

03-726-CD
WAYPOINT BANK, etal. vs. EDWARD J. MEEKER, etal

In The Court of Common Pleas of Clearfield County, Pennsylvania

WAYPOINT BANK s/l/l/t VALLEY HOMES 1/MILESBURG

Sheriff Docket # 14050

VS.

03-726-CD

MEEKER, EDWARD J. & POLLY A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

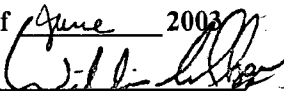
NOW MAY 28, 2003 AT 8:35 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD J. MEEKER, DEFENDANT AT RESIDENCE, 1801 CONGRESS HILL ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD J. MEEKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

NOW MAY 28, 2003 AT 8:35 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON POLLY A. MEEKER, DEFENDANT AT RESIDENCE, 1801 CONGRESS HILL ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO POLLY MEEKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING.


Return Costs

Cost	Description
47.04	SHERIFF HAWKINS PAID BY: ATTY CK# 8088609
20.00	SURCHARGE PAID BY: ATTY CK# 8088610

Sworn to Before Me This

10 Day Of June 2003


So Answers,


Chester A. Hawkins
Sheriff

FILED

1140 BA
JUN 10 2003

William A. Shaw
Prothonotary

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

FILED

MAY 12 2003

William A. Shaw
Prothonotary

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILES BURG,

Plaintiff,

v.

NO.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

ISSUE NO.: 03-726-CD

CODE:

TYPE OF PLEADING:

COMPLAINT IN MORTGAGE
FORECLOSURE

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:
P.O. Box 2060
Alliance, OH 44601

AND THE DEFENDANT ARE:
1801 Congress Hill Road
Frenchville, PA 16836

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE AFFECTED BY THIS LIEN IS:
RR1, Box 409
Frenchville, PA 16836
Twp of Girard
WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 
ATTORNEYS FOR PLAINTIFF

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Kimberly J. Hong, ESQUIRE
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02759880

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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff,

v.

NO:

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

NOTICE TO DEFEND

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 this 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 claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER 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:

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff,

v.

NO:

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, Waypoint Bank, s/i/i/t Valley Homes 1/Milesburg, by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is Waypoint Bank, s/i/i/t Valley Homes 1/Milesburg, a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").

2. The Defendants are Edward J. Meeker and Polly A. Meeker, adult individuals whose last known address is 1801 Congress Hill Road, Frenchville, PA 16836.

3. On or about August 17, 1995, the Defendants borrowed the sum of \$54,103.00 from Plaintiff pursuant to the terms of a written agreement, and as security for repayment thereof, Defendants made, executed and delivered to Plaintiff, a Mortgage in the original principal amount of \$54,103.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 24, 1995 in Mortgage Book Volume 1699, Page 111. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

4. Valley Homes 1/Milesburg, assigned all of its right, title and interest in and to the Mortgage to Harris Savings Bank, pursuant to an Assignment of Mortgage, which was recorded on August 24, 1995, in Mortgage Book Volume 1699, Page 117.

5. Harris Savings Bank, assigned all of its right, title and interest in and to the Mortgage to Plaintiff, pursuant to an Assignment of Mortgage

6. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

7. The Defendants are in default under the terms of the aforesaid written agreement and Mortgage.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about August 21, 2002, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 46,406.03
Interest thru 4/3/03	\$ 3,593.56
Late Charge thru 4/3/03	\$ 287.28
Taxes thru 4/3/03	\$ 3,082.09
Insurance thru 4/3/03	\$ 259.00
Execution Costs thru 4/3/03	\$ 0.00
Attorneys' Fees thru 4/3/03	\$ 1,000.00
Other Charges	<u>\$ 50.00</u>
 TOTAL	 \$ 54,677.96

11. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$54,677.96, with interest thereon at the rate of \$12.40 per diem from April 3, 2003, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Hong, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

I, CLERK, CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

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CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:50 pm 8-24-95
BY *Plant M. White*
FEES 17.00
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 17, 1995. The mortgagor is MEEKER, EDWARD J. and MEEKER, POLLY A.

("Borrower"). This Security Instrument is given to VALLEY HOMES 1/MILESBURO.

, which is organized and existing under the laws of PENNSYLVANIA, and whose address is BOX 375, MILESBURO, PA. 16853.

