

03-849- CQ

UNITED STATES OF AMERICA vs. DOUGLAS W. CROOKS, et al.

## UNITED STATES DISTRICT COURT

WESTERN

District of

PENNSYLVANIA

## EXEMPLIFICATION CERTIFICATE

I, Robert V. Barth, Jr., Clerk of this United States District Court, keeper of the records and seal, certify that the attached documents:

**CIVIL CASE 83-CV-3067:** Pleading #1, Complaint; Pleading #2, Marshals Return of Service; Pleading #3 Marshals Return of Service; Pleading #4 Consent Judgment.

are true copies of records of this Court.

In testimony whereof I sign my name and affix the seal of this Court, in this District, at

Pittsburgh

on

13 March 2003

City

Date

Clerk

R.V. Barth, Jr.

(By) Deputy Clerk

Edward Taylor

I, William L. Standish, a Judicial Officer of this certify that Robert V. Barth, Jr., named above, is and was on the date Clerk of this Court, duly appointed and sworn, and keeper of the records and seal, and that this certificate, the attestation of the record, are in accordance with the laws of the United States.

13 March 2003

Date

**FILED**03:25 PM  
JUN 09 2003Paula Cherry  
pd.85.00 William A. Shaw  
Prothonotary

Signature of Judicial Officer

United States District Judge

Title

William L. Standish

I, Robert V. Barth, Jr., Clerk of this United States District Court, keeper of the seal, certify that the Honorable William L. Standish,  
Judicial Officer

named above, is and was on the date noted a Judicial Officer of this Court, duly appointed, sworn and qualified, and that I am well acquainted with the Judicial Officer's official signature and know and certify the above signature to be that of the Judicial Officer.

In testimony whereof I sign my name, and affix the seal of this Court at

Pittsburgh

in this State, on

13 March 2003

City

Date

Clerk

R.V. Barth, Jr.

(By) Deputy Clerk

Edward Taylor

UNITED STATES DISTRICT COURT

FOR THE

WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff )

v )

DOUGLAS W. CROOKS AND  
MICHELLE E. CROOKS

Defendants)

*DS*  
**CASE CLOSED**

**83 3067**

CIVIL NO. \_\_\_\_\_

*1*

*CS*

NOTICE TO DEFEND

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

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

LAWYER REFERRAL SERVICE -

Keystone Legal Services  
213 North Second Street  
Clearfield, Pennsylvania 16830  
TELEPHONE: (814) 765-9646

## COMPLAINT

The United States of America, a sovereign corporation by J. Alan Johnson, United States Attorney in and for the Western District of Pennsylvania, for its Complaint alleges:

1. That this Court has jurisdiction under the provisions of 28 U.S.C. 1345.
2. That the defendants, Douglas W. Crooks and Michelle E. Crooks, reside at 898 Broad Street, Conneaut, Ohio 44030.
3. That on or about May 1, 1979, at the special instance and request of Douglas W. Crooks and Michelle E. Crooks, the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (hereinafter Plaintiff), lent to said defendants the sum of \$26,000.00, pursuant to the provisions of Title V of the Housing Act of 1949, as amended, (42 U.S.C. 1471, et seq).
4. That as evidence of the indebtedness, the defendants executed and delivered to the Plaintiff, their Promissory Note dated May 1, 1979, in the amount of \$26,000.00. A true copy of the Note is attached hereto, marked "Exhibit A," and made a part hereof as if set forth in its entirety at this point.
5. That the defendants, for the purpose of securing the Plaintiff against loss, did execute and acknowledge to the Plaintiff on or about May 1, 1979, a Real Estate Mortgage whereby they granted, conveyed, and mortgaged the real property described therein to the Plaintiff. A copy of the Real Estate Mortgage is attached hereto, marked "Exhibit B," and made a part hereof as if set forth in its entirety at this point.

6. That the Real Estate Mortgage was duly recorded on May 1, 1979, with the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, in Book 356, Page 577.

7. That the Plaintiff is the owner and holder of the Promissory Note and Real Estate Mortgage.

8. That the Promissory Note provides, among other things, as follows:

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

9. That the defendants have failed or refused to comply with the provisions of the Promissory Note and Real Estate Mortgage, as follows: (a) they have failed or refused to pay the installments of principal and interest when due; (b) they have failed or refused to pay real estate taxes when due; and (c) they have abandoned the security property.

10. That because of the breaches of the provisions and conditions of the Promissory Note and Real Estate Mortgage, the Plaintiff paid \$1,142.27 on the mortgaged premises and charged the sum to the account of the defendants.

11. That because of the said breaches of the provisions and conditions of the Promissory Note and Real Estate Mortgage, the Plaintiff does hereby elect to declare the entire amount of the indebtedness of the Promissory Note and Real Estate Mortgage to be immediately due and payable.

12. That there is now fully due and owing the Plaintiff on the Promissory Note and Real Estate Mortgage the following sums:

|  |                    |
|--|--------------------|
| (a) Principal and advances.....        | \$26,777.65        |
| (b) Interest through May 12, 1983..... | <u>\$ 3,709.14</u> |
| TOTAL.....                             | \$30,486.79        |

Plus interest accruing from May 12, 1983, at a daily rate of \$6.6027.

