1,085.69
Accumulated Late Charges	\$27.92
Late Charges \$13.96 From 01/01/2003 to 05/01/2003	\$83.76
Escrow Balance	\$97.65
Attorney's Fee at 5% of Principal Balance	\$2,120.63
<b>TOTAL</b>	<b>\$45,828.15</b>

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

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

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

9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 6.100% (\$7.19 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)

TS 661595

# NOTE

LENDER'S # 09-24-21315

MARCH 12, 1997

[Date]

STATE COLLEGE

PENNSYLVANIA

[City]

[State]

211 PRUNER STREET, OSCEOLA MILLS, PENNSYLVANIA 16666

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$46,075.00----- (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of ----- 6.1000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the FIRST day of each month beginning on MAY 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 75 NORTH FAIRWAY DRIVE, VERNON HILLS, ILLINOIS 60061

or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 279.21-----.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ----- 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 2

5R-5R 91051.02 XC3800DAAA .02

VMP MORTGAGE FORMS \* (313)293-8100 \* (800)521-7291

Form 3200 12/83

Amended 5/91

Initials: SAW

PMI CERT# - A02970007849

PMI COMPANY - PENNSYLVANIA HOUSING INSURANCE FUND

Exhibit "A"

all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**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.

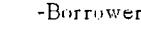
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
STEVEN A. WAY  
SSN:

(Seal)  
-Borrower

(Seal)  
-Borrower

  
\_\_\_\_\_  
SSN:

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

Pay without recourse to the Mellon Bank, N.A., as Successor Trustee under a Trust Indenture  
of the Pennsylvania Housing Finance Agency dated as of April 1, 1982  
PNC Mortgage Corp. of America

Legal Description

ALL that certain parcel of land and improvements thereon situate in the Borough of Osceola Mills, County of Clearfield, Commonwealth of Pennsylvania designated as Parcel Number 16-C13-378-31, more fully described in a deed dated July 5, 1994 and recorded in Clearfield County Deed Book 1617, page 570.

Exhibit "B"

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

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CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
February 5, 2003

RE: Account NO: 661595

STEVEN A WAY  
PO BOX 15  
PORT MATILDA PA 16870

RE: 211 PRUNER STREET  
OSCEOLO MLL PA 16666

Dear Borrower(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us, or ours) on your property located at 211 PRUNER STREET OSCEOLO MLL PA 16666 IS IN SERIOUS DEFAULT because the house is no longer occupied by the original mortgagor as required by your mortgage loan documents. If the house is reoccupied by the original mortgagor or the current occupant is eligible to assume the mortgage, if permitted to do so by us, the default will be cured if payment of the loan is up-to-date. The outstanding balance of the mortgage debt of 42,412.50 and including interest, cost and expenses. Your delinquency totals \$761.96 which includes outstanding charges of \$13.96

You may cure this default within thirty (30) DAYS of the date of this letter. Payment of all sums must be made either by cash, cashier's check, certified check or money order and made at:

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 NORTH FRONT STREET/P.O. BOX 8029  
HARRISBURG, PA 17105-8029  
(717) 780-3870/3871 or 1-800-346 3597  
or TTY (800) 346-3597

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

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default

Exhibit "C"

within the thirty day period, you will not be required to pay attorney's fees.

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

A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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

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

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

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

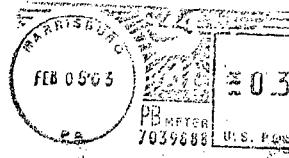
Sincerely,

Mr. Thomas L. Gouker  
Senior Mortgage Servicing Rep.  
PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 North Front Street/ P.O. Box 8029  
Harrisburg, PA 17105-8029

TLG/km

# Pennsylvania Housing Finance Agency

P.O. Box 8028  
Harrisburg, PA 17105-8028



TS  
Steven A. Way  
211 Premer St.  
Ossola Mills, Pa.

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  OTHER  
S  NO SUCH NUMBER/ STREET  
     NOT DELIVERABLE AS ADDRESSED  
     UNABLE TO FORWARD



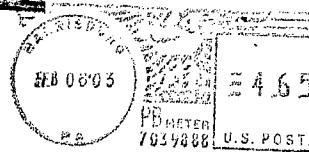
7160 3901 9844 1814 7858

7160 3901 9844 1814 7858

**CERTIFIED MAIL**

## Pennsylvania Housing F

P.O. Box 8028  
Harrisburg, PA 17105-8028



7160 3901 9844 1814 7858

RETURN RECEIPT REQUESTED

STEVEN A WAY  
PO BOX 15  
PORT MATILDA, PA 16871

168700015 BOC

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  OTHER  
S  NO SUCH NUMBER/ STREET  
     NOT DELIVERABLE AS ADDRESSED  
     UNABLE TO FORWARD



DECEASED

ST

ST

SENDER:

REFERENCE:  
661595

PS Form 3800, June 2000	
RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt Fee Postpaid Delivery Total Postage & Fees
	60 2.30 1.75 1.65

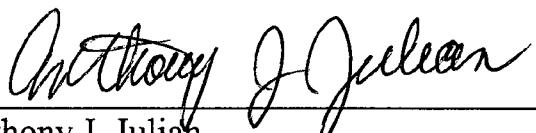
US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMASTER OR DATE 1/15/03  
HARRISBURG, PA 17105-8028

## VERIFICATION

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



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

Date: APRIL 10, 2003

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

**WACHOVIA BANK NATIONAL ASSOCIATION**

**VS.**

**WAY, STEVEN A.**

**Sheriff Docket #**

**13944**

**03-564-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JUNE 3, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO STEVEN A. WAY, DEFENDANT. ACCORDING TO POST OFFICE DEFENDANT IS DECEASED.

NOW JUNE 3, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TENANT/OCCUPANT AT 211 PURNER ST., OSCEOLA MILLS, PA. HOUSE IS EMPTY.

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**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>33.77</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 69197</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: ATTY CK#69198</b>

---

Sworn to Before Me This

5<sup>th</sup> Day Of June 2003



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

So Answers,

  
Chester A. Hawkins

Sheriff

**FILED**

JUN 05 2003

05/10/2003

William A. Shaw

Prothonotary/Clerk of Courts



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

Plaintiff

vs.

STEVEN A. WAY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-564-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

A V I S O

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

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

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

APR 15 2003

Attest.

*W.A. C.R.*  
Prothonotary/  
Clerk of Courts

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

Plaintiff

vs.

STEVEN A. WAY,

Defendant

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

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

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

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

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

Plaintiff

vs.