("Lender"). Borrower owes Lender the principal sum of fifty-four thousand one hundred and three and 00/100 plus interest at a rate of 9.75% Dollars (U.S. \$ 54,103.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 20, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

BEGINNING IN THE MIDDLE OF THE CREEK KNOWN AS DEER CREEK, AT A POINT NEAR THE OLD BLACKSMITH SHOP, BEING SOUTHEAST CORNER OF THIS LOT; THENCE WEST AND CROSSING TOWNSHIP ROAD LEADING FROM BUCK RUN TO RIVER, AND ALONG TOWNSHIP ROAD LEADING FROM KARTHAUS TO CLEARFIELD THIRTY-ONE (31) PERCHES TO A POST CORNER; THENCE NORTH THREE (3) PERCHES TO CENTER OF DEER CREEK; THENCE EAST ALONG SAID DEER CREEK ITS SEVERAL COURSES FORTY (40) PERCHES TO CENTER OF DEER CREEK; THENCE SOUTH TEN (10) PERCHES TO PLACE OF BEGINNING. CONTAINING ONE ACRE AND NINETY THREE PERCHES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED FROM LEONA A. PICARD AND OLIVE H. PLUBELL TO POLLY A. MEEKER AND EDWARD MEEKER IN DEED BOOK 1428, PAGE 160 AND RECORDED ON 11-12-91.

8/24/95 Assignment 1699/117

which has the address of RR #1 BOX 409, FRENCHVILLE, Pennsylvania 16836 ("Property Address");
(Street) (City) (Zip Code)

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form MD-1-PA 6/11/93

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

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

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

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

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

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

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

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

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

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

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

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

VOL 1699 PAGE 116

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

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

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

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

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

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ Other(s) [specify]

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider

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

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

Witnesses:

[Signature]
[Signature]

Edward J. Meeker
 MEERER, EDWARD J. (Seal)
 -Borrower

Patty A. Meeker
 MEERER, PATTY A. (Seal)
 -Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Centre County ss:

On this, the 17th day of August, 1995, before me, Jill Y. Manley, the undersigned officer, personally appeared Edward J. Meeker and Patty A. Meeker.

known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal
 Jill Y. Manley, Notary Public
 Boggs Twp., Centre County
 My Commission Expires June 17, 1998
 Member, Pennsylvania Association of Notaries

Jill Y. Manley
 Notary Public
 Title of Officer

IT IS HEREBY certified that the address of the mortgagee in the within mortgage is BOX 375, MILESBURG, PA. 16853

By Heather Puckett of Mobile Consultants, Inc.

PO Box 2060, Alliance, OH 44601

Entered of Record Aug 24 1995 3:50 pm Karen L. Starck, Recorder

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Lisa Marsh,
VP / collection manager of Waypoint Bank, plaintiff herein,
(TITLE) (COMPANY)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Lisa Marsh VP
(Signature)

02759880

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

FILED
May 12 2003
2:10 PM
2 cc shf

William A. Shaw
Prothonotary

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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff

No. 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT
(IN REM)

FILED

JUL 03 2003

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

P.O. Box 2060
Alliance, OH 44601

William A. Shaw
Prothonotary

Kimberly J. Hong, Esquire
PA I.D. NO. 74950

AND THE DEFENDANT IS:

1801 Congress Hill Road
Franchville, PA 16836

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 

ATTORNEYS FOR PLAINTIFF

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02759880

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff

No. 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT (IN REM)

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, Edward J. Meeker and Polly A. Meeker, above named, in the default of an Answer, in the amount of \$55,393.99 computed as follows:

Principal	\$ 46,406.03
Interest thru 6/25/03	
at the legal interest rate of \$12.40 per diem	\$ 4,289.07
Late Charges thru 6/25/03	\$ 307.80
Insurance thru 6/25/03	\$ 259.00
Taxes thru 6/25/03	\$ 3,082.09
Execution Costs thru 6/25/03	\$ 0.00
Attorneys fees thru 6/25/03	\$ 1,000.00
Title Search	\$ 50.00
TOTAL	\$ 55,393.99

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

AFFIDAVIT OF NON-MILITARY SERVICE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff

vs.

Civil Action No. 03-726-CD

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

IMPORTANT NOTICE

TO: Edward J. Meeker
1801 Congress Hill Road
Frenchville, PA 16836

Date of Notice:

6/19/03

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

**PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____

Kimberly J. Hong
Weltman, Weinberg & Reis co. L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff

vs.

