

03-738-CD  
BANK ONE, NATIONAL ASSOC. vs. KELLY JO KNEPP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO. 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

ISSUE NUMBER:

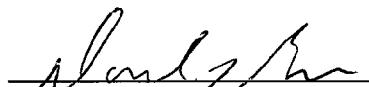
TYPE OF PLEADING:

Civil Action - Complaint in Mortgage  
Foreclosure

CODE -

TO DEFENDANT:

You are hereby notified to plead to the  
ENCLOSED COMPLAINT WITHIN TWENTY (20)  
DAYS FROM SERVICE HEREON

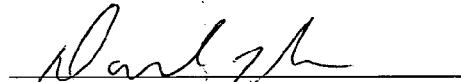
  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE  
ADDRESS OF THE PLAINTIFF IS:  
2255 North Ontario Street #40  
Burbank, CA 91504-3120

AND THE DEFENDANT IS:  
RD1 Box 178A  
Woodland, PA 16881

  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF THE  
REAL ESTATE Affected BY THIS LIEN IS  
RD 1 Box 178A, Bradford Township  
(CITY, BORO, TOWNSHIP) (WARD)

  
ATTORNEY FOR PLAINTIFF

FILED ON BEHALF OF PLAINTIFF:

Bank One, National Association, as Trustee  
for Residential Funding Corporation, by  
Mortgage Lenders Network USA, Inc.,  
Agent

COUNSEL OF RECORD FOR THIS  
PARTY:

Daniel J. Birsic, Esquire  
Pa. I.D. #48450

GRENEN & BIRSIc, P.C.  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

**FILED**

MAY 15 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION  
NO.

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION  
NO.

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

**CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE**

Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Bank One, National Association, as Trustee for Residential Funding Corporation with an office located at 2255 North Ontario Street #40, Burbank, California 91504-3120.

2. Mortgage Lenders Network USA, Inc. ("Agent"), which has its principal place of business at 132 Welsh Road, Suite 100, Horsham, Pennsylvania 19044, is the servicing agent of Plaintiff.

3. The Defendant, Kelly Jo Knepp, is an individual whose last known address is RD 1 Box 178 A, Woodland, Pennsylvania 16881.

4. On or about September 25, 2000, Defendant executed and delivered an Adjustable Rate Note ("Note") in favor of Agent in the original principal amount of \$44,800.00 A true and correct copy of said Note is marked Exhibit "A," attached hereto and made a part hereof.

5. On or about September 25, 2000, as security for payment of the aforesaid Note, Defendant executed and delivered to Agent a Mortgage in the original principal amount of \$44,800.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 27, 2000 at Instrument Number 200014402. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B," attached hereto and made a part hereof.

6. On or about April 30, 2001, Agent assigned the aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage, recorded in the office of the Recorder of Deeds of Clearfield County at Instrument Number 200014402.

7. Defendant is the record and real owner of the aforesaid mortgaged premises.

8. Defendant is in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendant is due for the December 1, 2002 payment.

9. On or about January 31, 2003, the Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, ("Act 91 Notice") in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983, as amended.

10. Plaintiff was not required to send Defendant a separate Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101, *et seq.*, as a result of sending the Act 91 Notice.

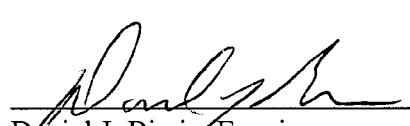
11. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$ 44,250.31
Interest through 5/7/03	\$ 2,292.89
Late Charges through 5/7/03	\$ 547.22
Other Fees	\$ 206.00
Attorney's fee's	\$ 1,250.00
Title Search, Foreclosure And Execution costs	<u>\$ 2,500.00</u>
<b>TOTAL</b>	<b>\$ 51,046.42</b>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$51,046.42 with interest thereon at the rate of \$9.99 per diem from May 7, 2003, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIC, P.C.

By:

  
\_\_\_\_\_  
Daniel J. Birsic, Esquire  
Pa. I.D. #48450  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

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

**EXHIBIT "A"**

## ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

TRUE AND  
CERTIFIED

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

September 25, 2000

[Date]

State College

[City]

, Pennsylvania

[State]

RD1 BOX 178A , WOODLAND, PA 16881

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE LENDERS NETWORK USA, INC.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.9900 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

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

I will make my monthly payments ~~XXXXXXXXXX~~ beginning on November 1st, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 1, 2030, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at MIDDLESEX CORP. CENTER 11TH FL., 213 COURT ST., MIDDLETOWN CT 06457

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

## (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 392.83. This amount may change.

## (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

## (A) Change Dates

The interest rate I will pay may change on ~~XXXXXXXXXX~~ October 1, 2002, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -  
Single Family - Fannie Mae Uniform Instrument

VMP - 838 (9406)

Form 3520 6/94

VMP MORTGAGE FORMS • (800)521-7291



**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Six and Five Hundredths** percentage point(s) ( **6.05000** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **12.9900** % or less than **9.9900** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One** percentage point(s) ( **1.0000** %) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **16.9900** %.  
**My interest rate will never be less than 9.9900 %.**

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

\* After the 24 th payment, as set forth in the attached addendum.

**6. LOAN CHARGES**

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

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

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10.0000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

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

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

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

## 8. GIVING OF NOTICES

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

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

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 10. WAIVERS

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

## 11. UNIFORM SECURED NOTE

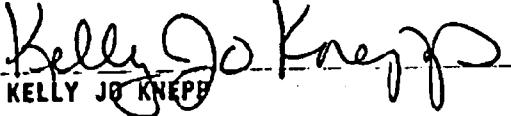
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

  
 KELLY JO KNEPP \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower  
 -Borrower -Borrower  
 [Sign Original Only]

Pay to the Order of:

without recourse

by: MORTGAGE LENDERS NETWORK USA, INC.

Eileen L. Carr

Eileen L. Carr  
Funding Supervisor

## PREPAYMENT PENALTY NOTE ADDENDUM

1010014720

For a valuable consideration, receipt of which is hereby acknowledged the undersigned agree that certain Promissory Note of even date to which this Addendum is attached, shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said promissory note or the Deed of Trust, Mortgage, Real Estate Mortgage, Security Deed (Security Instrument) securing same.