STEVEN A. WAY,

Defendant

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

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, STEVEN A. WAY, is an adult individual, whose last known address is 211 PRUNER STREET, OSCEOLO MILLS, PENNSYLVANIA 16666.
3. On or about, March 12, 1997, the said Defendant, executed and delivered a Mortgage Note in the sum of \$46,075.00 payable to PNC MORTGAGE CORP. OF AMERICA, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1825, Page 492 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MELLON BANK, NA and recorded in the aforesaid County in Mortgage Book 1825, Page 501. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 1978, Page 9. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA

HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 211 PRUNER STREET, OSCEOLO MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendant is the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on January 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$42,412.50
Interest at \$7.19 per day From 12/01/2002 To 05/01/2003 ( based on contract rate of 6.100%)	\$1,085.69
Accumulated Late Charges	\$27.92
Late Charges \$13.96 From 01/01/2003 to 05/01/2003	\$83.76
Escrow Balance	\$97.65
Attorney's Fee at 5% of Principal Balance	\$2,120.63
<b>TOTAL</b>	<b>\$45,828.15</b>

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

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

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

9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 6.100% (\$7.19 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)

# NOTE

LENDER'S # 09-24-21315

MARCH 12, 1997

[Date]

STATE COLLEGE

PENNSYLVANIA

[City]

[State]

211 PRUNER STREET, OSCEOLA MILLS, PENNSYLVANIA 16666

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$46,075.00----- (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of ----- 6.1000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the FIRST day of each month beginning on MAY 1

1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 75 NORTH FAIRWAY DRIVE, VERNON HILLS, ILLINOIS 60061

or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 279.21-----

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ----- 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and

MULTISTATE FIXED RATE NOTE- Single Family -Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 2

Form 3200 12/83

Amended 5/91

Initials: SAW

MP - 5R 9105.02 XC3800DAAA .02

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

PMI CERT# - A02970007849

PMI COMPANY - PENNSYLVANIA HOUSING INSURANCE FUND

Exhibit "A"

all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

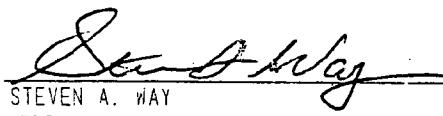
**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
STEVEN A. WAY  
SSN:

(Seal)

-Borrower

SSN:

(Seal)

-Borrower

(Seal)

-Borrower

SSN:

(Seal)

-Borrower

SSN:

[Sign Original Only]

Pay without recourse to the Mellon Bank, N.A., as Successor Trustee under a Trust Indenture of the Pennsylvania Housing Finance Agency dated as of April 1, 1982  
PNC Mortgage Corp. of America

Legal Description

ALL that certain parcel of land and improvements thereon situate in the Borough of Osceola Mills, County of Clearfield, Commonwealth of Pennsylvania designated as Parcel Number 16-O13-378-31, more fully described in a deed dated July 5, 1994 and recorded in Clearfield County Deed Book 1617, page 570.

Exhibit "B"

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

CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
February 5, 2003

RE: Account NO: 661595

STEVEN A WAY  
PO BOX 15  
PORT MATILDA PA 16870

RE: 211 PRUNER STREET  
OSCEOLO MLL PA 16666

Dear Borrower(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us, or ours) on your property located at 211 PRUNER STREET OSCEOLO MLL PA 16666 IS IN SERIOUS DEFAULT because the house is no longer occupied by the original mortgagor as required by your mortgage loan documents. If the house is reoccupied by the original mortgagor or the current occupant is eligible to assume the mortgage, if permitted to do so by us, the default will be cured if payment of the loan is up-to-date. The outstanding balance of the mortgage debt of 42,412.50 and including interest, cost and expenses. Your delinquency totals \$761.96 which includes outstanding charges of \$13.96

You may cure this default within thirty (30) DAYS of the date of this letter. Payment of all sums must be made either by cash, cashier's check, certified check or money order and made at:

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 NORTH FRONT STREET/P.O. BOX 8029  
HARRISBURG, PA 17105-8029  
(717) 780-3870/3871 or 1-800-346 3597  
or TTY (800) 346-3597

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

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default

Exhibit "C"

within the thirty day period, you will not be required to pay attorney's fees.

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

A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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

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

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

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

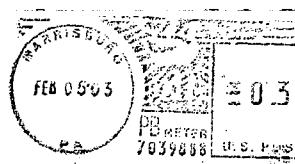
Sincerely,

Mr. Thomas L. Gouker  
Senior Mortgage Servicing Rep.  
PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 North Front Street/ P.O. Box 8029  
Harrisburg, PA 17105-8029

TLG/km

# Pennsylvania Housing Finance Agency

P.O. Box 8028  
Harrisburg, PA 17105-8028



Steven A. Way  
211 Pruner St.  
Cresola Mills, Pa.

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

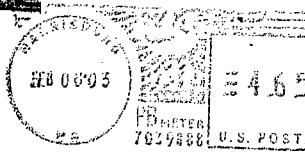


1718858P917 82

**GERTIFIED MAIL**

## Pennsylvania Housing F

P.O. Box 8028  
Harrisburg, PA 17105-8028



7160 3901 9844 1814 7858

RETURN RECEIPT REQUESTED

STEVEN A W/  
PO BOX 15  
PORT MATILDA

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



DECEASED

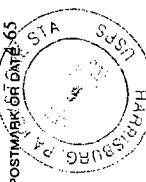
16A70X0015 BOC

7160 3901 9844 1814 7858  
**TO:**  
STEVEN A WAY  
PO BOX 15  
PORT MATILDA, PA 16870

SENDER:

REFERENCE: 661595

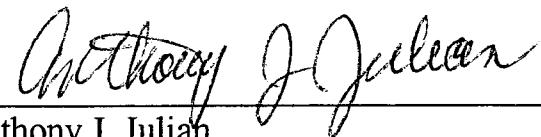
ST	
Postage	60
RETURN RECEIPT SERVICE	2.30
Return Receipt Fee	
Restricted Delivery	1.75
Total Postage & Fees	4.65



US Postal Service:  
**Receipt for  
Certified Mail**  
No Insurance Coverage Provided  
Do Not Use for International Mail

## VERIFICATION

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



\_\_\_\_\_  
Anthony J. Julian  
Director of Accounting & Loan Servicing  
PENNSYLVANIA HOUSING FINANCE AGENCY SERVICING AGENT  
FOR FIRST UNION NATIONAL BANK AS SUCCESSOR TRUSTEE  
FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY  
FIRST UNION NATIONAL BANK IS NOW KNOWN AS WACHOVIA  
BANK, NATIONAL ASSOCIATION

Date: APRIL 10, 2003

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

Plaintiff

vs.

STEVEN A. WAY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-564-CD

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**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

A V I S O

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA CORTE PUEDE, SIN NOTIFICARLO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRÁ QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE 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 attested copy of the original  
statement filed in this case.