13. That the borrowers are the current record owners of the mortgaged premises to the best of the Plaintiff's knowledge and belief.

14. In order to comply with Section 403 of Act No. 6 of the 1974 Pennsylvania Legislature, signed on January 30, 1974, (41 P.S. 403) Plaintiff sent to each defendant a Notice of Intention to Foreclose under date of April 15, 1983, by certified mail, to their last-known address, said Notices bearing Postal Numbers P405477749 and P405477750, were returned showing receipt; a photocopy of the carbon copy of both Notices, with the original postal receipt attached thereon, is attached hereto, made part hereof and marked Exhibits "C" and "D".

15. That no other action has been brought at law or in equity to enforce the provisions of the aforesaid Promissory Note and Real Estate Mortgage, and that all conditions precedent to the bringing of the action have been performed or have occurred. The Plaintiff has complied with the requirements of 7 C.F.R. 1951.313(b).

WHEREFORE, the Plaintiff demands judgment as follows:

- (a) That said premises may be decreed to be sold according to law;
- (b) That the amount due to the Plaintiff on its Promissory Note and Real Estate Mortgage may be adjudged;

(c) That the monies arising from said sale be brought into Court;

(d) That the Plaintiff be paid the amount judged due the Plaintiff with interest thereon to the time of such payment, together with costs and expenses of this action and expenses of said sale so far as the amount of such money applicable thereto will pay the same;

(e) That the Plaintiff shall have such other and further relief, or both, in the premises as shall be just and equitable.

Dated at Pittsburgh, Pennsylvania, this day of  
December, 1983.

UNITED STATES OF AMERICA

J. ALAN JOHNSON  
UNITED STATES ATTORNEY  
WESTERN DISTRICT OF PENNSYLVANIA

By Joel B. Strauss  
JOEL B. STRAUSS  
Assistant United States Attorney

/pah

|  |
|--|
| KIND OF LOAN<br>Type: <u>RH(502)</u>   |
| Pursuant to:<br><input type="checkbox"/> Consolidated Farm and Rural Development Act.<br><input checked="" type="checkbox"/> Title V of the Housing Act of 1949. |

PROMISSORY NOTE

|                                    |
|------------------------------------|
| STATE<br><u>PENNSYLVANIA</u>       |
| COUNTY<br><u>CLEARFIELD</u>        |
| CASE NO.<br><u>44-17-292568824</u> |

Date May 1, 19 79.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in Clearfield,  
Pennsylvania

THE PRINCIPAL SUM OF TWENTY-SIX THOUSAND  
DOLLARS (\$ 26,000.00), plus INTEREST on the UNPAID PRINCIPAL of  
NINE PERCENT (99.000 %) PER ANNUM

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of four alternatives as indicated below: (check one)

☐ I. Principal and Interest payments shall be deferred. The first installment shall be all accrued interest and shall be due on                     , 19       . Payment of Principal and later accrued Interest shall be in                      installments as indicated in the box below;

☐ II. Principal and Interest payments shall be deferred. The interest accrued to                     , 19        shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in                      regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$                      and the amount of such regular installments in the box below, when such amounts have been determined.

☐ III. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the                      of each                      beginning on                     , 19       , through                     , 19       .

Principal and later accrued Interest shall be paid in                      installments as indicated in the box below;

☒ IV. Payments shall not be deferred. Principal and Interest shall be paid in 396 installments as indicated in the box below:

\$ 206.00 on June 1, 19 79, and

\$ 206.00 thereafter on the 1st day of each month until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness

evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY-THREE (33) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

EXHIBIT

A



If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

**REFINANCING AGREEMENT:** If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

**DEFAULT:** Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "KIND OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Douglas W. Crooks (SEAL)  
Douglas W. Crooks (BORROWER)

Michelle E. Crooks (SEAL)  
Michelle E. Crooks (SPOUSE)

211 South Highland Street

DuBois, PA 15801

RECORD OF ADVANCES

| AMOUNT           | DATE     | AMOUNT  | DATE | AMOUNT       | DATE     |
|------------------|----------|---------|------|--------------|----------|
| (1) \$ 26,000.00 | 05/01/79 | (8) \$  |      | (15) \$      |          |
| (2) \$           |          | (9) \$  |      | (16) \$      |          |
| (3) \$           |          | (10) \$ |      | (17) \$      |          |
| (4) \$           |          | (11) \$ |      | (18) \$      |          |
| (5) \$           |          | (12) \$ |      | (19) \$      |          |
| (6) \$           |          | (13) \$ |      | (20) \$      |          |
| (7) \$           |          | (14) \$ |      | (21) \$      |          |
| TOTAL            |          |         |      | \$ 26,000.00 | 05/01/79 |

## REAL ESTATE MORTGAGE FOR PENNSYLVANIA

THIS MORTGAGE is made and entered into by: DOUGLAS W. CROOKS and MICHELLE E.CROOKSresiding in Clearfield County, Pennsylvania, whose post office address is211 South Highland Street, DuBois, Pennsylvania, 15801