This Addendum is attached to and made a part of that certain Promissory Note given by  
**KELLY JO KNEPP**

(Borrower) to

**MORTGAGE LENDERS NETWORK USA, INC.**  
(Lender), dated **September 25, 2000**, which Note is in the principal amount of  
**\$ 44,800.00**

### PREPAYMENT PENALTY

After Two 2 full year(s) from the date hereof, maker may pre-pay, without penalty, the outstanding principal balance. In the event maker prepays in full the outstanding principal balance and accrued interest during the first Two 2 full year(s) from the date hereof, maker shall pay in addition to such prepayment a penalty in an amount equal to a percentage of the principal portion of the amount so pre-paid in accordance with the following:

If paid during the first year from the date hereof, Five percent ( 5.0000 %) of the portion of such prepayment equal to the principal amount so prepaid.

If paid during the second year from the date hereof, Five percent ( 5.0000 %) of the portion of such prepayment equal to the principal amount so prepaid.

Holder shall apply any prepayment first to reduce any interest and charges owing at the time of such prepayment and then to reduce the amount of principal owed under this Note, provided that such balance shall be applied to the principal in reverse order of the due date of each payment and shall not otherwise affect or delay the due date of the next payment under the Note.

  
Borrower 9/25/2000  
**KELLY JO KNEPP**  
Borrower 9/25/2000  
Date

9/25/2000  
Borrower 9/25/2000  
Date  
Borrower 9/25/2000  
Date

**EXHIBIT "B"**

Return To:  
**MORTGAGE LENDERS NETWORK USA, INC.**  
**MIDDLESEX CORP. CENTER 11TH FL, 213 COURT ST., MIDDLETOWN CT 06457**

Prepared By:  
**MORTGAGE LENDERS NETWORK USA, INC.**  
**MIDDLESEX CORP. CENTER 11TH FL, 213 COURT ST., MIDDLETOWN CT 06457**

Parcel Number:

\_\_\_\_\_  
 (Space Above This Line For Recording Data)

## MORTGAGE

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200014402
RECORDED ON
Sep 27, 2000
2:45:09 PM
RECORDING FEES - \$43.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.00
TOTAL \$45.00
REAL ESTATE CLOSING
CUSTOMER

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **September 25, 2000**, together with all Riders to this document.
- (B) "Borrower" is  
**KELLY JO KNEPP**

Borrower is the mortgagor under this Security Instrument.  
 (C) "Lender" is **MORTGAGE LENDERS NETWORK USA, INC.**

Lender is a **corporation or association**

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

Form 3039 3/99

VMP-6(PA) (9912).02

Page 1 of 16

Initials: 

VMP MORTGAGE FORMS - (800)521-7291



1010014720  
06-29-01

## LEGAL DESCRIPTION

File No. **SS/4014**  
Mortgagee **Mortgage Lenders Network, USA Inc.**  
Mortgagor **Kelly Jo Knepp**

**All that certain parcel of land and improvements thereon situate in Bradford Township, Clearfield County, Pennsylvania and designated as Parcel No. 106-08-114 and more fully described in a Deed dated 07/07/1999 and recorded in Clearfield County Deed/Record Book Volume 1999 , page 12272.**

organized and existing under the laws of **Delaware**

Lender's address is

**MIDDLESEX CORP. CENTER 11TH FL, 213 COURT ST., MIDDLETOWN CT 06457**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **September 25, 2000**  
The Note states that Borrower owes Lender **Forty-Four Thousand, Eight Hundred and No/100** -----  
Dollars

(U.S. \$ **44,800.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2030**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:



Adjustable Rate Rider



Condominium Rider



Second Home Rider

Balloon Rider

Planned Unit Development Rider

1-4 Family Rider

VA Rider

Biweekly Payment Rider

Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the **COUNTY** [Type of Recording Jurisdiction] of **CLEARFIELD** [Name of Recording Jurisdiction]:

#### SEE ATTACHED SCHEDULE A

which currently has the address of  
**RD1 BOX 178A** **WOODLAND**

[Street]  
 [City], Pennsylvania **16881** [Zip Code]

("Property Address"):

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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in

full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

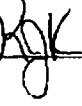
**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

Initials: 

**6. Occupancy.** 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the

excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy

Initials: 

including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall

be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's

interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. 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 Section 18 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. 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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. 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.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. 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.

**27. 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.

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

**Witnesses:**

J. M. Knobell

Kelly Jo Knepp (Seal)  
KELLY JO KNEPP -Borrower

(Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_  
**(Seal)**  
-Borrower

(Seal)  
-Borrower

(Seal) \_\_\_\_\_  
-Borrower

(Seal) \_\_\_\_\_  
-Borrower

(Seal)

(Seal)  
-Borrower

## Certificate of Residence

I, *PD Rarnetta*, do hereby certify that  
 the correct address of the within-named Mortgagee is  
**MIDDLESEX CORP. CENTER 11TH FL, 213 COURT ST., MIDDLETON CT 06457**  
 Witness my hand this 25th day of September, 2000

*PD Rarnetta*

Agent of Mortgagee

## COMMONWEALTH OF PENNSYLVANIA, Centre

County ss:

On this, the 25th day of September, 2000, before me, the  
 undersigned officer, personally appeared  
**KELLY JO KNEPP**

known to me (or  
 satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
 acknowledged that he/she/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  
 Paul D. Rarnetta, Notary Public  
 Spring Twp., Centre County  
 My Commission Expires March 19, 2001  
 Attention: Pennsylvania and Georgia Notary Publics  
 Title of Officer

*Paul D. Rarnetta*

Initials: \_\_\_\_\_

## ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **25th** day of **September**, **2000**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **MORTGAGE LENDERS NETWORK USA, INC.**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**RD1 BOX 178A, WOODLAND, PA 16881**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **9.9900** %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on ~~DECEMBER~~ **October 1**, 2002, and on that day every **6th** month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Six and Five Hundredths** percentage point(s) (**6.05000** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

**MULTISTATE ADJUSTABLE RATE RIDER - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - FNMA Uniform Instrument**



The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **12.9900 %** or less than **9.9900 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One** percentage point(s) (**1.0000 %**) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **16.9900 %**. \*

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

\* My interest rate will never be less than **9.9900 %**.

  
 KELLY JO KNEPP (Seal) \_\_\_\_\_ (Seal)  
 -Borrower \_\_\_\_\_ -Borrower  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower \_\_\_\_\_ -Borrower

**VERIFICATION**

Robert W. Wilson, Litigation Coordinator, and duly authorized representative of Mortgage Lenders Network USA, Inc., Agent for Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.