APR 15 2003

Attest.

*W. A. Schaeffer*  
Prothonotary/  
Clerk of Courts

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

Plaintiff

vs.

STEVEN A. WAY,

Defendant

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

:  
:

: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

:  
:

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

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

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

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

Plaintiff

vs.

STEVEN A. WAY,

Defendant

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

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, STEVEN A. WAY, is an adult individual, whose last known address is 211 PRUNER STREET, OSCEOLO MILLS, PENNSYLVANIA 16666.
3. On or about, March 12, 1997, the said Defendant, executed and delivered a Mortgage Note in the sum of \$46,075.00 payable to PNC MORTGAGE CORP. OF AMERICA, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1825, Page 492 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MELLON BANK, NA and recorded in the aforesaid County in Mortgage Book 1825, Page 501. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 1978, Page 9. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA

HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 211 PRUNER STREET, OSCEOLO MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendant is the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on January 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$42,412.50
Interest at \$7.19 per day From 12/01/2002 To 05/01/2003 ( based on contract rate of 6.100%)	\$1,085.69
Accumulated Late Charges	\$27.92
Late Charges \$13.96 From 01/01/2003 to 05/01/2003	\$83.76
Escrow Balance	\$97.65
Attorney's Fee at 5% of Principal Balance	\$2,120.63
<b>TOTAL</b>	<b>\$45,828.15</b>

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

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

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

9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring him within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 6.100% (\$7.19 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:   
Leon P. Haller  
**PURCELL, KRUG & HALLER**  
Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

# NOTE

LENDER'S # 09-24-21315

MARCH 12, 1997

[Date]

STATE COLLEGE

PENNSYLVANIA

[City]

[State]

211 PRUNER STREET, OSCEOLA MILLS, PENNSYLVANIA 16666

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$46,075.00----- (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of ----- 6.1000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the FIRST day of each month beginning on MAY 1

1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 75 NORTH FAIRWAY DRIVE, VERNON HILLS, ILLINOIS 60061

or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 279.21-----

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ----- 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and

MULTISTATE FIXED RATE NOTE- Single Family -Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 2

Form 3200 12/83

VMP-5R 9105.02 XC3800DAAA .02

VMP MORTGAGE FORMS \* (313)293-8100 \* (800)521-7291

Amended 5/91

Initials: SAW

PMI CERT# - A02970007849

PMI COMPANY - PENNSYLVANIA HOUSING INSURANCE FUND

Exhibit "A"

all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
STEVEN A. WAY

(Seal)

SSN:

-Borrower

SSN:

(Seal)

-Borrower

(Seal)

-Borrower

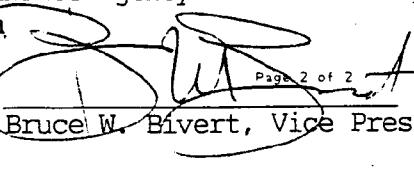
SSN:

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

PNC Mortgage Corp. of America

5R 191051.02 XC3800DAAB .02

Page 2 of 2

  
Bruce W. Bivert, Vice President, RMC Manager

Form 3200 12/83

Legal Description

ALL that certain parcel of land and improvements thereon situate in the Borough of Osceola Mills, County of Clearfield, Commonwealth of Pennsylvania designated as Parcel Number 16-O13-378-31, more fully described in a deed dated July 5, 1994 and recorded in Clearfield County Deed Book 1617, page 570.

Exhibit 'B'

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

CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
February 5, 2003

RE: Account NO: 661595

STEVEN A WAY  
PO BOX 15  
PORT MATILDA PA 16870

RE: 211 PRUNER STREET  
OSCEOLO MLL PA 16666

Dear Borrower(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us, or ours) on your property located at 211 PRUNER STREET OSCEOLO MLL PA 16666 IS IN SERIOUS DEFAULT because the house is no longer occupied by the original mortgagor as required by your mortgage loan documents. If the house is reoccupied by the the original mortgagor or the current occupant is eligible to assume the mortgage, if permitted to do so by us, the default will be cured if payment of the loan is up-to-date. The outstanding balance of the mortgage debt of 42,412.50 and including interest, cost and expenses. Your delinquency totals \$761.96 which includes outstanding charges of \$13.96

You may cure this default within thirty (30) DAYS of the date of this letter. Payment of all sums must be made either by cash, cashier's check, certified check or money order and made at:

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 NORTH FRONT STREET/P.O. BOX 8029  
HARRISBURG, PA 17105-8029  
(717) 780-3870/3871 or 1-800-346 3597  
or TTY (800) 346-3597

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

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default

Exhibit 'C'

within the thirty day period, you will not be required to pay attorney's fees.

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

A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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

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

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

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

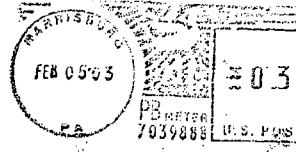
Sincerely,

Mr. Thomas L. Gouker  
Senior Mortgage Servicing Rep.  
PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 North Front Street/ P.O. Box 8029  
Harrisburg, PA 17105-8029

TLG/km

# Pennsylvania Housing Finance Agency

P.O. Box 8028  
Harrisburg, PA 17105-8028



Steven A Way  
211 Pruner St.  
Ossocala Mills, Pa

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  NO SUCH NUMBER/ STREET  
     OTHER  
     NOT DELIVERABLE AS ADDRESSED  
     UNABLE TO FORWARD

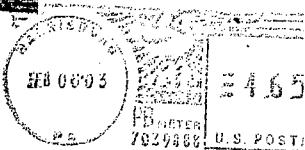


1718858P017 02

## CERTIFIED MAIL

# Pennsylvania Housing F

P.O. Box 8028  
Harrisburg, PA 17105-8028



7160 3901 9844 1814 7858

RETURN RECEIPT REQUESTED

STEVEN A W/  A  INSUFFICIENT ADDRESS  
PO BOX 15  ATTEMPTED NOT KNOWN  OTHER  
PORT MATILDA  NO SUCH NUMBER/ STREET  
16870%0015 B01  NOT DELIVERABLE AS ADDRESSED  
     UNABLE TO FORWARD



DECEASED

7160 3901 9844 1814 7858  
TO: STEVEN A WAY  
PO BOX 15  
PORT MATILDA, PA 16870

SENDER:

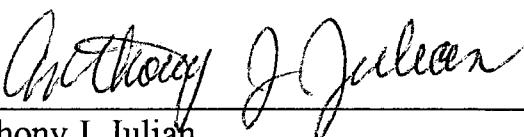
REFERENCE: 661595

PS Form 3600, June 2000	
RETURN RECEIPT SERVICE	Postage
	60
	230
	175
	Total Postage & Fees
POSTMASTER DATE 4/65	
US Postal Service Receipt for Certified Mail No Insurance Coverage Provided Do Not Use for International Mail	