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government; authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| May 1, 1979               | \$26,000.00             | 9.000%                         | June 1, 2012                         |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of Clearfield (City of DuBois)

BEGINNING at a post at corner of an alley and Luthersburg road (South Highland Street); thence in a Northerly direction 46 feet, more or less, to the lands now or formerly of G. Bennett; thence in an Easterly direction 86 feet, more or less, to an alley; thence along said alley in a Southerly direction 50 feet, more or less, to an alley; thence along said alley, 67-1/2 feet to Luthersburg road and place of beginning. Being part of Lot No. 20 and part of Lot No. 21 in H. S. Knarr's second addition to DuBois.

EXCEPTING a wedged shaped strip 9 feet wide at the front and coming to a point at the rear, heretofore sold.

**EXHIBIT B**

BEING the same premises which were conveyed to Douglas W. Crooks, et ux. by deed of David C. Lindahl, et ux., dated April 27, 1979, and intended to be recorded herewith.

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD: SS

RECORDED in the Recorders Office in and for said

County in Mtgoe Book No. 356

Page 577 etc.

WITNESS my hand and seal of office this

1st day of May A.D. 1979

Cecil G. Burns Recorder

*My Commission Expires  
First Monday in January 1980*

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Harrisburg, Pennsylvania 17108, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) **WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.**

(24) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(25) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 1st day of May, 1979

This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower(s) by the MCC government pursuant to 42 U.S.C. 1490A owe

Signed, sealed, and delivered in the presence of:

Michelle E. Crooks (SEAL)

Douglas W. Crooks (SEAL)

(Witness)

(Witness)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Clearfield

ss:

On this 1st day of May, 1979, before me, the undersigned, a Notary

Public in and for said State and County, personally appeared DOUGLAS W. CROOKS and MICHELLE E. CROOKS

known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within

instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

My commission expires March 7, 1983

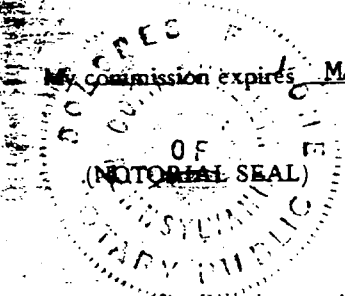
Dolores F. Goke Notary Public.

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D. C.

Entered of Record May 1 1979 10:26 AM Cecil Burns, Recorder For Mortgagee

CLARFIELD CO. SS  
ENTERED OF RECORD  
Time 10:26 AM 5-1-79  
By C. A. Burns  
Fees 8.00  
Cecil A. Burns, Recorder





United States  
Department of  
Agriculture

Farmers  
Home  
Administration

P. O. Box 905, Federal Building  
Harrisburg, Pennsylvania 17108

12-20-83  
Copy

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

APR 15 1983

Douglas W. Crooks  
898 Broad Street  
Conneaut, Ohio 44030

Dear Mr. Crooks:

Subject: Notice of Intention to Foreclose

As you are aware, you and your spouse secured a loan in the amount of \$26,000.00 from the Farmers Home Administration for the purpose of purchasing your home. The loan is evidenced by your Promissory Note dated May 1, 1979, in that amount and is secured by a first Real Estate Mortgage on your home. The Real Estate Mortgage is dated May 1, 1979, and was recorded May 1, 1979, in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, in Book 356, Page 577.

DEFAULTS WHICH HAVE OCCURRED UNDER THE TERMS OF SAID PROMISSORY NOTE AND REAL ESTATE MORTGAGE INCLUDE BUT ARE NOT NECESSARILY LIMITED TO:

1. YOUR FAILURE TO MAKE PAYMENT OF PRINCIPAL AND INTEREST AS REQUIRED UNDER THE PROMISSORY NOTE.
2. YOUR FAILURE TO PAY REAL ESTATE TAXES AS REQUIRED BY THE MORTGAGE.

EXHIBIT

C



Farmers Home Administration is an Equal Opportunity Lender  
Complaints of discrimination should be sent to  
Secretary of Agriculture Washington D.C. 20250

3. YOUR FAILURE TO MAINTAIN THE PREMISES AS REQUIRED BY THE MORTGAGE.
4. YOUR FAILURE TO OCCUPY THE PROPERTY.

This is to advise you as follows:

1. Because of this default you are hereby advised that this agency intends to accelerate your mortgage loan, foreclose on your mortgage and secure possession of your property covered by the mortgage. When we speak of accelerating your mortgage loan, we mean that all remaining payments on the loan are now due and payable.
2. We intend to institute foreclosure proceedings 30 days from the date of this letter.
3. You have a right to "cure" your monetary default and stop the foreclosure action thereby reinstating your mortgage by bringing you mortgage account up-to-date at any time from now up until one hour before the commencement of bidding at the United States Marshal's Sale.

You can cure your monetary default by paying the total of all of the following charges.