Robert W. Wilson  
Litigation Coordinator  
Mortgage Lenders Network USA, Inc.  
Loan No. 1010014720 Knepp

**FILED**

1cc Shff

16.00 ~~16.00~~ <sup>16.00</sup> May 15, 2003

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

BANK ONE

VS.

KNEPP, KELLY JO

Sheriff Docket # 14065

03-738-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW MAY 19, 2003 AT 9:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KELLY JO KNEPP, DEFENDANT AT RESIDENCE, RD 1, BOX 178A, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KELLY JO KNEPP A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING

---

Return Costs

Cost	Description
21.97	SHERIFF HAWKINS PAID BY: ATTY CK# 74598
10.00	SURCHARGE PAID BY: ATTY CK# 74599

---

Sworn to Before Me This

2nd Day Of June 2003



So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

JUN 02 2003  
0/3:35 p.m.



William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

ISSUE NUMBER:

vs.

KELLY JO KNEPP,  
Defendant.

TYPE OF PLEADING:

PRAECIPE FOR DEFAULT JUDGMENT  
(Mortgage Foreclosure)

FILED ON BEHALF OF PLAINTIFF:

I hereby certify that the  
address of Plaintiff is:  
2255 North Ontario Street #40  
Burbank, CA 91504-3120

Bank One, National Association, as Trustee  
for Residential Funding Corporation, by  
Mortgage Lenders Network USA, Inc.,  
Agent

the last known address of  
Defendant is:  
RD 1 Box 178A  
Woodland, PA 16881

COUNSEL OF RECORD FOR THIS  
PARTY:

Daniel J. Birsic, Esquire  
Pa. I.D.# 48450

GRENEN & BIRSIIC, P.C.  
One Gateway Center  
9 West  
Pittsburgh, PA  
(412) 281-7650

GRENEN & BIRSIIC, P.C.

Daniel J. Birsic  
Attorneys for Plaintiff

**FILED**

JUN 27 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

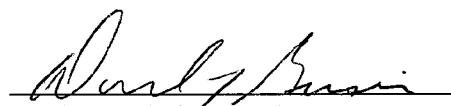
SIR: Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant, Kelly Jo Knepp, in the amount of \$51,584.52, which is itemized as follows:

Principal	\$ 44,250.31
Interest to 6/23/03	\$ 2,752.43
Late Charges to 6/23/03	\$ 625.78
Other	\$ 206.00
Attorneys' fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	\$ <u>2,500.00</u>
TOTAL	\$ 51,584.52

with interest on the principal sum at the rate of \$9.99 per diem from June 23, 2003, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIĆ, P.C.

BY:

  
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff

AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Daniel J. Birsic, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant was not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

Sworn to and subscribed before me

this 24<sup>th</sup> day of June, 2003.

Adrianne Dawson  
Notary Public

## Notary Public

**COMMONWEALTH OF PENNSYLVANIA**

**Notarial Seal**

Patricia A. Townsend, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 2, 2007

Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

TO: Kelly Jo Knepp  
RD 1 Box 178A  
Woodland, PA 16881

DATE OF NOTICE: June 10, 2003

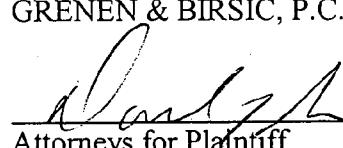
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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:

DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

GRENEN & BIRSIĆ, P.C.

By:

  
\_\_\_\_\_  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION  
NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Kelly Jo Knepp  
RD 1 Box 178A  
Woodland, PA 16881

( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding  
on \_\_\_\_\_.

( ) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$51,584.52

with interest on the principal sum at the rate of \$9.99 per diem from June 23, 2003, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

---

Deputy

**FILED**

1:18 CR 20-00  
Notice to Defendant & Plaintiff  
JUN 27 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

*COPY*

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Kelly Jo Knepp  
RD 1 Box 178A  
Woodland, PA 16881

Plaintiff  
 Defendant  
 Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding

on \_\_\_\_\_.

A copy of the Order or Decree is enclosed,  
or  
 The judgment is as follows: \$51,584.52

with interest on the principal sum at the rate of \$9.99 per diem from June 23, 2003, and additional  
late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including  
increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

\_\_\_\_\_  
Deputy

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

Bank One, National Association  
Residential Funding Corporation  
Plaintiff(s)

No.: 2003-00738-CD



Real Debt: \$51,584.52

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kelly Jo Knepp  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 27, 2003

Expires: June 27, 2008

Certified from the record this 27th day of June, 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

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

ISSUE NO.:

vs.

KELLY JO KNEPP,

TYPE OF PLEADING  
Praecipe of Writ of Execution  
(Mortgage Foreclosure)

Defendant.

FILED ON BEHALF OF PLAINTIFF:

Bank One, National Association, as Trustee  
for Residential Funding Corporation, by  
Mortgage Lenders Network USA, Inc.,  
Agent

COUNSEL OF RECORD FOR THIS  
PARTY:

Daniel J. Birsic, Esquire  
Pa. I.D.# 48450

GRENEN & BIRSIĆ, P.C.

One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

**FILED**

OCT 29 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendant, Kelly Jo Knepp, as follows:

Principal	\$ 44,250.31
Interest	\$ 5,138.23
Late Charges	\$ 743.62
Escrow	\$ 663.48
Other fees	\$ 1,336.83
Attorneys' fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	\$ 2,500.00
TOTAL	\$ 55,882.47
	125.00 Prothonotary Costs

GRENEN & BIRSIĆ, P.C.

By: Carly J. Suss  
Attorneys for Plaintiff

FILED Atty pd. 20.00

7/3/03 B61  
OCT 29 2003  
cc & Lewinis w/ prop descr. to Sheriff

✓ William A. Shaw  
Prothonotary/Clerk of Courts

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

Bank One, National Association, as Trustee for  
Residential Funding Corporation, by Mortgage  
Lenders Network USA, Inc., Agent

Vs.