## VERIFICATION

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



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

Date: APRIL 10, 2003

CA

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY : IN THE COURT OF COMMON PLEAS  
PLAINTIFF : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
STEVEN A. WAY : CIVIL ACTION - LAW  
DEFENDANT : NO. 03-564-CD  
: IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE

AND NOW, to wit, this 5 day of Aug, 2003, upon consideration of the within Affidavit, is appearing that a good faith investigation and effort to locate the Unknown Heirs and Assigns of Steven A. Way has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made by posting a copy of the Notice of Sale on the most public part of the property located at 211 Pruner Street, Osceolo, Pennsylvania 16666, by mailing a copy of the Complaint to the decedent at the property address and a copy of the Complaint by personal service on Dennis H. Way at Post Office Box 15, Port Matilda, Pennsylvania 16870, and by publication pursuant to Rule 430(b)(2); 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) shall be effected 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 the Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2 (d).

BY THE COURT

FILED

AUG 05 2003

William A. Shaw  
Prothonotary/Clerk of Courts

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY : IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: :  
PLAINTIFF :  
: :  
VS. : CIVIL ACTION - LAW  
: :  
STEVEN A. WAY : NO. 03-564-CD  
: :  
DEFENDANT : IN MORTGAGE FORECLOSURE

**FILED**

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

AUG 05 2003

William A. Shaw  
Prothonotary/Clerk of Courts

Plaintiff, Wachovia Bank, National Association f/k/a First Union National Bank as Trustee for Pennsylvania Housing Finance Agency, 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 Defendant located at 211 Pruner Street, Osceola, Pennsylvania 16666.

2. Steven A. Way died December 22, 2002. Any Heirs or Assigns of Steven A. Way are unknown with the exception of Dennis H. Way who is listed on the Death Certificate as Defendant's father.

3. Plaintiff requests an Order directing service upon the unknown Heirs and Assigns of Defendant, Steven A. Way, by posting a copy of the Notice of Sale on the most public part of the property at 211 Pruner Street, Osceolo, Pennsylvania 16666, by mailing a copy of the Notice of Sale to the property address and a copy of the Complaint by personal service on Dennis H. Way at Post Office Box 15, Port Matilda, Pennsylvania 16870, and by publication pursuant to Rule 430(b)(2), said Rule allowing for service upon unknown heirs by publication.

4. 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

Dated: July 22, 2003

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
PLAINTIFF	:	
VS.	:	
STEVEN A. WAY	:	CIVIL ACTION - LAW NO. 03-564-CD
DEFENDANT	:	IN MORTGAGE FORECLOSURE

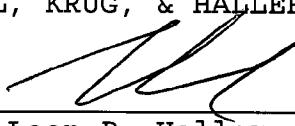
**AFFIDAVIT OF REASONABLE INVESTIGATION**

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 Steven A. Way died December 22, 2002. Any other heirs or assigns of Steven A. Way are unknown with the exception of Dennis H. Way who is listed on the Death Certificate as Defendant's father.

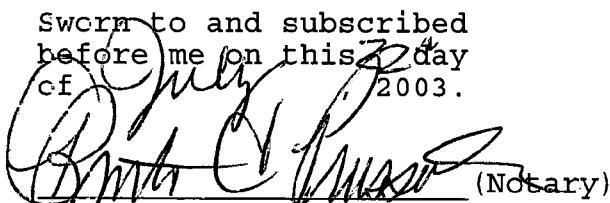
PURCELL, KRUG, & HALLER

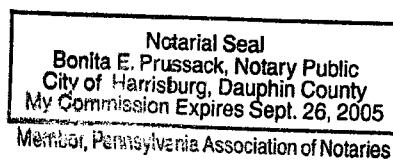
BY: 

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 27 day  
of July, 2003.

  
(Notary)



This is to certify that this is a true and accurate copy of the death record on file with the Division of Vital Records, and that I, Charles Hardester, am and was at the time of the issuance of this copy Director, Division of Vital Records of the Department of Health for the Commonwealth of Pennsylvania, duly appointed and commissioned as directed by Act 66 of the General Assembly, approved 29 June 1953, P.L. 304.