(a) Pay the delinquency of \$4,136.26 as of April 6, 1983 plus interest at the daily rate of \$6.4267 after that date. This delinquency includes delinquent payments and also advances made by the Government to protect its interests. .

PLUS

(b) Costs of title examination for foreclosure.

PLUS

(c) Court costs.

PLUS

(d) Costs of advertising the foreclosure sale.

4. The payment to "cure" your monetary default and bring your mortgage account current must be paid in cash or by cashier's check or certified check made payable to the Farmers Home Administration prior to the date of sale and delivered to the Farmers Home Administration Office at Clearfield. The payment may also be made to the United States Marshal who conducts the sale, up to one hour before bidding commences.

5. Once you have paid the required amount and cured your monetary default, you will be in the same position as if you had never defaulted in making your mortgage payments. You may cure a default not more than three times in any one calendar year.

6. The earliest date at which your property will be sold by the United States Marshal is June 6, 1983.

7. The defaults under the mortgage may also be cured by transferring the mortgaged premises to another person subject to the applicable regulations of the Farmers Home Administration and the mortgage. Said person would be required to cure the default same as you.

8. You also have the right to refinance your mortgage obligations by borrowing from another lender, the entire amount needed to pay the debt in full. This amount is \$29,540.31, principal and interest as of April 6, 1983, which includes any previous advances made plus a daily interest accrual of \$6.4267 after that date.

It may be possible for you to cure this default and discharge your mortgage debt by conveying to the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, a voluntary conveyance deed if you are able to convey clear title to your mortgaged property.

If you submit to the United States any payment insufficient to cure the default or insufficient to pay the entire indebtedness, should you desire to select such option, such payments will not cancel the effect of this notice. If such insufficient payments are received and credited to your account, no waiver or prejudice to any rights which the United States may have for the breach of any Promissory Note or covenant in the Real Estate Mortgage will result and the Farmers Home Administration may proceed as though no such payment had been made.

HOWEVER, YOU HAVE THE OPPORTUNITY TO HAVE A HEARING BEFORE THIS FORECLOSURE TAKES PLACE. If you wish to make use of this opportunity because you believe the United States is in error in accelerating your account(s) and proceeding with the foreclosure, or because you have not been advised of your rights to request interest credit assistance or a moratorium on payments on your rural housing Loan Account, you should contact the hearing officer of the Farmers Home Administration. In the event you decide to request a hearing, the request for this hearing must be made within 30 calendar days from the date of this notice. The hearing officer is:

William D. Crummy, District Director  
Mars Professional Building  
P. O. Box 422  
Pittsburgh Street  
Mars, PA 16046  
412-625-3174

You should provide the hearing officer or bring to the hearing any evidence supporting your claim. You may bring a representative. If you wish the services of an attorney and do not have one, we will furnish you with the name and address of the nearest legal services representative and any known legal referral assistance, upon your request. Also, upon

request, you or your representative may examine or copy, free of charge, all relevant documents, records, and regulations of FmHA normally releasable under the provisions of the Freedom of Information and Privacy Acts.

Please remember that if you wish to take advantage of this opportunity to be heard, you must contact the hearing officer within the 30-day period specified above because the United States plans to proceed with the foreclosure shortly thereafter.

Sincerely,

/s/ D. Elmer Hawbaker

**D. ELMER HAWBAKER**  
State Director

**Attachment B-5**

cc: County Supervisor, Clearfield  
District Director, Meadville  
District Director, Mars

NOTE TO COUNTY SUPERVISOR: You are instructed to immediately proceed to complete the items circled on the attached guides for processing foreclosure action and submit the case within 30 days from the date of this notice. If the borrower cures the defaults, notify this office. Also, attached is the borrower's case folder.

NOTE TO DISTRICT DIRECTOR: Attached is copy of Form 465-7 for you information.

Zimmerman/tss

P 405 477 749  
 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL

(See Reverse)

|  |    |
|--|----|
| Sent to<br><i>Douglas W. Crooks</i>                          |    |
| Street and No.   |    |
| P.O., State and ZIP Code                                     |    |
| Postage  | \$ |
| Certified Fee  |    |
| Special Delivery Fee   |    |
| Restricted Delivery Fee                                      |    |
| Return Receipt Showing to whom and Date Delivered            |    |
| Return Receipt Showing to whom, Date and Address of Delivery |    |
| TOTAL Postage and Fees                                       | \$ |
| Postmark or Date<br><br>4-15-83                              |    |

PS Form 3800, Feb. 1982

● **SENDER:** Complete items 1, 2, 3, and 4.  
 Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).  
☐ Show to whom and date delivered .....  
☐ Show to whom, date, and address of delivery ..  
☐ **RESTRICTED DELIVERY**  
 (The restricted delivery fee is charged in addition to the return receipt fee.)