NO.: 2003-00738-CD

**COPY**

Kelly Jo Knepp

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANK ONE, NATIONAL ASSOCIATION, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent, Plaintiff(s) from KELLY JO KNEPP, 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: \$55,882.47

INTEREST: \$5,138.23

PROTH. COSTS: \$

ATTY'S FEES: \$1,250.00

OTHER FEES: \$1,336.83

ESCROW: \$663.48

DATE: 10/29/2003

PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$

LATE CHARGES: \$743.62

TITLE SEARCH, FORECLOSURE AND

EXECUTION COSTS: \$2,500.00

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

Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Daniel J. Birsic, Esq.  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION  
NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land together with improvements thereon, situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

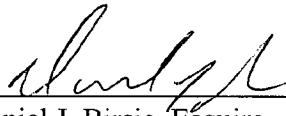
BEGINNING at an iron pin and Northeast corner of land now or formerly of Duane A. Peters and Pleasant Peters and at the line of land now or formerly of Beatrice H. Avery; thence South eighty-eight degrees forty-five minutes East (S 88° 45' E) along land now or formerly of said Beatrice H. Avery; four hundred forty-six and two tenths (446.2) feet to an iron pin; thence South one degrees fifteen minutes West (S 01° 15' W) crossing the end of a thirty-three and zero tenths (33.0) foot wide access road and along the Western edge of a twenty and zero tenths (20.0) foot wide strip of land, intended to be part of and to provide access to a 7.96 acre parcel of land (parcel No. W-14) yet to be conveyed, two hundred six and four tenths (206.4) feet to an iron pin; thence North eighty-eight degrees forty-five minutes West (N 88° 45' W) along the Northern edge of said 7.96 acre parcel four hundred forty-one and five tenths (441.5) feet to an iron pin at the line of land now or formerly of previously mentioned Duane A. Peters and Pleasant Peters; thence North zero degrees four minutes West (N 00° 04' W) along land now or formerly of said Peters two hundred six and five tenths (206.5) feet to an iron pin at the line of land now or formerly of Beatrice H. Avery and place of beginning. Containing 2.10 Acres and having erected thereon a 1993 Champion Double-Wide Mobile Home.

Map #008-0-114.

ALSO GRANTING and CONVEYING to the Grantee, their heirs, executors and assigns the right of ingress, egress and regress over, upon and through a certain access road thirty-three (33) feet in width and more particularly described in the survey of N. Gary Barger, dated April 22, 1983, said access road extending from the premises herein demised to Legislative Route 17055.

BEING the same premises which Randy K. Knepp and Kelly Jo Knepp, his wife, by Deed dated July 7, 1999 and recorded in the Office of the Recorder of Deeds of Clearfield County on July 26, 1999 at Instrument Number 199912272, granted and conveyed unto Kelly Jo Knepp, an individual.

GRENEN & BIRSIC, P.C.

By:   
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

Parcel No. 106-008-114

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

TYPE OF PLEADING:

vs.

KELLY JO KNEPP,

MOTION FOR SERVICE OF NOTICE OF  
SHERIFF SALE PURSUANT TO  
SPECIAL ORDER OF COURT

Defendant.

CODE-

FILED ON BEHALF OF PLAINTIFF:

Bank One, National Association, as Trustee  
for Residential Funding Corporation, by  
Mortgage Lenders Network USA, Inc.,  
Agent

COUNSEL OF RECORD FOR THIS  
PARTY:

Daniel J. Birsic, Esquire  
Pa. I.D.# 48450

GRENEN & BIRSIĆ, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222

(412) 281-7650

FILED

DEC 22 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

MOTION FOR SERVICE OF NOTICE OF SHERIFF SALE  
PURSUANT TO SPECIAL ORDER OF COURT

AND NOW, comes the Plaintiff, Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent, by and through its attorneys, GRENNEN & BIRSCIC, P.C., and files the within Motion for Service of Notice of Sheriff's Sale Pursuant to Special Order of Court under Pennsylvania Rule of Civil Procedure 430 as follows:

1. On or about June 27, 2003, Plaintiff entered Default Judgment against Defendant, Kelly Jo Knepp, in this action in the amount of \$51,584.52 and for foreclosure and sale of the mortgaged premises
2. On or about October 29, 2003, Plaintiff filed with the Prothonotary a Praeclipe for Writ of Execution on the judgment in this action.
3. In accordance with Pa. Rule of Civil Procedure 3129, Plaintiff mailed the Defendant, Kelly Jo Knepp, a true and correct copy of Plaintiff's Notice of Sheriff Sale, by certified mail, return receipt requested at her last known addresses being RD 1 Box 178A, Woodland, Pennsylvania 16881

and 96 Butcher Lane, Woodland, Pennsylvania 16881 and by directing the Sheriff of Clearfield County to serve the Defendant at the same addresses.

4. As of January 16, 2003, the certified mailings regarding Defendant, Kelly Jo Knepp, have not been returned to Plaintiff.

5. As of January 16, 2003, the Clearfield County Sheriff has been unable to serve the Defendant with a copy of the Notice of Sheriff's Sale.

6. An Affidavit of the Plaintiff stating the nature and extent of the investigation which has been made to determine the whereabouts of Defendant, Kelly Jo Knepp, and the reasons why service of the Notice of Sheriff's Sale cannot be made, is marked Exhibit "A", attached hereto and made a part hereof.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court permit the Plaintiff to serve Defendant, by mailing a true and correct copy of the Notice of Sheriff's Sale by first class mail, postage pre-paid to RD 1 Box 178A, Woodland, Pennsylvania 16881 and 96 Butcher Lane, Woodland, Pennsylvania 16881 and by posting of the handbill in accordance with Pa. R.C.P. 3129.2(b). Service of the Notice of Sheriff's Sale shall be deemed complete and valid upon mailing by the Plaintiff and posting by the Sheriff.

GRENEN & BIRSCIC, P.C.

BY: 

Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center-Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

AFFIDAVIT PURSUANT TO PA. R.C.P. 430

COUNTY OF ALLEGHENY )  
 ) SS  
COMMONWEALTH OF PENNSYLVANIA )

Before me, a notary public, in and for the foregoing county and commonwealth, personally appeared Daniel J. Birsic, Esquire, of GRENNEN & BIRSCIC, P.C. attorneys for Plaintiff and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of the Defendant, Kelly Jo Knepp, named in the above-captioned matter:

- a. On December 16, 2003, Plaintiff mailed to the United States Postmaster at Woodland, PA 16881 requests to be furnished with a forwarding address of Defendant.
- b. Plaintiff has not received a response from the United States Postmaster indicating the whereabouts of the Defendant.
- c. Examinations were made of the Woodland Area Telephone Directory; said examination indicated that the Defendant is listed at RD 1 Box 178A, Woodland, Pennsylvania 16881.

d. Examinations were made of the Clearfield County Voter Registration Records; said examination failed to yield any useful information regarding the whereabouts of Defendant.

e. A computer records search of a nationwide database indicates that the Defendant resides at RD 1 Box 178A, Woodland, Pennsylvania 16881. A true and correct copy of that response is marked as Attachment "A", attached hereto and made a part hereof.

f. On or about June 27, 2003 Defendant filed Chapter 13 bankruptcy proceedings in the United States Bankruptcy Court for the Western District of Pennsylvania at Case No. 03-28080-JKF, in which she identifies her address as 96 Butcher Lane, Woodland, Pennsylvania 16881. This bankruptcy was dismissed on October 6, 2003.