MAY 27 2003

Date Issued

*Charles Hardester*

Director

H105.143 Rev. 2/87

123282

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS  
CERTIFICATE OF DEATH

TYPE/PRINT  
IN  
PERMANENT  
BLACKINK

14 DECEASED PERSONAL DATA												STATE FILE NUMBER											
NAME OF DECEASED (First, Middle, Last) 1. Steven A. Way												SEX 2. Male											
AGE (Last Birthday)		UNDER 1 YEAR		UNDER 1 DAY		DATE OF BIRTH (Month, Day, Year)		BIRTHPLACE (City and State or Foreign Country)		PLACE OF DEATH (Check only one — see instructions on other side)		DATE OF DEATH (Month, Day, Year)											
5. 29 Yrs.		Months		Days		Hours		Minutes		Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA <input type="checkbox"/>		4. December 22, 2002											
COUNTY OF DEATH ab. Centre												WAS DECEASED OF HISPANIC ORIGIN? 9. No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If yes, specify Cuban, Mexican, Puerto Rican, etc.			RACE - American Indian, Black, White, etc. (Specify)								
DECEASED'S USUAL OCCUPATION (Give kind of work done during most of working life, do not use retired) 11a. Pinseal Operator												DECEASED'S EDUCATION (Specify only highest grade completed) 12. Elementary/Secondary (0-12) 12 13. College (1-4 or 5+)			MARITAL STATUS - Married Never Married, Widowed, Divorced (Specify) 14. Never Married			SURVIVING SPOUSE (If wife, give maiden name) 15. N/A					
DECEASED'S MAILING ADDRESS (Street, City/Town, State, Zip Code) 16. PO Box 15 Port Matilda, PA 16870												17a. State PA			17c. Yes, decedent lived in _____ 17d. No, decedent lived within actual limits of Port Matilda			17e. City/Town, State, Zip Code Centre					
FATHER'S NAME (First, Middle, Last) 18. Dennis H. Way												MOTHER'S NAME (First, Middle, Maiden Surname) 19. Judith A. Lawrence			INFORMANT'S NAME (Type or Print) 20. Dennis H. Way			INFORMANT'S MAILING ADDRESS (Street, City/Town, State, Zip Code) 21b. PO Box 15, Port Matilda, PA 16870					
METHOD OF DISPOSITION 21a. Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> 21b. Donation <input type="checkbox"/> Other (Specify) <input type="checkbox"/>												DATE OF DISPOSITION (Month, Day, Year) 21c. December 28, 2002			PLACE OF DISPOSITION - Name of Cemetery, Crematory or Other Place 21d. Allport Cemetery			LOCATION - City/Town, State, Zip Code 21e. Allport, PA 16821					
SIGNATURE OF FUNERAL SERVICE LICENSE OR PERSON ACTING AS SUCH 22a. <i>John E. Smith</i>												LICENSE NUMBER 22b. 013093-L			NAME AND ADDRESS OF FACILITY 22c. Strange & Weaver Funeral Service PO Box 238, Morrisdale, PA 16858			DATE SIGNED (Month, Day, Year) 23a.					
Complete items 23a-c only when certifying physician is not available at time of death to certify cause of death. 23a. To the best of my knowledge, death occurred at the time, date and place stated. (Signature and Title)												LICENSE NUMBER 23b.			WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? 24. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			23c.					
Items 24-26 must be completed by person who pronounces death. 24. 12-25 P. M. 25. December 22, 2002												25. Approximate interval between death and death certificate 26. <i>2 days</i>			PART II: Other significant conditions contributing to death, but not resulting in the underlying cause given in PART I.								
27. PART I: Enter the diseases, injuries or complications which caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line.												27a. <i>Primary Liver Cancer</i>			27b.								
IMMEDIATE CAUSE (Final disease or condition resulting in death) → 27a. <i>Primary Liver Cancer</i>												27b. <i>2 days</i>			27c.								
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST												27c.			27d.								
28. a. DUE TO (OR AS A CONSEQUENCE OF): b. DUE TO (OR AS A CONSEQUENCE OF): c. DUE TO (OR AS A CONSEQUENCE OF): d. DUE TO (OR AS A CONSEQUENCE OF):												28b. <i>Primary Liver Cancer</i>			28c.								
28a. WAS AN AUTOPSY PERFORMED? 28b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? 28c. MANNER OF DEATH Natural <input checked="" type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined <input type="checkbox"/>												28d. DATE OF INJURY (Month, Day, Year) 30a. <input type="checkbox"/> 30b. <input type="checkbox"/> 30c. <input type="checkbox"/>			28e. TIME OF INJURY 30a. <input type="checkbox"/> 30b. <input type="checkbox"/> 30c. <input type="checkbox"/>			28f. INJURY AT WORK? Yes <input type="checkbox"/> No <input type="checkbox"/>			28g. DESCRIBE HOW INJURY OCCURRED. 30a. <input type="checkbox"/> 30b. <input type="checkbox"/> 30c. <input type="checkbox"/>		
29. (See instructions on other side)												29. <i>Primary Liver Cancer</i>			30. <i>Primary Liver Cancer</i>			31. <i>Primary Liver Cancer</i>					
31a. CERTIFIER (Check only one) "CERTIFYING PHYSICIAN (Physician certifying cause of death when another physician has pronounced death and completed item 23) To the best of my knowledge, death occurred due to the cause(s) and manner as stated.....												31b. SIGNATURE AND TITLE OF CERTIFIER <i>Philip A. Pilgram M.D.</i>			31c. LICENSE NUMBER 31d. 1062019560			31e. DATE SIGNED (Month, Day, Year) Dec 23, 2002					
31a. "PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying to cause of death) To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.....												31f. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 27) Type or Print Philip Pilgram M.D.			31g. 3 Medical Center Drive Philipsburg PA 16866			31h. DATE FILED (Month, Day, Year) 12-24-02					
31a. "MEDICAL EXAMINER/CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.....												31i. REGISTRAR'S SIGNATURE AND NUMBER <i>Jessie Scott</i>			31j. <i>1411514</i>			31k. <i>12-24-02</i>					

ALIAS USED

Steven Way

NAME OF DECEASED

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

Plaintiff

vs.

STEVEN A. WAY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-564-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: August 14, 2003

PURCELL, KRUG, & HALLER

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

**FILED**

AUG 15 2003

~12:15~  
William A. Shaw

Prothonotary \$7.00

1 copy to Atty

2 REINSTATED COMMUN  
TWO SHEETS

In The Court of Common Pleas of Clearfield County, Pennsylvania

WACHOVIA BANK NATIONAL ASSOCIATION

VS.

WAY, STEVEN A.

Sheriff Docket # 13944

03-564-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW AUGUST 27, 2003 AT 12:08 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT 211 PRUNER ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA.

---

NOW AUGUST 18, 2003, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN A. WAY, DEFENDANT.

---

NOW SEPTEMBER 2, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN A. WAY, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED JUDY WAY, WIFE.

---

**Return Costs**

Cost	Description
39.00	SHERIFF HAWKINS PAID BY: ATTY CK# 77845
20.00	SURCHARGE PAID BY: ATTY
37.00	CENTRE CO. SHFF. PAID BY: ATTY CK# 77847

---

Sworn to Before Me This

18 Day of Sept 2003  
W.A. Shaw

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

*0 3:16 PM*

SEP 18 2003

William A. Shaw  
Prothonotary





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 13944

WACHOVIA BANK

TERM & NO. 03-564-CD

VS

DOCUMENT TO BE SERVED:

STEVEN A. WAY

COMPLAINT IN MORTGAGE FORECLOSURE

**SERVE BY:** 09/14/2003

**MAKE REFUND PAYABLE TO:** PURCELL, KRUG & HALLER, ESQ.

**SERVE:** STEVEN A. WAY

**ADDRESS:** PO BOX 15, PORT MATILDA, PA. 16870

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 18th Day of AUGUST 2003

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

2452-AA  
75.00

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

Plaintiff

Vs.

STEVEN A. WAY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

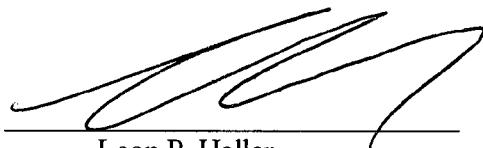
No. 03-564-CD

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 9/20/03, addressed as follows:

THE UNKNOWN HEIRS OF  
STEVEN A. WAY  
211 PRUNER STREET  
OSCEOLO MILLS, PA 16666



Leon P. Haller

SWORN to and subscribed

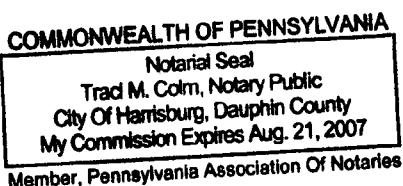
this 29 day of October,

2003.



My commission expires:

(SEAL)



FILED

OCT 06 2003

William A. Shaw

Prothonotary/Clerk of Courts

I cert to atty

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

Plaintiff

Vs.