2. ARTICLE ADDRESSED TO  
*Douglas W. Crooks*  
 HARRISBURG, PA.

3. TYPE OF SERVICE:  
☐ REGISTERED ☐ INSURED  
☐ CERTIFIED ☐ COD  
☐ EXPRESS MAIL

4. DATE OF DELIVERY  
 4-19-83

5. ADDRESSEE'S ADDRESS (Only if requested)

6. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

TOTAL \$

ARTICLE NUMBER  
 P 405 477 749

POSTMARK: APR 19 1983

POSTAL OFFICE: HARRISBURG, PA.

RECEIVED: APR 22 1983

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL



United States  
Department of  
Agriculture

Farmers  
Home  
Administration

P. O. Box 905, Federal Building  
Harrisburg, Pennsylvania 17108

filed  
copy

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

APR 15 1983

Michelle E. Crooks  
898 Broad Street  
Conneaut, Ohio 44030

Dear Mrs. Crooks:

Subject: Notice of Intention to Foreclose

As you are aware, you and your spouse secured a loan in the amount of \$26,000.00 from the Farmers Home Administration for the purpose of purchasing your home. The loan is evidenced by your Promissory Note dated May 1, 1979, in that amount and is secured by a first Real Estate Mortgage on your home. The Real Estate Mortgage is dated May 1, 1979, and was recorded May 1, 1979, in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, in Book 356, Page 577.

DEFAULTS WHICH HAVE OCCURRED UNDER THE TERMS OF SAID PROMISSORY NOTE AND REAL ESTATE MORTGAGE INCLUDE BUT ARE NOT NECESSARILY LIMITED TO:

1. YOUR FAILURE TO MAKE PAYMENT OF PRINCIPAL AND INTEREST AS REQUIRED UNDER THE PROMISSORY NOTE.
2. YOUR FAILURE TO PAY REAL ESTATE TAXES AS REQUIRED BY THE MORTGAGE.

**EXHIBIT D**



Farmers Home Administration is an Equal Opportunity Lender  
Complaints of discrimination should be sent to  
Secretary of Agriculture Washington D.C. 20250

3. YOUR FAILURE TO MAINTAIN THE PREMISES AS REQUIRED BY THE MORTGAGE.
4. YOUR FAILURE TO OCCUPY THE PROPERTY.

This is to advise you as follows:

1. Because of this default you are hereby advised that this agency intends to accelerate your mortgage loan, foreclose on your mortgage and secure possession of your property covered by the mortgage. When we speak of accelerating your mortgage loan, we mean that all remaining payments on the loan are now due and payable.
2. We intend to institute foreclosure proceedings 30 days from the date of this letter.
3. You have a right to "cure" your monetary default and stop the foreclosure action thereby reinstating your mortgage by bringing you mortgage account up-to-date at any time from now up until one hour before the commencement of bidding at the United States Marshal's Sale.

You can cure your monetary default by paying the total of all of the following charges.

(a) Pay the delinquency of \$4,136.26 as of April 6, 1983 plus interest at the daily rate of \$6.4267 after that date. This delinquency includes delinquent payments and also advances made by the Government to protect its interests. .

PLUS

(b) Costs of title examination for foreclosure.

PLUS

(c) Court costs.

PLUS

(d) Costs of advertising the foreclosure sale.

4. The payment to "cure" your monetary default and bring your mortgage account current must be paid in cash or by cashier's check or certified check made payable to the Farmers Home Administration prior to the date of sale and delivered to the Farmers Home Administration Office at Clearfield. The payment may also be made to the United States Marshal who conducts the sale, up to one hour before bidding commences.



5. Once you have paid the required amount and cured your monetary default, you will be in the same position as if you had never defaulted in making your mortgage payments. You may cure a default not more than three times in any one calendar year.

6. The earliest date at which your property will be sold by the United States Marshal is June 6, 1983.

7. The defaults under the mortgage may also be cured by transferring the mortgaged premises to another person subject to the applicable regulations of the Farmers Home Administration and the mortgage. Said person would be required to cure the default same as you.

8. You also have the right to refinance your mortgage obligations by borrowing from another lender, the entire amount needed to pay the debt in full. This amount is \$29,540.31, principal and interest as of April 6, 1983, which includes any previous advances made plus a daily interest accrual of \$6.4267 after that date.

It may be possible for you to cure this default and discharge your mortgage debt by conveying to the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, a voluntary conveyance deed if you are able to convey clear title to your mortgaged property.

If you submit to the United States any payment insufficient to cure the default or insufficient to pay the entire indebtedness, should you desire to select such option, such payments will not cancel the effect of this notice. If such insufficient payments are received and credited to your account, no waiver or prejudice to any rights which the United States may have for the breach of any Promissory Note or covenant in the Real Estate Mortgage will result and the Farmers Home Administration may proceed as though no such payment had been made.