Civil Action No. 03-726-CD

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

IMPORTANT NOTICE


TO: Polly A. Meeker
1801 Congress Hill Road
Frenchville, PA 16836

Date of Notice: 6/19/03

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

**PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Kimberly J. Hong
Weltman, Weinberg & Reis co. L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

IN 2:24 am JUL 20 2003
NOTICE OF
JUL 03 2003 STATE OF

William A. Shaw
Prothonotary



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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff

No. 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Edward J. Meeker
1801 Congress Hill Road
Frenchville, PA 16836

- ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

- ☐ Assumpsit Judgment in the amount of \$_____ plus costs.
☒ Mortgage Foreclosure in the amount of \$55,393.99 plus costs.
☐ Trespass Judgment in the amount of \$_____ plus costs.
☐ If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.
☒ Entry of Judgment of
☐ Court Order
☐ Non-Pros
☐ Confession
☒ Default
☐ Verdict
☐ Arbitration Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

COPY

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

WAYPOINT BANK, s/i/i/t
VALLEY HOMES 1/MILESBURG,

Plaintiff

No. 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Polly A. Meeker
1801 Congress Hill Road
Frenchville, PA 16836

- ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

- ☐ Assumpsit Judgment in the amount of \$_____ plus costs.
☒ Mortgage Foreclosure in the amount of \$55,393.99 plus costs.
☐ Trespass Judgment in the amount of \$_____ plus costs.
☐ If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.
☒ Entry of Judgment of
☐ Court Order
☐ Non-Pros
☐ Confession
☒ Default
☐ Verdict
☐ Arbitration Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

COPY

Waypoint Bank
Plaintiff(s)

No.: 2003-00726-CD

Real Debt: \$55,393.99

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward J. Meeker
Polly A. Meeker
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: July 3, 2003

Expires: July 3, 2007

Certified from the record this 3rd day of July, 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

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02759880

FILED *Atty pd.*
m/d: 50/01 *20.00*
10096 Writs
w/prop descr.
to Shff
JUL 01 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County
against Defendants, Edward J. Meeker and Polly A. Meeker for the amount of:

1. Judgment Amount	\$ 55,393.99
Interest at the rate of \$12.40 per diem from 6/25/03 to sale date	\$ 5,766.00
2. Late Charges thru sale date	\$ <u>384.90</u>

TOTAL \$ 61,544.89

145.00 Prothonotary costs

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)

\$

Date: _____

6/25/04

Kimberly J. Hong
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF GIRARD, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS RR 1, BOX 409, FRENCHVILLE, PA 16836. DEED BOOK VOLUME 1428, PAGE 160, PARCEL NUMBER 114-P5-45.

1. The name and address of the owners or reputed owners:

Edward J. Meeker and Polly A. Meeker	1801 Congress Hill Road Frenchville, PA 16836
---	--

2. The name and address of the Defendants in the judgment:

Edward J. Meeker and Polly A. Meeker	1801 Congress Hill Road Frenchville, PA 16836
---	--

3. The name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Waypoint Bank, et. al.	(Plaintiff)
------------------------	-------------

Tax Claim Bureau	230 E. Market Street Clearfield, PA 16830
------------------	--

4. The name and address of the last record holder of every mortgage of record:

Waypoint Bank, et. al.	(Plaintiff)
------------------------	-------------

Beneficial Mortgage Discount Co.	1995 S. Atherton Street State College, PA 16801
----------------------------------	--

PA Housing Finance Agency	2101 N. Front Street Harrisburg, PA 17110
---------------------------	--

Holliday Consumer Discount Co.	3180 W. College Avenue State College, PA 16801
--------------------------------	---

5. The name and address of every other person who has any record lien on the property:

NONE

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

NONE

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

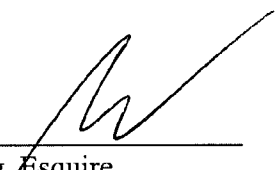
Inheritance Tax Bureau	230 East Market Street Clearfield, PA 16830
------------------------	--

Domestic Relations

230 East Market Street
Clearfield, PA 16830

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

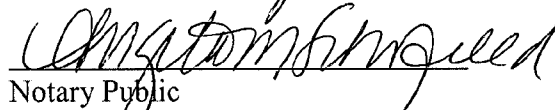
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



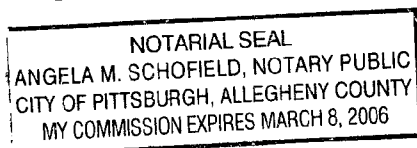
Kimberly J. Hong, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before me

this 29th day of June, 2004



Notary Public



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

Waypoint Bank

Vs.

NO.: 2003-00726-CD

Edward J. Meeker and Polly A. Meeker

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WAYPOINT BANK, Plaintiff(s) from EDWARD J. MEEKER and POLLY A. MEEKER, 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: **\$61,544.89**
INTEREST at the rate of \$12.40 per
diem from 6/25/03 to sale date: **\$5,766.00**
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 07/01/2004

PAID: **\$145.00**
SHERIFF: \$
LATE CHARGES thru sale date: **\$384.90**
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sheriff

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

LONG FORM DESCRIPTION

ALL THAT CERTAIN parcel of land situate in the Township of Girard, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING in the middle of the Creek known as Deer Creek, at a point near the old blacksmith shop, being southeast corner of this lot; thence West and crossing township road leading from Buck Run to River, and along township road leading from Karthaus to Clearfield thirty-one (31) perches to a post corner; thence north three (3) perches to center of Deer Creek; thence east along said Deer Creek its several courses forty (40) perches to center of Deer Creek; thence south ten (10) perches to place of beginning. Containing one acre and ninety three perches, more or less.