Finally, affiant deposes and says that after the foregoing investigation, the Plaintiff believes and avers that the Defendant, Kelly Jo Knepp last known addresses are RD 1 Box 178A, Woodland, Pennsylvania 16881 and 96 Butcher Lane, Woodland, Pennsylvania 16881.

GRENEN & BIRSCIC, P.C.

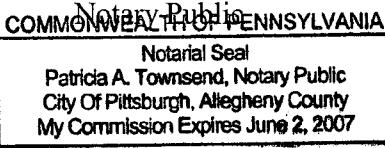
BY:

  
\_\_\_\_\_  
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center-Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Sworn to an subscribed before me

this 19<sup>th</sup> day of December 2003.





Member, Pennsylvania Association Of Notaries

**ATTACHMENT "A"**

Source: [Public Records](#) > [Public Records](#) > [Person Locator](#) > **EZFINd Combined Person Locator Nationwide** [\[i\]](#)  
Terms: **182-62-0544** ([Edit Search](#))

Select for FOCUS™ or Delivery

**KNEPP, KELLY J IV (FEMALE)**

**THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY**

**PERSON LOCATOR - P-SEEK**

**Name:** KNEPP, KELLY J IV (FEMALE)

**Spouse Name:** THOMAS

**Social Security Number:** 182-62-XXXX

**Consumer Name Last Updated:** 2/13/2001

**Address:**

RR 1 BOX 178A  
WOODLAND, PA 16881-9772  
Address Type: RURAL ROUTE  
Address Created: 11/1/1986  
Address Updated: 2/13/2001

**Previous Addresses:**

RR 3 BOX 207A  
CLEARFIELD, PA 16830-9503  
Address Type: RURAL ROUTE  
Address Created: 2/26/1998  
Address Updated: 2/26/1998

PO BOX 178A  
WOODLAND, PA 16881-0178  
Address Type: PO BOX  
Address Created: 9/9/1999  
Address Updated: 9/21/2000

**Birthdate:** 1964

**Telephone:** (814) 857-7712

**On File Since:** 6/9/1996

**Date Vendor Record Last Updated:** 2/13/2001

Source: [Public Records](#) > [Public Records](#) > [Person Locator](#) > **EZFINd Combined Person Locator Nationwide** [\[i\]](#)

Source: [Public Records > Public Records > Person Locator > EZFIND Combined Person Locator Nationwide](#) [\[i\]](#)  
Terms: [182-62-0544](#) [\(Edit Search\)](#)

Select for FOCUS™ or Delivery

**KNEPP, KELLY J**

**THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY**

**PERSON LOCATOR - P-SRCH**

**Name:** KNEPP, KELLY J

**Social Security Number:** 182-62-XXXX

**Address:**

1 RD 1 BOX 178 A  
WOODLAND, PA 16881  
Address Created: 9/2000

**Previous Addresses:**

PO BOX 178A  
WOODLAND, PA 16881  
Address Created: 3/2000

RR 3 BOX 207A  
CLEARFIELD, PA 16830  
Address Created: 3/1998

**Birthdate:** 4/1964

Source: [Public Records > Public Records > Person Locator > EZFIND Combined Person Locator Nationwide](#) [\[i\]](#)  
Terms: [182-62-0544](#) [\(Edit Search\)](#)  
View: Full  
Date/Time: Tuesday, December 16, 2003 - 9:54 AM EST

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Source: [Public Records > Public Records > Person Locator > EZFIND Combined Person Locator Nationwide](#)   
Terms: [182-62-0544](#) ([Edit Search](#))

Select for FOCUS™ or Delivery

**KNEPP, KELLY J**

**THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY**

**PERSON LOCATOR - P-TRAK**

**Name:** KNEPP, KELLY J

**Also Known As:**

KNEPP, KELLY

**Social Security Number:** 182-62-XXXX

**Address:**

RR 1 BOX 178A  
WOODLAND, PA 16881-9772  
Address Updated: 3/1/1998

**Previous Addresses:**

RR 3 BOX 207A  
CLEARFIELD, PA 16830-9503  
Address Updated: 9/1/1993

RR 1 BOX 276  
WOODLAND, PA 16881-9779  
Address Updated: 11/13/2000

**Telephone:** 857-7712

**On File Since:** 12/1/1983

Source: [Public Records > Public Records > Person Locator > EZFIND Combined Person Locator Nationwide](#)   
Terms: [182-62-0544](#) ([Edit Search](#))  
View: Full  
Date/Time: Tuesday, December 16, 2003 - 9:54 AM EST

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 24<sup>th</sup> day of December, 2003, upon consideration of the  
within Motion for Service of the Notice of Sheriff's Sale Pursuant to Special Order of Court, it is  
hereby ORDERED, ADJUDGED and DECREED that the Plaintiff is permitted to serve Defendant,  
Kelly Jo Knepp, by first class mail, postage pre-paid at RD 1 Box 178A, Woodland, Pennsylvania  
16881 and 96 Butcher Lane, Woodland, Pennsylvania 16881 and by posting of the handbill in  
accordance with Pa. R.C.P. 3129.2(b). Service on the Defendant shall be deemed complete and valid  
upon mailing and posting in accordance with this order.

BY THE COURT:

Judie J. Zimmerman J.

FILED

DEC 26 2003

012:15pm

William A. Shaw

Prothonotary/Clerk of Courts

*sent to DPO*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Motion for Service of the Notice of Sheriff's Sale Pursuant to Special Order of Court and Order of Court was mailed to the following on this 19th day of December, 2003, by first class, U.S. Mail, postage pre-paid:

Kelly Jo Knepp  
RD 1 Box 178A  
Woodland, PA 16881  
and  
96 Butcher Lane  
Woodland, PA 16881

GRENEN & BIRSCIC, P.C.