HOWEVER, YOU HAVE THE OPPORTUNITY TO HAVE A HEARING BEFORE THIS FORECLOSURE TAKES PLACE. If you wish to make use of this opportunity because you believe the United States is in error in accelerating your account(s) and proceeding with the foreclosure, or because you have not been advised of your rights to request interest credit assistance or a moratorium on payments on your rural housing Loan Account, you should contact the hearing officer of the Farmers Home Administration. In the event you decide to request a hearing, the request for this hearing must be made within 30 calendar days from the date of this notice. The hearing officer is:

William D. Crummy, District Director  
Mars Professional Building  
P. O. Box 422  
Pittsburgh Street  
Mars, PA 16046  
412-625-3174

You should provide the hearing officer or bring to the hearing any evidence supporting your claim. You may bring a representative. If you wish the services of an attorney and do not have one, we will furnish you with the name and address of the nearest legal services representative and any known legal referral assistance, upon your request. Also, upon

request, you or your representative may examine or copy, free of charge, all relevant documents, records, and regulations of FARA normally releasable under the provisions of the Freedom of Information and Privacy Acts.

Please remember that if you wish to take advantage of this opportunity to be heard, you must contact the hearing officer within the 30-day period specified above because the United States plans to proceed with the foreclosure shortly thereafter.

Sincerely,

/s/ D. Elmer Hawbaker

**D. ELMER HAWBAKER**  
State Director

Attachment B-5

cc: County Supervisor, Clearfield  
District Director, Meadville  
District Director, Mars

NOTE TO COUNTY SUPERVISOR: You are instructed to immediately proceed to complete the items circled on the attached guides for processing foreclosure action and submit the case within 30 days from the date of this notice. If the borrower cures the defaults, notify this office. Also, attached is the borrower's case folder.

NOTE TO DISTRICT DIRECTOR: Attached is copy of Form 465-7 for you information.

Zimmerman/tss

PS Form 3800, Feb. 1983  
© SENDER: Complete items 1, 2, 3, and 4.  
Add your address in the "RETURN TO" space  
on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... —
- ☐ Show to whom, date, and address of delivery.. —
2. ☐ RESTRICTED DELIVERY —
- (The restricted delivery fee is charged in addition to  
the return receipt fee.)

TOTAL \$

3. ARTICLE ADDRESSED TO:

Michelle E. Crocker

4. TYPE OF SERVICE:

- ☐ REGISTERED ☐ INSURED  
☐ CERTIFIED ☐ COD  
☐ EXPRESS MAIL

ARTICLE NUMBER

P405 477 750

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

*Michelle E. Crocker*

5. DATE OF DELIVERY

4-19-83

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S  
INITIALS

*107*

P 405 477 750

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL

(See Reverse)

|  |    |
|--|----|
| Sent to  |    |
| <i>Michelle E. Crocker</i>                                       |    |
| Street and No.   |    |
| P.O., State and ZIP Code   |    |
| Postage  | \$ |
| Certified Fee  |    |
| Special Delivery Fee   |    |
| Restricted Delivery Fee  |    |
| Return Receipt Showing<br>to whom and Date Delivered             |    |
| Return Receipt Showing to whom,<br>Date, and Address of Delivery |    |
| TOTAL Postage and Fees   | \$ |
| Postmark or Date   |    |
| 4-15-83  |    |

PS Form 3800, Feb. 1983

U.S. Department of Justice  
United States Marshals Service

PROCESS RECEIPT AND RETURN 24

See Instructions for "Service of Process by the U.S. Marshal" on the reverse of this form.

|   |  |
|---|--|
| PLAINTIFF<br><br>UNITED STATES OF AMERICA   | COURT CASE NUMBER<br><b>83 3067</b>    |
| DEFENDANT<br><br>DOUGLAS W. CROOKS AND MICHELLE E. CROOKS   | TYPE OF PROCESS<br>SUMMONS / COMPLAINT |
| <div style="display: flex; align-items: center;"><div style="width: 10%; text-align: center;"><b>SERVE</b><br/><br/><b>AT</b></div><div style="width: 90%;"><p>NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN<br/>Premises</p><p>ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)<br/>211 South Highland Street<br/>DuBois, PA 15801</p></div></div> |  |

SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:

JOEL B. STRAUSS  
Assistant U.S. Attorney  
633 U.S. Post Office and Courthouse  
Pittsburgh, PA 15219

Number of process to be served with this Form - 285

1

Number of parties to be served in this case

3 of 3

Check for service on U.S.A.

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):

Fold

Fold

Post the above premises

Signature of Attorney or other Originator requesting service on behalf of: Joel B. Strauss  
JOEL B. STRAUSS / ajb

☒ PLAINTIFF ☐ DEFENDANT

TELEPHONE NUMBER: 644-3583

DATE: 12/9/83

**SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE**

|   |               |                                     |                          |   |                         |
|---|---------------|-------------------------------------|--------------------------|---|-------------------------|
| I acknowledge receipt for the total number of process indicated.<br>(Sign only first USM 285 if more than one USM 285 is submitted) | Total Process | District of Origin<br>No. <u>68</u> | District to Serve<br>No. | Signature of Authorized USMS Deputy or Clerk<br><u>B. [Signature]</u> | Date<br><u>12-12-83</u> |
|---|---------------|-------------------------------------|--------------------------|---|-------------------------|

I hereby certify and return that I ☒ have personally served, ☐ have legal evidence of service, ☒ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

Name and title of individual served (if not shown above)

☐ A person of suitable age and discretion then residing in the defendant's usual place of abode.