BEING the same premises which Leona A. Picard, by Deed dated November 12, 1991 and recorded in Clearfield County on November 12, 1991 at Deed Book Volume 1428, Page 160 granted and conveyed to Polly A. Meeker and Edward J. Meeker.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No: 114-P5-45

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

TYPE OF PLEADING:

DEFENDANT AFFIDAVIT OF SERVICE

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02759880

FILED
m/1-21/04
OCT 18 2004

EBK
NO
CC

William A. Shaw
Prothonotary/Clerk of Courts

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on the Defendants.

1. On or about September 28, 2004, Plaintiff mailed Defendants a copy of the Notice of Sheriff's Sale by certified mailed, return receipt requested. On or about October 1, 2004, the certified mailing receipts were signed and returned indicating service on the Defendants. True and correct copies of the signed certified mail receipts are marked Exhibit 'A', attached hereto and made a part hereof.


I verify that these statements made are true and correct to the best of my knowledge and belief.



Kimberly J. Hong, Esquire
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sworn to and subscribed before me

This 17th day of October, 2004.


Notary Public

NOTARIAL SEAL
ANGELA M. SCHOFIELD, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 8, 2006

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Polly A. Meeker
1801 Congress Hill Road,
Frenchville, PA 16836

2. Article Number
(Transfer from service label)

PS Form 3811, August 2001

7002 3150 0003 3646 8804

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Polly A. Meeker ☐ Agent

B. Received by (Printed Name)

D. Is delivery address different from item 1? ☒ Yes

If YES, enter delivery address below:

56 POTTER ST. PO Box 172
KARTHANS PA 16845

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

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

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

Edward J. Meeker

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

Postmark Here
NOS
9/28/04

Sent To
Street, Apt. No., or PO Box No. 1801 Congress Hill Road
City, State, ZIP+4 Frenchville, PA 16836

PS Form 3800, June 2002 See Reverse for Instructions

7002 3150 0003 3646 8804

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

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

Polly A. Meeker

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

Postmark Here
NOS
9/28/04

Sent To
Street, Apt. No., or PO Box No. 1801 Congress Hill Rd
City, State, ZIP+4 Frenchville, PA 16836

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Edward J. Meeker
1801 Congress Hill Rd
Frenchville, PA 16836

2. Article Number
(Transfer from service label)

7002 3150 0003 3646 8798

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Polly A. Meeker ☒ Agent ☐ Address

B. Received by (Printed Name) C. Date of Delivery
Polly A. Meeker 10-1-04

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No
PO Box 162

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

EXHIBIT
A

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

TYPE OF PLEADING:

LIENHOLDER AFFIDAVIT OF SERVICE

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02759880

20K
FILED NO CC
m/j 10/18/04
OCT 18 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

LIENHOLDER AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on September 30, 2004. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.

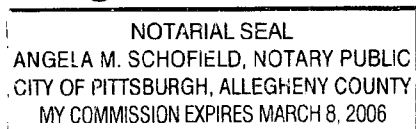


Kimberly J. Hong, Esquire
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

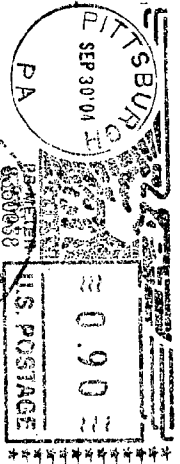
Sworn to and subscribed before me

This 11th day of October, 2004.


Notary Public



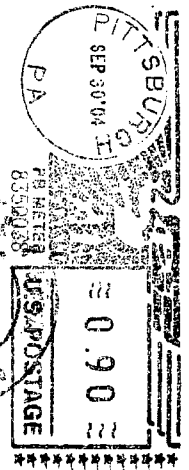
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Weisman, Weinberg & Reis Co., L.P.A.</u> <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>	
One piece of ordinary mail addressed to:	
<u>Holliday Consumer Discount</u> <u>3180 W. College Ave</u> <u>State College, PA 16801</u>	



PS Form 3817, January 2001

Meeker

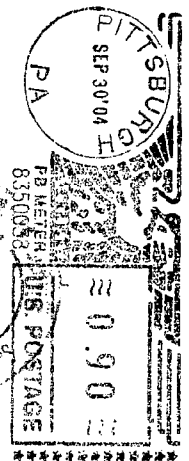
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Weisman, Weinberg & Reis Co., L.P.A.</u> <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>	
One piece of ordinary mail addressed to:	
<u>PA Housing Finance Agency</u> <u>2101 N. Front St</u> <u>Harrisburg PA 17110</u>	