STEVEN A. WAY

Defendant

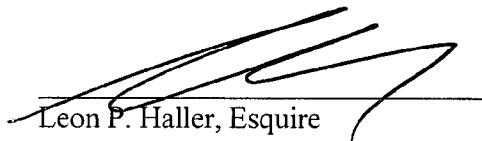
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 03-564-CD

CIVIL ACTION - LAW  
IN MORTGAGE FORECLOSURE

**PROOF OF PUBLICATION**

PURCELL, KRUG & HALLER



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

**FILED**  
m 11/43 2003 1 CC to Dwy  
OCT 31 2003

William A. Shaw  
Prothonotary

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

OCT 31 2003

Attest.

  
William A. Shaw  
Prothonotary  
Clerk of Courts

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

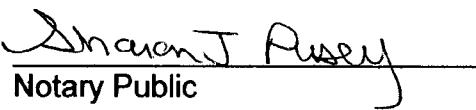
:

On this 12th day of September AD 2003, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of September 12, 2003, No. 37. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

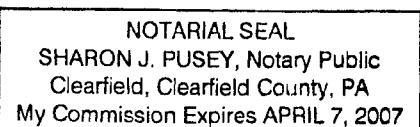


Gary A. Knaresboro, Esquire  
Editor

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



\_\_\_\_\_  
Notary Public  
My Commission Expires



Leon P Haller  
1719 N Front St  
Harrisburg PA 17102-2392

**NOTICE OF ACTION IN  
MORTGAGE FORECLOSURE**

**IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW**

**WACHOVIA BANK, NATIONAL  
ASSOCIATION F/K/A FIRST UNION  
NATIONAL BANK AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE  
AGENCY PLAINTIFF VS. STEVEN A. WAY,  
DEFENDANT.**

**MORTGAGE FORECLOSURE**

**NO. 03-564-CD**

**TO: THE UNKNOWN + HEIRS OF  
STEVEN A. WAY:**

You are hereby notified that on April 15, 2003, Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend against the above Defendants, in the Court of Common Pleas of Clearfield County, Pennsylvania, docketed to No. 03-564 CD wherein Plaintiff seeks to foreclose its mortgage securing the property located at 211 PRUNER STREET, OSCEOLA MILLS PA 16666 whereupon the property would be sold by the Sheriff of Clearfield County.

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

**NOTICE**

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

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

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

LEON P. HALLER, ESQUIRE, 1719 North Front Street, Harrisburg, PA 17102 717-234-4178.

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

Plaintiff

Vs.

STEVEN A. WAY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 03-564-CD

CIVIL ACTION - LAW  
IN MORTGAGE FORECLOSURE

**PROOF OF PUBLICATION**

PURCELL, KRUG & HALLER

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

**FILED**

*in 11-4168 rec to ccby*

OCT 31 2003

William A. Shaw  
Prothonotary

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

WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST  
UNION NATIONAL BANK AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE AGENCY PLAINTIFF,  
VS  
STEVEN A. WAY  
DEFENDANT

MORTGAGE FORECLOSURE NO. 03-564-CD

TO: THE UNKNOWN HEIRS OF STEVEN A. WAY:

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Name: David S. Meholic, Court Administrator

Address: Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
Telephone number: 814-765-2641 Ext. 5982

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

PROOF OF PUBLICATION OF NOTICE APPEARING IN THE  
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT  
PUBLISHED BY McLEAN PUBLISHING COMPANY,  
DUBOIS PENNSYLVANIA

Under act 587, Approved May 16, 1929, P.L. 1784

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier-Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

9th day of September A.D., 2003

Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

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

By \_\_\_\_\_

*Linda Smith*

Sworn and subscribed to before me this 10<sup>th</sup> day of Sept., 2003

*Steven W. Kronenwetter*

Notary Public

Statement of Advertising Cost  
McLEAN PUBLISHING COMPANY

Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/  
JEFFERSONIAN DEMOCRAT  
DuBois, PA

NOTARIAL SEAL  
STEVEN W. KRONENWETTER, NOTARY PUBLIC  
CITY OF DUBOIS, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES APRIL 16, 2006

**THIS IS  
NOT A  
BILL**

TO \_\_\_\_\_

Purcell, Krug & Haller

For publishing the notice or advertisement  
attached hereto on the above stated dates.....\$ 171.99  
Probating same.....\$ 4.25  
Total.....\$ 176.24

**Publisher's Receipt for Advertising Costs**

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

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

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

By \_\_\_\_\_

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

ATTORNEY FOR

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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-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) **STEVEN A. WAY** 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	\$42,412.50
Interest	\$1,085.69
Per diem of \$7.19	
From 12/01/2002	
To 05/01/2003	
Accumulated Late Charges	\$27.92
Late Charges	\$83.76
(\$13.96 per month to 05/01/2003)	
Escrow Deficit	\$97.65
 5% Attorney's Commission	 \$2,120.63
<b>TOTAL</b>	<b>\$45,828.15</b>

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

PURCELL, KRUG & HALLER

By

Leon F. Haller PA I.D. #15700

1719 North Front Street

Harrisburg, PA 17102

(717) 234-4178

**FILED**

DEC 04 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**COPY**

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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on December 4, 2003 the following judgment has been entered against you in the above-captioned matter:

**\$45,828.15** and for the sale and foreclosure of your property located at: **211 PRUNER STREET  
OSCEOLO MILLS, PA 16666**

Dated: December 3, 2003

---

PROTHONOTARY

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

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

STEVEN A. WAY  
211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

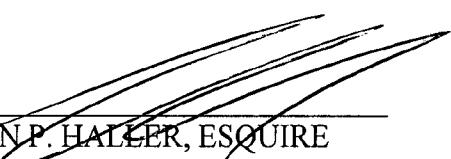
COUNTY OF DAUPHIN :

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.

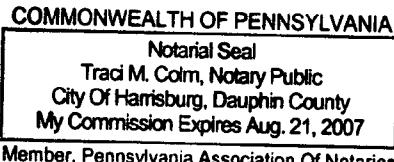
Sworn to and subscribed :

before me this 3rd day :

of December 20 03 :

  
LEON P. HALLER, ESQUIRE

  
Traci M. Colm  
Notary Public



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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 03-564-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

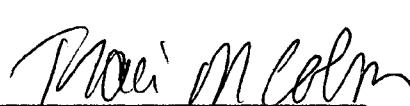
COUNTY OF DAUPHIN :

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.

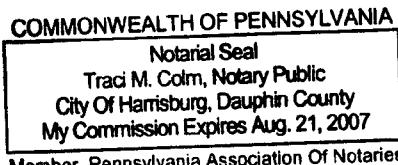
Sworn to and subscribed :

before me this 30 day :

of December 2003 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on October 16, 2003 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By \_\_\_\_\_  
Leona P. Haller PA I.D. # 15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

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

Plaintiff

VS.