Address (complete only if different than shown above)

Date of Service: 12/14/83 Time: 2:30 pm

Signature of U.S. Marshal or Deputy

|                              |   |                     |                                 |                  |                                |                  |
|------------------------------|---|---------------------|---------------------------------|------------------|--------------------------------|------------------|
| Service Fee<br><u>\$3.00</u> | Total Mileage Charges (including endeavors)<br><u>\$23.04</u> | Forwarding Fee<br>— | Total Charges<br><u>\$26.04</u> | Advance Deposits | Amount owed to U.S. Marshal or | Amount of Refund |
|------------------------------|---|---------------------|---------------------------------|------------------|--------------------------------|------------------|

REMARKS:

Entered front door. Cd 2 12/14/83

**INSTRUCTIONS FOR SERVICE OF  
PROCESS BY THE U.S. MARSHAL**

Please type or print legibly, insuring readability of all copies. **DO NOT DETACH ANY COPIES.**

Submit one complete set of this form (USM-285) and one copy of each writ for each individual, company, corporation, etc., to be served or property to be seized or condemned. The applicable fees for such service(s) (T28, USC Sec. 1921 establishes the fees for service of process by the U.S. Marshal) may be required prior to said service.

For service of any process upon an officer or agent of the United States Government, submit a copy of the writ and a set of Form USM-285 for each officer or agent upon whom service is desired. Submit three (3) additional copies of the writs for service upon the Government of the United States. The U.S. Marshal will serve one (1) upon the U.S. Attorney and will forward two (2) to the Attorney General of the United States. (When the applicable box is checked, completion of the final signature block by the U.S. Marshal or his Deputy always certifies service on the U.S. Attorney and the Attorney General, regardless of whether other defendants on the writ were served.) Failure to provide any of the copies will delay service of the writ.

Complete all entries above the double line. Mark all applicable check boxes and use the "Special Instructions" to advise of any information that will assist the U.S. Marshal in expediting service.

If more than one writ and USM-285 is submitted on a single case, the U.S. Marshal will receipt for all of them on the first USM-285. You will receive for your records the last (No. 5) "Acknowledgment of Receipt" copy for all the USM-285 forms you submit. When the writ is served, you will receive the No. 3 Notice of Service copy. This copy will be identical to the return to the Clerk of the Court.

Upon completion of all services (if the Marshals fees were not requested or tendered in advance or if additional fees are indicated), you will receive a "Billing Statement" (copy 4 of USM-285) from the United States Marshal. (NOTE: Copy 4 should be returned, by you, to the U.S. Marshal, together with ,our payment of the amount owed.)

Additional supplies of the USM-285 may be obtained from the Clerk of the U.S. District Court or U.S. Marshal, without cost.

U.S. DISTRICT COURT  
CLERK

DEC 20 10 18 AM

FILED



The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September, 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet. (For more detailed instructions, see separate instruction sheet.)

INSTRUCTIONS: After completing the front side of form JS 44 A, complete the information requested below.

(PLACE AN ☒ IN ONE BOX ONLY)

ORIGIN

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated Reopened

☐ 5 Transferred From (Specify Dist.)

☐ 6 Multidistrict Litigation

☐ 7 Appeal to District Judge from Magistrate Judgment

CITIZENSHIP OF PRINCIPAL PARTIES  
(IF DIVERSITY)

PTF DEF

CITIZEN OF THIS STATE

☐ 1 ☐ 1

INCORPORATED THIS STATE

☐ 2 ☐ 2

FOREIGN CORPORATION-PRINCIPAL  
PLACE OF BUSINESS IN (STATE)

☐ 3 ☐ 3

OTHER NON-CITIZEN  
OF THIS STATE

☐ 4 ☐ 4

Check / Fill in if demanded in complaint:

☐ CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$

OTHER

REMARKS

Check YES only if demanded in complaint:

JURY DEMAND:

☐ YES

☒ NO

DATE

12/9/83

SIGNATURE OF ATTORNEY OF RECORD

JOEL B. STRAUSS, Assistant U.S. Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

CASE DESIGNATION SHEET

PART A.

1. This case belongs on the ( ) Erie ( ☒ Pittsburgh ) calendar.

Rule 51 - Erie calendar, if cause of action arose in one of the following counties: Crawford, Elk, Erie, Forest, McKean, Venango or Warren, AND either plaintiff OR defendant resides in one of said counties.

2. Complete if on Erie calendar: I certify that the cause of action arose in \_\_\_\_\_ County and that the \_\_\_\_\_ resides in \_\_\_\_\_ County.

PART B. (You are to check ONE of the following)

1. \_\_\_\_\_ This case is related to Number \_\_\_\_\_, Judge \_\_\_\_\_

2. ☒ This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

**CIVIL:** Civil cases are deemed related when a case filed relates to property included in another suit, or involves the same issues of fact or it grows out of the same transactions as another suit, or involves the validity or infringement of a patent involved in another suit.