PS Form 3817, January 2001

Meeker

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Weisman, Weinberg & Reis Co., L.P.A.</u> <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>	
One piece of ordinary mail addressed to:	
<u>Beneficial Mortgage Discount</u> <u>1995 S. Atherton St</u> <u>State College, PA 16801</u>	



PS Form 3817, January 2001

Meeker

EXHIBIT

A

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Waltman, Weinberg & Reis Co., L.P.A. 2718 Koppers Bldg. 436 7th Avenue Pittsburgh, PA 15219 (412) 434-7955			
One piece of ordinary mail addressed to: Domestic Relations 230 E. Market St Clearfield PA 16830			

PS Form 3817, January 2001

Meeker



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Waltman, Weinberg & Reis Co., L.P.A. 2718 Koppers Bldg. 436 7th Avenue Pittsburgh, PA 15219 (412) 434-7955			
One piece of ordinary mail addressed to: Inheritance Tax Bureau 230 E. Market St Clearfield, PA 16830			

PS Form 3817, January 2001

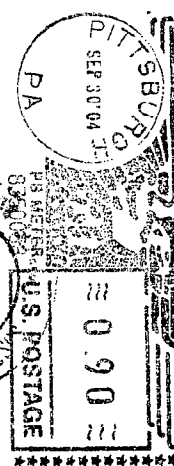
Meeker



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Waltman, Weinberg & Reis Co., L.P.A. 2718 Koppers Bldg. 436 7th Avenue Pittsburgh, PA 15219 (412) 434-7955			
One piece of ordinary mail addressed to: Tax Claim Bureau 230 E. Market St Clearfield, PA 16830			

PS Form 3817, January 2001

Meeker



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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02759880

FILED

JUL 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County
against Defendants, Edward J. Meeker and Polly A. Meeker for the amount of:

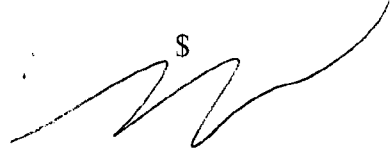
1. Judgment Amount	\$ 55,393.99
Interest at the rate of \$12.40 per diem from 6/25/03 to sale date	\$ 1,227.60
2. Late Charges thru sale date	\$ <u>76.98</u>
TOTAL	\$ 56,698.57

Prothonotary costs 125.00

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)

Date: 7/20/03

\$ 

Kimberly J. Hong
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

10-25

FILED

Atty Hong pd. 20.00

M/1:38-61
JUL 24 2003

1 cc a le units w/prop. descr.

William A. Shaw

Prothonotary/Clerk of Courts

to Staff

WAS

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Waypoint Bank, et. al., Plaintiff in the above action, sets forth as of the date of the Praecept for the Writ of Execution was filed the following information concerning the real property of Edward J. Meeker and Polly A. Meeker, located at RR 1, Box 409, Frenchville, PA 16836 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. MEEKER AND POLLY A. MEEKER OF, IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF GIRARD, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS RR 1, BOX 409, FRENCHVILLE, PA 16836. DEED BOOK VOLUME 1428, PAGE 160, PARCEL NUMBER 114-P5-45.

1. The name and address of the owners or reputed owners:

Edward J. Meeker and
Polly A. Meeker

1801 Congress Hill Road
Frenchville, PA 16836

2. The name and address of the Defendants in the judgment:

Edward J. Meeker and
Polly A. Meeker

1801 Congress Hill Road
Frenchville, PA 16836

3. The name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Waypoint Bank, et. al.

(Plaintiff)

Tax Claim Bureau

230 E. Market Street
Clearfield, PA 16830

4. The name and address of the last record holder of every mortgage of record:

Waypoint Bank, et. al.

(Plaintiff)

Beneficial Mortgage Discount Co.

1995 S. Atherton Street
State College, PA

PA Housing Finance Agency

2101 N. Front Street
Harrisburg, PA

5. The name and address of every other person who has any record lien on the property:

NONE

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

NONE

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

Inheritance Tax Bureau

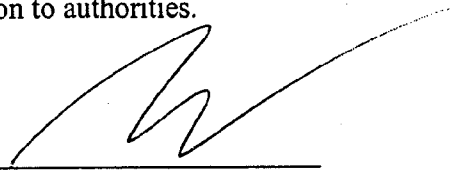
230 East Market Street
Clearfield, PA 16830

Domestic Relations

230 East Market Street
Clearfield, PA 16830

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

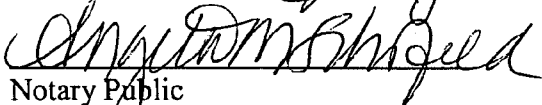
I verify that the statements made in the Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

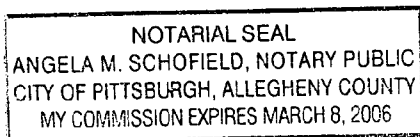


Kimberly J. Hong, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before me

this 2/5th day of July, 2003.