BY: 

Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center-Nine West  
Pittsburgh, PA 15222

(412) 281-7650

FILED No cc  
114084  
DEC 22 2003  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

CIVIL DIVISION

ISSUE NUMBER:

NO.: 03-738-CD

TYPE OF PLEADING:

Pa. R.C.P. RULE 3129.2(c)(2)  
PURSUANT TO RULE 3129.1  
LIENHOLDER AFFIDAVIT OF  
SERVICE

CODE -

FILED ON BEHALF OF PLAINTIFF:

Bank One, National Association, as Trustee  
for Residential Funding Corporation, by  
Mortgage Lenders Network USA, Inc.,  
Agent

COUNSEL OF RECORD FOR THIS  
PARTY:

Daniel J. Birsic, Esquire  
Pa. I.D.# 48450

GRENEN & BIRSIIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

SALE DATE:2/6/04

FILED  
m 11:45am  
JAN 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

Pa. R.C.P. RULE 3129.2(c)(2)  
LIENHOLDER AFFIDAVIT OF SERVICE

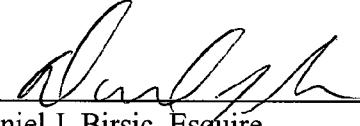
I, Daniel J. Birsic, Esquire, Attorney for Plaintiff, Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:

1. By letters dated December 1, 2003, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. True and correct copies of said Affidavit Pursuant to Rule 3129.1 and Certificates of Mailing and any letters, if returned as of this date, are marked Exhibit "A", attached hereto, and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENEN & BIRSCIC, P.C.

BY:

  
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Sworn to and subscribed before

me this 8th day of January 2004.

  
Patricia A. Townsend  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Patricia A. Townsend, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 2, 2007

Member, Pennsylvania Association Of Notaries

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

Bank One, National Association, as Trustee for Residential Funding Corporation, by  
Mortgage Lenders Network USA, Inc., Agent, Plaintiff in the above action, sets forth as of the date  
the Praeclipe for the Writ of Execution was filed the following information was of record concerning  
the real property of Kelly Jo Knepp located at RD 1 Box 178A, Woodland, Pennsylvania 16881 and  
is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF KELLY JO KNEPP OF, IN AND  
TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP  
OF BRADFORD, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF  
PENNSYLVANIA. HAVING ERECTED THEREON A DOUBLE WIDE MOBILE HOME BEING  
KNOWN AND NUMBERED AS RD 1 BOX 178A, WOODLAND, PA 16881. INSTRUMENT  
NUMBER 199912272, AND PARCEL NUMBER 106-008-114.

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

Kelly Jo Knepp

RD 1 Box 178A  
Woodland, PA 16881

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

Kelly Jo Knepp

RD 1 Box 178A  
Woodland, PA 16881

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

Bank One, National Association, as  
Trustee for Residential Funding  
Corporation, by Mortgage Lenders  
Network USA, Inc., Agent

PLAINTIFF

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

Bank One, National Association, as  
Trustee for Residential Funding  
Corporation, by Mortgage Lenders  
Network USA, Inc., Agent

PLAINTIFF

U.S. National Bank

216 Franklin Street  
Johnstown, PA 15901

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

Clearfield Domestic Relations

230 E. Market Street, 3<sup>rd</sup> floor  
Clearfield, PA 16830

PA Department of Revenue

Bureau of Individual Taxes  
Inheritance Tax Division, Dept. 280601  
Harrisburg, PA 17128-0601

Commonwealth of Pennsylvania

Department of Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

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:

NONE

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.

GRENEN & BIRSIC, P.C.

By: Daniel J. Birsic  
Daniel J. Birsic, Esquire  
Attorney for Plaintiff

SWORN to and subscribed before

me this 24<sup>th</sup> day of October, 2003.

Patricia A. Townsend

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Patricia A. Townsend, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 2, 2007

Member, Pennsylvania Association Of Notaries

Name and Address of Sender		Check type of mail or service:		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)		Postmark and Date of Receipt		Due Date Date of Service if COD		Postage Fee		Handling Charge		Actual Value if Registered		Insured Value			
<b>GRENEN &amp; BIRASIC ONE GATEWAY CENTER, NINE WES PITTSBURGH, PA 15222</b>		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured		<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation															
Article Number	Address (Name, Street, City, State, & ZIP Code)																		
1. U.S. National Bank	216 Franklin Street Johnstown, PA 15901																		
2. Clearfield Domestic Relations	230 E. Market Street, 3rd Floor Clearfield, PA 16830																		
3. PA Dept. of Revenue	Bureau of Individual Taxes Inherit. Tax Div., Dept. 280601 Harrisburg, PA 17128-0601																		
4. Commonwealth of PA	Department of Welfare P.O. Box 2675 Harrisburg, PA 17105																		
5.																			
6.																			
7.																			
8.																			
Total Number of Pieces Listed by Sender		4		Total Number of Pieces Received at Post Office				Postmaster, Per (Name of receiving employee) Listed by Post Office											
See Privacy Act Statement on Reverse																			
Complete by Typewriter, Ink, or Ball Point Pen																			

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

ISSUE NUMBER:

Plaintiff,

NO.: 03-738-CD

vs.

KELLY JO KNEPP,

TYPE OF PLEADING:

Defendant.

Pa. R.C.P. RULE 3129.2(c)  
AFFIDAVIT OF SERVICE  
DEFENDANTS/OWNERS

CODE -

FILED ON BEHALF OF PLAINTIFF:

Bank One, National Association, as Trustee  
for Residential Funding Corporation, by  
Mortgage Lenders Network USA, Inc.,  
Agent

COUNSEL OF RECORD FOR THIS  
PARTY:

Daniel J. Birsic, Esquire  
Pa. I.D.# 48450

GRENNEN & BIRSIIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

SALE DATE: 2/6/04

FILED  
m 114561  
JAN 12 2004  
61  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE  
DEFENDANTS/OWNERS

Daniel J. Birsic, Esquire, Attorney for Plaintiff, Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on February 6, 2004 as follows:

1. Kelly Jo Knepp is the owner of the real property and has not entered an appearance of record.
2. On December 24, 2003, this Court entered an Order authorizing Plaintiff to serve Defendant, Kelly Jo Knepp, by first class mail to addresses set forth in the Order and by by posting of the handbill in accordance with Pa. R.C.P. 3129.2(b), with service to be valid upon mailing and posting. A true and correct copy of the Order is marked as Exhibit "A" attached hereto and made a part hereof.
3. Pursuant to the Order and Pa R.C.P. 3129.2 (C) on December 30, 2003 the

undersigned counsel served Defendant, Kelly Jo Knepp, with a true and correct copy of Plaintiff's notice of the sale of real property by regular U.S. mail postage prepaid, addressed to RD 1 Box 178A, Woodland, Pennsylvania 16881 and 96 Butcher Lane, Woodland, Pennsylvania 16881. A true and correct copy of the Certificates of Mailing, evidencing service by first class mail on the the Defendant, are marked Exhibit "B", attached hereto and made a part hereof.