STEVEN A. WAY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-564-CD

CIVIL ACTION LAW  
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **October 16, 2003**

**TO:**

STEVEN A. WAY  
211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

DENNIS H. WAY  
102 PLANK ROAD  
PORT MATILDA, PA 16870

**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

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

COPY

Wachovia Bank, National Association  
Plaintiff(s)

No.: 2003-00564-CD

Real Debt: \$45,828.15

Atty's Comm: \$

Vs.

Costs: \$

Steven A. Way  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 4, 2003

Expires: December 4, 2008

Certified from the record this 4th day of December, 2003.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-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 **211 PRUNER STREET  
OSCEOLO MILLS, PA 16666** as follows:

Unpaid Principal Balance	\$42,412.50
Interest	\$3,494.34
Per diem of \$7.19	
To 4/1/03	
Late Charges	\$418.80
(\$13.96 per month to 4/1/03)	
Escrow Deficit	\$1,765.82
Property Preservation	\$1,208.00
5% Attorney's Commission	\$2,120.63
<b>TOTAL WRIT</b>	<b>\$51,420.09</b>

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

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

Dated: December 3, 2003

Attached is a description of the real estate.

**FILED**

DEC 04 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

1cc to Shff and  
co-writs w/ prop descr.

11/3/03  
DEC 04 2003

Aug pd. 20.00

*cc*  
*WAS*

William A. Shaw  
Prothonotary/Clerk of Courts

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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-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 **211 PRUNER STREET OSCEOLO MILLS, PA 16666**:

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

STEVEN A. WAY  
211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

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:

Dennis H. Way  
102 Plank Road  
Port Matilda, PA 16870

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

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

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

**COPY**

Vs.

NO.: 2003-00564-CD

Steven A. Way

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a First Union National Bank as Trustee for PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff(s) from STEVEN A. WAY, 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:	<b>\$51,420.09</b>	PAID:	<b>\$132.00</b>
INTEREST per diem of \$7.19 to 4/1/03:	<b>\$3,494.34</b>	SHERIFF:	\$
PROTH. COSTS:	\$	OTHER COSTS:	\$
LATE CHARGES (\$13.96 per month to 4/1/03):	<b>\$418.80</b>	ESCROW DEFICIT:	<b>\$1,765.82</b>
5% ATTY'S COMM:	<b>\$2,120.63</b>	PROPERTY PRESERVATION:	<b>\$1,208.00</b>
DATE: 12/04/2003			

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

On the North by one-half of Lot No. 115; on the East by Water Alley; on the South by Lot No. 113; and on the West by Pruner Street; having a frontage of twenty-five (25) feet on Pruner Street, and extending of that width a depth of one hundred and fifty (150) feet, being one-half of Lot No. 115 in the general plan of Osceola Borough.

BEING the same premises which became vested in Homer L. Vance and Gale C. Vance by deed dated July 5, 1994 and recorded in Clearfield County Deed Book 1617, page 570.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record,

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

BEING THE SAME PREMISES WHICH Homer L. Vance and Gale C. Vance, by Deed dated 3/10/97 and recorded 3/13/97 in Clearfield County Deed Book 1825, Page 490, granted and conveyed unto Steve A. Way.

Assessment #16-013-378-31

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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-CD

IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on  
1-26-04, 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:

STEVEN A. WAY  
211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

Dennis H. Way  
102 Plank Road  
Port Matilda, PA 16870

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

By \_\_\_\_\_  
PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**FILED**  
1/13/04

MAR 17 2004

William A. Shaw  
Prothonotary

LAW OFFICES

*Purcell, Krug & Haller*

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

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

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

STEVEN A. WAY  
211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

Dennis H. Way  
102 Plank Road  
Port Matilda, PA 16870

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

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

PLAINTIFF

VS.

STEVEN A. WAY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-564-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: **APRIL 02, 2004**

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

LOCATION: Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830

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

THE LOCATION of your property to be sold is:

**211 PRUNER STREET  
OSCEOLO MILLS, PA 16666**

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

**No. 03-564-CD**

**JUDGMENT AMOUNT \$45,828.15**

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

**STEVEN A. WAY**

**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 situate in the Borough of Osceola Mills, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

On the North by one-half of Lot No. 115; on the East by Water Alley; on the South by Lot No. 113; and on the West by Pruner Street; having a frontage of twenty-five (25) feet on Pruner Street, and extending of that width a depth of one hundred and fifty (150) feet, being one-half of Lot No. 115 in the general plan of Osceola Borough.

BEING the same premises which became vested in Homer L. Vance and Gale C. Vance by deed dated July 5, 1994 and recorded in Clearfield County Deed Book 1617, page 570.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

BEING THE SAME PREMISES WHICH Homer L. Vance and Gale C. Vance, by Deed dated 3/10/97 and recorded 3/13/97 in Clearfield County Deed Book 1825, Page 490, granted and conveyed unto Steve A. Way.

Assessment #16-013-378-31

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

PLAINTIFF

VS.

STEVEN A. WAY

DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 03-564-CD

IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE

AND NOW, to wit, this 5 day of August, 2003, upon consideration of the within Affidavit, is appearing that a good faith investigation and effort to locate the Unknown Heirs and Assigns of Steven A. Way has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made by posting a copy of the Notice of Sale on the most public part of the property located at 211 Pruner Street, Osceolo, Pennsylvania 16666, by mailing a copy of the Complaint to the decedent at the property address and a copy of the Complaint by personal service on Dennis H. Way at Post Office Box 15, Port Matilda, Pennsylvania 16870, and by publication pursuant to Rule 430(b)(2); 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) shall be effected 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 the Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2 (d).

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

BY THE COURT

/s/ JOHN K. REILLY, JR.

AUG 05 2003

Attest.

*John K. Reilly, Jr.*  
Prothonotary/  
Clerk of Courts

J

PENNSYLVANIA HOUSING FINANCE AGENCY v. STEVEN A. WAY  
Clearfield County Sale

*4/2/04 @ 10:00am*

**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:

STEVEN A. WAY  
211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

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:

Dennis H. Way  
102 Plank Road  
Port Matilda, PA 16870

Postmark:

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

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

Postmark:



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

Sheriff Docket # 15080

WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATION 03-564-CD

VS.  
WAY, STEVEN A.