Notary Public



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

Waypoint Bank, s/i/i/t Valley
Homes 1/Milesburg

COPY

Vs.

NO.: 2003-00726-CD

Edward J. Meeker and Polly A. Meeker

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WAYPOINT BANK, s/i/i/t Valley Homes 1/Milesburg, Plaintiff(s) from EDWARD J. MEEKER and POLLY A. MEEKER, Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: **\$55,393.99**
INTEREST at the rate of \$12.40 per
diem from 6/25/03 to sale date: **\$1,227.60**
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 07/24/2003

PAID: **\$125.00**
SHERIFF: \$
LATE CHARGES thru sale date: **\$76.98**
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sheriff

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

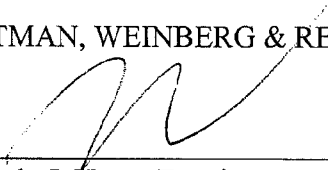
LONG FORM DESCRIPTION

ALL THAT CERTAIN parcel of land situate in the Township of Girard, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING in the middle of the Creek known as Deer Creek, at a point near the old blacksmith shop, being southeast corner of this lot; thence West and crossing township road leading from Buck Run to River, and along township road leading from Karthaus to Clearfield thirty-one (31) perches to a post corner; thence north three (3) perches to center of Deer Creek; thence east along said Deer Creek its several courses forty (40) perches to center of Deer Creek; thence south ten (10) perches to place of beginning. Containing one acre and ninety three perches, more or less.

BEING the same premises which Leona A. Picard, by Deed dated November 12, 1991 and recorded in Clearfield County on November 12, 1991 at Deed Book Volume 1428, Page 160 granted and conveyed to Polly A. Meeker and Edward J. Meeker.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No: 114-P5-45

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14535

WAYPOINT BANK, S/II/T VALLEY HOMES 1/MILESBURG

03-726-CD

VS.

MEEKER, EDWARD J.

WRIT OF EXEUCION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 8, 2003 @ 11:51 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF NOVEMBER 7, 2004 WAS SET.

egil
FILED
019:5041
DEC 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOW, SEPTEMBER 8, 2003 @ 11:51 A.M. O'CLOCK SERVED EDWARD J. MEEKER, DEFENDANT, AT HIS RESIDENCE 1801 CONGRESS HILL ROAD, FRENCHVILL, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAUL MEEKER, SON OF THE DEFENDANT, ADULT IN CHARGE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTEMBER 8, 2003 @ 11:51 A.M. O'CLOCK SERVED POLLY A. MEEKER, DEFENDANT, AT HER RESIDIENCE 1801 CONGRESS HILL ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAUL MEEKER, SON OF THE DEFENDANT/ADULT IN CHARGE, A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 3, 2003 RECEIVED A LETTER FROM THE PLAINTIFF 'S ATTORNEY TO STAY THE SALE DUE TO BANKRUPTCY FILING.

NOW, DECEMBER 2, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, DECEMBER 3, 2004 RETURN THE WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS. SALE WAS STAYED BY THE PLAINTIFF'S ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14535

WAYPOINT BANK, S/III/T VALLEY HOMES 1/MILESBURG

03-726-CD

VS.

MEEKER, EDWARD J.

WRIT OF EXEUCION REAL ESTATE

SHERIFF RETURNS

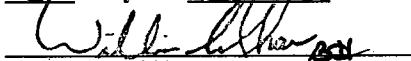
SHERIFF HAWKINS 207.48

SURCHARGE 40.00

PAID BY ATTORNEY

Sworn to Before Me This

3rd Day Of December 2004

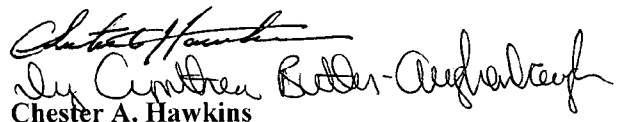


WILLIAM A. SHAW

Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

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

Waypoint Bank, s/i/i/t Valley
Homes 1/Milesburg

Vs.