4. The Sheriff's Office of Clearfield County has posted the property located at RD 1 Box 178A, Woodland, Pennsylvania 16881 with the handbill in accordance with Pa. R.C.P. 3129.2(b).

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENEN & BIRSIC, P.C.

BY:

  
\_\_\_\_\_  
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 8<sup>th</sup> DAY OF January, 2004.



Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Patricia A. Townsend, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 2, 2007

Member, Pennsylvania Association Of Notaries

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 24 day of DECEMBER, 2003, upon consideration of the  
within Motion for Service of the Notice of Sheriff's Sale Pursuant to Special Order of Court, it is  
hereby ORDERED, ADJUDGED and DECREED that the Plaintiff is permitted to serve Defendant,  
Kelly Jo Knepp, by first class mail, postage pre-paid at RD 1 Box 178A, Woodland, Pennsylvania  
16881 and 96 Butcher Lane, Woodland, Pennsylvania 16881 and by posting of the handbill in  
accordance with Pa. R.C.P. 3129.2(b). Service on the Defendant shall be deemed complete and valid  
upon mailing and posting in accordance with this order.

BY THE COURT:

/s/ Fredric J. Ammerman J.

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

DEC 26 2003

Attest.

*William L. Ammerman*  
Prothonotary/  
Clerk of Courts

**EXHIBIT "B"**

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
**GRENEN & BIRSCIC**  
**ONE GATEWAY CENTER, NINE WEST**  
**PITTSBURGH, PA 15222**

One piece of ordinary mail addressed to:  
**KELLY JO - KNEPP**  
**RD-1 - BOX - 17-8-A**  
**WOODLAND, PA 16881**

PS Form 3817, January 2001

92-450 Knepp NOS Order SD

DEC 30 2003

U.S. POSTAGE

11.90

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
**GRENEN & BIRSCIC**  
**ONE GATEWAY CENTER, NINE WEST**  
**PITTSBURGH, PA 15222**

One piece of ordinary mail addressed to:  
**KELLY JO - KNEPP**  
**96 BUTCHER LANE**  
**WOODLAND, PA - 16881**

PS Form 3817, January 2001

92-450 Knepp NOS Order SD

DEC 30 2003

U.S. POSTAGE

11.90

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14863

BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL F 03-738-CD

VS.  
KNEPP, KELLY JO

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, JANUARY 22, 2004 @ 1:48 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF APRIL 2, 2004 WAS SET.

**FILED**  
01/08/2004  
JUN 02 2004  
KJ

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, JANUARY 22, 2004 MAILED BY REGULAR MAIL PER COURT ORDER TO RD 1, BOX 178A, WOODLAND, PA 16881 AND 96 BUTCHER LAND, WOODLAND, PA 16881. MAIL WAS NOT RETRUNKED TO SHERIFF'S OFFICE.

NOW, FEBRUARY 4, 2004 RECEIVED A FAX LETTER FORM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR FEB. 6, 2004 TO APRIL 2, 2004.

FEBRUARY 10, 2004 MAILED BY REGULAR AND CERTIFIED MAIL A NOTICE OF SALE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, AND COPY OF THE LEVY TO KELLY JO KNEPP, DEFENDANT, AT 617S TEMPLE LANE ALTOONA, PA 16602.

CERTIFIED #700231500000785455160

NOW, SERVED KELLY JO KNEPP, DEFENDANT, BY CERTIFIED MAIL SIGNED FOR BY KELLY JO KNEPP, DEFENDANT ON UNKNOWN DATE RECEIVED IN SHERIFF'S OFFICE ON 2/17/04 , WITH NOTICE OF SALE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WIRT OF EXECUTION, AND COPY OF THE LEVY..

NOW, APRIL 2, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$38,000 + COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14863

BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL F 03-738-CD

VS.

KNEPP, KELLY JO

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

**NOW, MAY 28, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND  
OF THE UNUSED ADVANCE TO THE ATTORNEY.**

**NOW, JUNE 2, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF  
THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR  
\$38, 000 + COSTS.**

**NOW, JUNE 2, 2004 A DEED WAS FILED.**

**SHERIFF HAWKINS      \$967.19**

**SURCHARGE      \$20.00**

**PAID BY ATTORNEY**

---

**Sworn to Before Me This**

2<sup>nd</sup> Day Of July 2004

Will Shaw

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

**So Answers,**

Chester Hawkins

By Cynthia Butler-Cleghorn/Cay  
Chester A. Hawkins

Sheriff

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

Bank One, National Association, as Trustee for  
Residential Funding Corporation, by Mortgage  
Lenders Network USA, Inc., Agent

Vs.

NO.: 2003-00738-CD

Kelly Jo Knepp

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANK ONE, NATIONAL ASSOCIATION, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent, Plaintiff(s) from KELLY JO KNEPP, 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: \$55,882.47

INTEREST: \$5,138.23

PROTH. COSTS: \$

ATTY'S FEES: \$1,250.00

OTHER FEES: \$1,336.83

ESCROW: \$663.48

DATE: 10/29/2003

PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$

LATE CHARGES: \$743.62

TITLE SEARCH, FORECLOSURE AND

EXECUTION COSTS: \$2,500.00



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

Received this writ this 30<sup>th</sup> day  
of October A.D. 2003  
At 10:00 A.M./P.M.

Requesting Party: Daniel J. Birsic, Esq.  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

Chesler A. Hawkins  
Sheriff by Cynthia Butler - Aughbaugh

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE, NATIONAL  
ASSOCIATION, as TRUSTEE FOR  
RESIDENTIAL FUNDING  
CORPORATION, by Mortgage Lenders  
Network USA, Inc., Agent,

CIVIL DIVISION

NO.: 03-738-CD

Plaintiff,

vs.