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

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**NOW, JANUARY 20, 2004 @ 2:10 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF APRIL 2, 2004 WAS SET.**

**NOW, JANUARY 21, 2004 DEPUTIZED CENTRE COUNTY TO SERVE DENNIS H. WAY, DEFENDANT,**

**NOW, JANUARY 23, 2004 @ 2:45 P.M. O'CLOCK CENTRE COUNTY SHERIFF'S DEPARTMENT, SERVED DENNIS H. WAY, AT 102 PLANK ROAD, PORT MATILDA, CENTER COUNTY, PENNSYLVANIA, BY HANDING TO JUDY WAY WIFE OF DENNIS H. WAY, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, APRIL 2, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, JUNE 17, 2004 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.**

**NOW, JUNE 21, 2004 RETURN THE WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, JUNE 21, 2004 A DEED WAS FILED.**

**FILED**

*Jun*  
JUN 21 2004  
0/12:05 (L)  
William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15080

WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATION 03-564-CD

VS.

WAY, STEVEN A.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

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SHERIFF HAWKINS      \$209.44

SURCHARGE      \$40.00

PAID BY ATTORNEY

---

Sworn to Before Me This

21<sup>st</sup> Day Of June 2004  
Chester A. Hawkins

So Answers,

*Chester Hawkins*  
*By Amherst Bitter-Aylenbaugh*  
Chester A. Hawkins  
Sheriff

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

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

Vs.

NO.: 2003-00564-CD

Steven A. Way

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a First Union National Bank as Trustee for PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff(s) from STEVEN A. WAY, 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:	<b>\$51,420.09</b>	PAID:	<b>\$132.00</b>
INTEREST per diem of \$7.19 to 4/1/03:	<b>\$3,494.34</b>	SHERIFF:	\$
PROTH. COSTS:	<b>\$</b>	OTHER COSTS:	\$
LATE CHARGES (\$13.96 per month to 4/1/03):	<b>\$418.80</b>	ESCROW DEFICIT:	<b>\$1,765.82</b>
5% ATTY'S COMM:	<b>\$2,120.63</b>	PROPERTY PRESERVATION:	<b>\$1,208.00</b>
DATE: 12/04/2003			



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 4th day  
of December A.D. 2003  
At 3:00 A.M./P.M.

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

Chesler A. Hawkins  
Sheriff  
By Cynthia Button-Coughenough

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

On the North by one-half of Lot No. 115; on the East by Water Alley; on the South by Lot No. 113; and on the West by Pruner Street, having a frontage of twenty-five (25) feet on Pruner Street, and extending of that width a depth of one hundred and fifty (150) feet, being one-half of Lot No. 115 in the general plan of Osceola Borough.

BEING the same premises which became vested in Homer L. Vance and Gale C. Vance by deed dated July 5, 1994 and recorded in Clearfield County Deed Book 1617, page 570.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 211 PRUNER STREET  
OSCEOLO MILLS, PA 16666

BEING THE SAME PREMISES WHICH Homer L. Vance and Gale C. Vance, by Deed dated 3/10/97 and recorded 3/13/97 in Clearfield County Deed Book 1825, Page 490, granted and conveyed unto Steve A. Way.

Assessment #16-013-378-31

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      WAY      NO.      03-564-CD

NOW, April 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 APRIL 2004, I exposed the within described real estate of STEVEN A. WAY to public venue or outcry at which time and place I sold the same to WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	15.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>209.44</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	51,420.09
INTEREST TO 4/1/03 @ 7.19	3,494.34
TO BE ADDED      TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	418.80
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	2,120.63
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,765.82
<b>TOTAL DEBT &amp; INTEREST</b>	<b>59,219.68</b>
<b>COSTS:</b>	
ADVERTISING	332.64
TAXES - collector      TO 7/5/04	158.91
TAXES - tax claim      NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	209.44
LEGAL JOURNAL AD	162.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,168.99</b>

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

**FILED**

JUN 21 2004

William A. Shaw  
Prothonotary

**COPY**

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

PLAINTIFF

VS.

STEVEN A. WAY

DEFENDANT

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 03-564-CD

IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE

AND NOW, to wit, this 5 day of August, 2003, upon  
consideration of the within Affidavit, is appearing that a good faith  
investigation and effort to locate the Unknown Heirs and Assigns of  
Steven A. Way has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made by posting a copy  
of the Notice of Sale on the most public part of the property located  
at 211 Pruner Street, Osceolo, Pennsylvania 16666, by mailing a copy  
of the Complaint to the decedent at the property address and a copy  
of the Complaint by personal service on Dennis H. Way at Post Office  
Box 15, Port Matilda, Pennsylvania 16870, and by publication pursuant  
to Rule 430(b)(2); 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) shall be effected 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 the Sheriff pursuant to  
Pennsylvania Rule of Civil Procedure 3129.2 (d).

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

BY THE COURT

/s/ JOHN K. REILLY, JR.

AUG 05 2003

J

Attest.

*John K. Reilly*  
Prothonotary/  
Clerk of Courts



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

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

VS

TERM & NO. 03-564-CD

#### DOCUMENTS TO BE SERVED:

STEVEN A. WAY

NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

#### SERVE BY:

ASAP

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

SERVE: DENNIS H. WAY

ADDRESS: 102 PLANK ROAD, PORT MATILDA, PA 16870

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY PENNSYLVANIA to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 21ST Day of JANUARY 2004.

Respectfully,

CHESTER A. HAWKINS,

2605-AA  
75.02

#99

# SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

99

## SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)

Wachovia Bank National Ass.

2. Case Number

03-564-CD

3. Defendant(s)

Steven A. Way

4. Type of Writ or Complaint: Notice of  
Sale, Writ of Exec., Copy  
of Levy

SERVE

→  
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.

Dennis H. Way

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

102 Plank Rd, Port Matilda, Pa 16870

7. Indicate unusual service:  Reg Mail  Certified Mail  Deputyze  Post  Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County

### 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title | 14. Date Filed | 15. Expiration/Hearing Date

### TO BE COMPLETED BY SHERIFF

16. Served and made known to Judy Way, on the 23 day of Jan,  
2004, at 2:45 o'clock, P m., at same as above, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) resides(s). Relationship is Wife
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- \_\_\_\_\_ and officer of said Defendant company.
- Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

- Moved
- Unknown
- No Answer
- Vacant
- Other \_\_\_\_\_

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs-Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>—</u>	<u>2.50</u>	<u>15.00</u>	<u>.50</u>	<u>1.00</u>	<u>37.00</u>	<u>38.00</u>

17. AFFIRMED and subscribed to before me this 19

20. day of February 2004

23. Corinne Peters  
Notary Public

Notarial Seal  
Corinne Peters, Notary Public  
My Commission Expires 5-2005  
Centre County

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED AUTHORITY AND TITLE  
Member, Pennsylvania Association of Notaries

So Answer.

18. Signature of Dep. Sheriff

Judy Way

19. Date

1-27-04

21. Signature of Sheriff

Corinne Peters

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

25. Date Received