NO.: 2003-00726-CD

Edward J. Meeker and Polly A. Meeker

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WAYPOINT BANK, s/i/i/t Valley Homes 1/Milesburg, Plaintiff(s) from EDWARD J. MEEKER and POLLY A. MEEKER, Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: **\$55,393.99**
INTEREST at the rate of \$12.40 per
diem from 6/25/03 to sale date: **\$1,227.60**
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 07/24/2003

PAID: **\$125.00**
SHERIFF: \$
LATE CHARGES thru sale date: **\$76.98**
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 24th day
of July A.D. 2003
At 3:20 A.M./P.M.

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Chester A. Haulkins
Sheriff Cynthia Butler-Aughenbaugh

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.

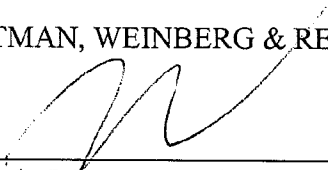
LONG FORM DESCRIPTION

ALL THAT CERTAIN parcel of land situate in the Township of Girard, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING in the middle of the Creek known as Deer Creek, at a point near the old blacksmith shop, being southeast corner of this lot; thence West and crossing township road leading from Buck Run to River, and along township road leading from Karthaus to Clearfield thirty-one (31) perches to a post corner; thence north three (3) perches to center of Deer Creek; thence east along said Deer Creek its several courses forty (40) perches to center of Deer Creek; thence south ten (10) perches to place of beginning. Containing one acre and ninety three perches, more or less.

BEING the same premises which Leona A. Picard, by Deed dated November 12, 1991 and recorded in Clearfield County on November 12, 1991 at Deed Book Volume 1428, Page 160 granted and conveyed to Polly A. Meeker and Edward J. Meeker.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No: 114-P5-45

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MEEKER NO. 03-726-CD

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2003, I exposed the within described real estate of _____ to public venue or outcry at which time and place I sold the same to _____

he/she being the highest bidder, for the sum of _____ and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	11.52
LEVY	15.00
MILEAGE	11.52
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	20.00

**TOTAL SHERIFF
COSTS 207.48**

DEED COSTS:

ACKNOWLEDGEMENT
REGISTER & RECORDER
TRANSFER TAX 2%

**TOTAL DEED
COSTS 0.00**

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	55,393.99
INTEREST	1,227.60
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	76.98
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	

TOTAL DEBT & INTEREST 56,698.57

COSTS:

ADVERTISING	334.53
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	
SHERIFF COSTS	207.48
LEGAL JOURNAL AD	153.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS 820.01

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

WELTMAN, WEINBERG & REIS

Co., L.P.A.

ATTORNEYS AT LAW
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

(412) 434-7955

CLEVELAND • COLUMBUS • CINCINNATI • PITTSBURGH

November 3, 2003

VIA FAX (814) 765-5915

Sheriff of Clearfield County
ATTN: Real Estate Dept.

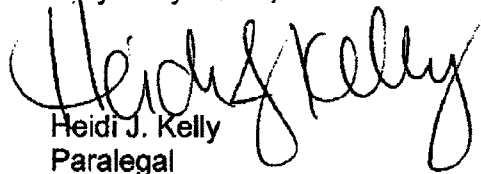
**RE: Waypoint Bank, et. al. vs. Meeker
No: 03-726-CD**

Dear Madam or Sir:

Please stay the Sheriff's Sale that is scheduled for November 7, 2003. Defendant has filed for bankruptcy.

If you should have any questions, please feel free to contact me at the number listed above.

Very Truly Yours,



Heidi J. Kelly
Paralegal

FILED

DEC 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

16262

WAYPOINT BANK, S/WIT VALLEY HOMES 1/MILESBURG

03-726-CD

VS.

MEEKER, EDWARD J.

WRIT OF EXECUTION

REAL ESTATE

FILED

DEC 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURNS

NOW, OCTOBER 1, 2004 @ 10:40 A.M. OCLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED ON OCTOBER 1
2004 @ 11:15 A.M. O'CLOCK.

A SALE DATE OF NOVEMBER 5, 2004 WAS SET.

NOW, OCTOBER 1, 2004 @ 11:15 A.M. SERVED EDWARD J. MEEKER, DEFENDANT,
AT HIS RESIDENCE 56 POTTER STREET, P. O. BOX 172 KARTHAUS, CLEARFIELD
COUNTY, PENNSYLVANIA, BY HANDING TO BRIAN MEEKER, SON OF THE DEFENDANT
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF
SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS
THEREOF.

NOW, OCTOBER 1, 2004 @ 11:15 A.M. O'CLOCK SERVED POLLY A. MEEKER,
DEFENDANT, AT HER RESIDENCE 56 POTTER STREET, P. O. BOX 172, KARTHAUS,
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANING TO BRIAN MEEKER, SON OF
THE DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF
EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN
TO HIM THE CONTENTST THEREOF.