KELLY JO KNEPP,

Defendant.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land together with improvements thereon, situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

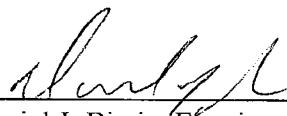
BEGINNING at an iron pin and Northeast corner of land now or formerly of Duane A. Peters and Pleasant Peters and at the line of land now or formerly of Beatrice H. Avery; thence South eighty-eight degrees forty-five minutes East (S 88° 45' E) along land now or formerly of said Beatrice H. Avery; four hundred forty-six and two tenths (446.2) feet to an iron pin; thence South one degrees fifteen minutes West (S 01° 15' W) crossing the end of a thirty-three and zero tenths (33.0) foot wide access road and along the Western edge of a twenty and zero tenths (20.0) foot wide strip of land, intended to be part of and to provide access to a 7.96 acre parcel of land (parcel No. W-14) yet to be conveyed, two hundred six and four tenths (206.4) feet to an iron pin; thence North eighty-eight degrees forty-five minutes West (N 88° 45' W) along the Northern edge of said 7.96 acre parcel four hundred forty-one and five tenths (441.5) feet to an iron pin at the line of land now or formerly of previously mentioned Duane A. Peters and Pleasant Peters; thence North zero degrees four minutes West (N 00° 04' W) along land now or formerly of said Peters two hundred six and five tenths (206.5) feet to an iron pin at the line of land now or formerly of Beatrice H. Avery and place of beginning. Containing 2.10 Acres and having erected thereon a 1993 Champion Double-Wide Mobile Home.

Map #008-0-114.

ALSO GRANTING and CONVEYING to the Grantee, their heirs, executors and assigns the right of ingress, egress and regress over, upon and through a certain access road thirty-three (33) feet in width and more particularly described in the survey of N. Gary Barger, dated April 22, 1983, said access road extending from the premises herein demised to Legislative Route 17055.

BEING the same premises which Randy K. Knepp and Kelly Jo Knepp, his wife, by Deed dated July 7, 1999 and recorded in the Office of the Recorder of Deeds of Clearfield County on July 26, 1999 at Instrument Number 199912272, granted and conveyed unto Kelly Jo Knepp, an individual.

GRENEN & BIRSIC, P.C.

By:   
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

Parcel No. 106-008-114

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      KNEPP      NO.      03-738-CD

NOW,      April 2, 2004      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      2ND      day of      APRIL      2004, I expose the within described real estate of      KELLY JO KNEPP      to public venue or outcry at which time and place I sold the same to      BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL FUNDING CORPORATION, BY MORTGAGE LENDERS NETWORK, USA, INC. AGENT he/she being the highest bidder, for the sum of      \$38,000.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

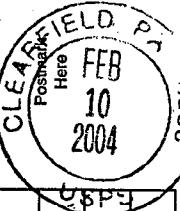
RDR	15.00
SERVICE	15.00
MILEAGE	3.75
LEVY	15.00
MILEAGE	3.75
POSTING	15.00
CSDS	10.00
COMMISSION 2%	760.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	38,000.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	15.00
<b>TOTAL SHERIFF COSTS</b>	<b>967.19</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	44,250.31
INTEREST	5,138.23
TO BE ADDED      TO SALE DATE	
ATTORNEY FEES	1,250.00
PROTH. SATISFACTION	
LATE CHARGES & FEES	2,080.45
COST OF SUIT -TO BE ADDED	2,500.00
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	663.48
<b>TOTAL DEBT &amp; INTEREST</b>	<b>55,882.47</b>
<b>COSTS:</b>	
ADVERTISING	455.49
TAXES - collector      TO 7/2/04	58.28
TAXES - tax claim      NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	967.19
LEGAL JOURNAL AD	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	0.00
<b>TOTAL COSTS</b>	<b>1,961.96</b>

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

CHESTER A. HAWKINS, Sheriff

<b>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>												
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>												
												
<b>OFFICIAL USE</b>												
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	<input type="checkbox"/> C. Date of Delivery  <i>Kelly Jo Knepp</i>	<input type="checkbox"/> D. Is delivery address different from item 1? If YES, enter delivery address below:  <i>Kelly Jo Knepp</i>										
<input checked="" type="checkbox"/> B. Received by <i>Kelly Jo Knepp</i>	<table border="1"> <tr> <td>Postage</td> <td>\$ .60</td> </tr> <tr> <td>Certified Fee</td> <td></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage &amp; Fees</td> <td>\$ .65</td> </tr> </table>		Postage	\$ .60	Certified Fee		Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	\$ .65
Postage	\$ .60											
Certified Fee												
Return Receipt Fee (Endorsement Required)												
Restricted Delivery Fee (Endorsement Required)												
Total Postage & Fees	\$ .65											
Sent To: <i>Kelly Jo Knepp</i> Street, Apt. No. _____ or PO Box No. <i>1602</i> City, State, ZIP: <i>Altoona, PA 16602</i>												
PS Form 3811, August 2001 (Transfer from service label) Domestic Return Receipt 10259-02-M-1540 PS Form 3801, June 2002 See Reverse for Instructions												

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p>			
1. Article Addressed to:  <i>Kelly Jo Knepp</i> 617S Temple Lane Altoona, PA 16602  <i>Rec'd 2-17-04</i>		2. Article Number (Transfer from service label)  <i>7002 3150 0000 7854 5160</i>	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.			
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes  <i>10259-02-M-1540</i>			

**GRENEN & BIRSIĆ, P.C.**

ATTORNEYS AT LAW  
One Gateway Center  
Ninth Floor  
Pittsburgh, Pennsylvania 15222  
(412) 281-7650  
FAX (412) 281-7657

February 4, 2004

**VIA FAX: (814) 765-6089**

Attention: Real Estate Dept.  
Office of the Sheriff  
CLEARFIELD COUNTY

Dear Sir/Madam:

This letter shall serve as authorization for the Sheriff's Office of Clearfield County to continue the sheriff's sale scheduled for February 6, 2004 to April 2, 2004. Please make a public announcement of the continuance at the time of the regularly scheduled sheriff's sale.

**Bank One, National Association, as Trustee for Residential Funding Corporation, by Mortgage Lenders Network USA, Inc., Agent**

vs.

**Kelly Jo Knepp**  
**Case # 03-738-CD**

If you have any questions or need any additional information, please do not hesitate to contact me at the numbers listed above.

Very truly yours,



Patricia A. Townsend  
Paralegal