NOW, NOVEMBER 5, 2004 A SALE WAS HELD ON THE PROPERTY OF THE
DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00
+ COSTS.

NOW, NOVEMBER 15, 2004 BILLED ATTORNEY FOR COSTS DUE.

NOW, DECEMBER 3, 2004 RECEIVED A CHECK FROM THE ATTORNEY OF COSTS
DUE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 16262

WAYPOINT BANK, S/III/T VALLEY HOMES 1/MILESBURG

03-726-CD

VS.

MEEKER, EDWARD J.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

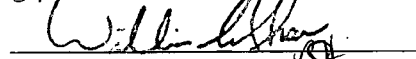
NOW, DECEMBER 20, 2004 PAID THE BILLS FROM THE ADVANCE AND THE CHECK
FOR ADDITIONAL COSTS.

NOW, DECEMBER 21, 2004 RETURN WRIT AS A SALE BEING HELD ON THE
PROPERTY OF THE DEFENDANT.

SHERIFF HAWKINS \$224.44
SURCHARGE \$40.00
PAID BY ATTORNEY

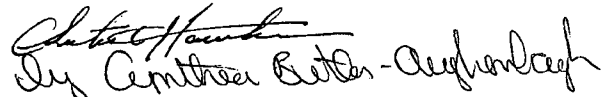
Sworn to Before Me This

21st Day Of December 2004



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

So Answers,



Chester A. Hawkins
Sheriff

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

Waypoint Bank

Vs.

NO.: 2003-00726-CD

Edward J. Meeker and Polly A. Meeker

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WAYPOINT BANK, Plaintiff(s) from EDWARD J. MEEKER and POLLY A. MEEKER, 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:

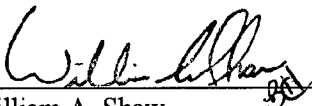
Garnishee(s) as follows:

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.

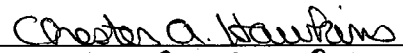
AMOUNT DUE: **\$61,544.89**
INTEREST at the rate of \$12.40 per
diem from 6/25/03 to sale date: **\$5,766.00**
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 07/01/2004

PAID: **\$145.00**
SHERIFF: \$
LATE CHARGES thru sale date: **\$384.90**
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 2nd day
of July A.D. 2004
At 11:30 A.M./P.M.


Sheriff by Cynthia Butler-Aughenbaugh

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

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

WAYPOINT BANK, s/i/i/t VALLEY HOMES
1/MILESBURG,

Plaintiff,

NO: 03-726-CD

vs.

EDWARD J. MEEKER and
POLLY A. MEEKER,

Defendants.


LONG FORM DESCRIPTION

ALL THAT CERTAIN parcel of land situate in the Township of Girard, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING in the middle of the Creek known as Deer Creek, at a point near the old blacksmith shop, being southeast corner of this lot; thence West and crossing township road leading from Buck Run to River, and along township road leading from Karthaus to Clearfield thirty-one (31) perches to a post corner; thence north three (3) perches to center of Deer Creek; thence east along said Deer Creek its several courses forty (40) perches to center of Deer Creek; thence south ten (10) perches to place of beginning. Containing one acre and ninety three perches, more or less.

BEING the same premises which Leona A. Picard, by Deed dated November 12, 1991 and recorded in Clearfield County on November 12, 1991 at Deed Book Volume 1428, Page 160 granted and conveyed to Polly A. Meeker and Edward J. Meeker.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No: 114-P5-45

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME EDWARD J. MEEKER

NO. 03-726-CD

NOW, December 21, 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 November 05, 2004, I exposed the within described real estate of Meeker, Edward J. to public venue or outcry at which time and place I sold the same to WAYPOINT BANK, S/W/T VALLEY HOMES 1/MILESBURG he/she being the highest bidder, for the sum of \$1.00 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	12.00
LEVY	15.00
MILEAGE	12.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$224.44

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	55,393.99
INTEREST @ 12.4000	6,187.60
FROM 06/25/2003 TO 11/05/2004	

PROTH SATISFACTION
LATE CHARGES AND FEES
COST OF SUIT-TO BE ADDED
FORECLOSURE FEES
ATTORNEY COMMISSION
REFUND OF ADVANCE
REFUND OF SURCHARGE
SATISFACTION FEE
ESCROW DEFICIENCY
PROPERTY INSPECTIONS
INTEREST
MISCELLANEOUS

TOTAL DEBT AND INTEREST \$61,581.59

COSTS:

ADVERTISING	293.04
TAXES - COLLECTOR	1,446.44
TAXES - TAX CLAIM	3,300.94
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	224.44
LEGAL JOURNAL COSTS	112.50
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS \$5,696.36

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