**EMINENT DOMAIN:** Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

**HABEAS CORPUS: CIVIL RIGHTS:** All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

**CRIMINAL:** All criminal prosecutions arising out of the same criminal transaction or series of transactions are deemed related.

PART C.

1. **CIVIL CATEGORY** (Place x in only one applicable category).

1. ( ) Antitrust and Securities Act Cases

2. ( ) Labor-Management Relations

3. ( ) Habeas Corpus

4. ( ) Civil Rights

5. ( ) Patent, Copyright, and Trademark

6. ( ) Eminent Domain

7. ( ☒ ) All other federal question cases

8. ( ) All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest.

9. ( ) Insurance, indemnity, contract, and other diversity cases.

**CRIMINAL CATEGORY (FOR USE BY U.S. ATTY. ONLY)** (Place x in only one category).

1. ( ) Antitrust and Securities fraud

2. ( ) Income tax and other tax prosecutions

3. ( ) General criminal

I certify that to the best of my knowledge the entries on this case Designation Sheet are true and correct.

Date: 12/9/83

JOEL B. STRAUSS

Attorney at Law

NOTE: ALL SECTIONS OF BOTH SIDE MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.



U.S. Department of Justice  
United States Marshals Service

PROCESS R EIPT AND RETURN

See Instructions for "Service of Process by the U.S. Marshal"  
on the reverse of this form.

|   |  |   |                   |
|---|--|---|-------------------|
| PLAINTIFF   | UNITED STATES OF AMERICA   | COURT CASE NUMBER                                   | 83-3067           |
| DEFENDANT   | DOUGLAS W. CROOKS AND MICHELLE E. CROOKS   | TYPE OF PROCESS                                     | SUMMONS/COMPLAINT |
| SERVE<br>AT   | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN<br>Douglas W. Crooks |   |                   |
|   | ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)<br>898 Broad Street<br>Conneaut, Ohio 44030                 |   |                   |
| SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:                                       |  | Number of process to be served with this Form - 285 | 1                 |
| JOEL B. STRAUSS<br>Assistant U.S. Attorney<br>633 U.S. Post Office and Courthouse<br>Pittsburgh, PA 15219 |  | Number of parties to be served in this case         | 1 of 3            |
|   |  | Check for service on U.S.A.                         |                   |

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):

Fold

Fold

Serve the above-named individual by certified mail.

|   |  |                              |                 |
|---|--|------------------------------|-----------------|
| Signature of Attorney or other Originator requesting service on behalf of:<br><i>Joel B. Strauss</i><br>JOEL B. STRAUSS/ajb | XXXX PLAINTIFF<br><input type="checkbox"/> DEFENDANT | TELEPHONE NUMBER<br>644-3583 | DATE<br>12/9/83 |
|---|--|------------------------------|-----------------|

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE

|   |               |                              |                          |   |                  |
|---|---------------|------------------------------|--------------------------|---|------------------|
| I acknowledge receipt for the total number of process indicated.<br>(Sign only first USM 285 if more than one USM 285 is submitted) | Total Process | District of Origin<br>No. 66 | District to Serve<br>No. | Signature of Authorized USMS Deputy or Clerk<br><i>R. Hynes</i> | Date<br>12-12-83 |
|---|---------------|------------------------------|--------------------------|---|------------------|

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

|  |   |                        |               |                  |                                |                  |
|--|---|------------------------|---------------|------------------|--------------------------------|------------------|
| Name and title of individual served (if not shown above)     | <input type="checkbox"/> A person of suitable age and discretion then residing in the defendant's usual place of abode. |                        |               |                  |                                |                  |
| Address (complete only if different than shown above)        | Date of Service<br>1/19/84<br>Time<br>am<br>pm  |                        |               |                  |                                |                  |
| Signature of U.S. Marshal or Deputy<br><i>Margaret Smith</i> |   |                        |               |                  |                                |                  |
| Service Fee<br>3.00  | Total Mileage Charges (including endeavors)<br>1.55   | Forwarding Fee<br>4.55 | Total Charges | Advance Deposits | Amount owed to U.S. Marshal or | Amount of Refund |

REMARKS:

mailed 12-13-83 - No response  
mailed cert mail P451502166 1/16/84 - 1/19/84

PS Form 3811, July 1982

● **SENDER:** Complete items 1, 2, 3, and 4.  
Add your address in the "RETURN TO"  
space on reverse.

**(CONSULT POSTMASTER FOR FEES)**

1. The following service is requested (check one).  
☐ Show to whom and date delivered .....  
☒ Show to whom, date, and address of delivery ..  
 2. ☐ **RESTRICTED DELIVERY** .....  
(The restricted delivery fee is charged in addition  
to the return receipt fee.)  
 83-3067 **TOTAL** \$

3. **ARTICLE ADDRESSED TO:**  
 Douglas W. Crooks  
 898 Broad St.  
 Conneaut, Ohio 44030

|  |  |                                    |
|--|--|------------------------------------|
| 4. <b>TYPE OF SERVICE:</b><br><input type="checkbox"/> REGISTERED<br><input type="checkbox"/> CERTIFIED<br><input type="checkbox"/> EXPRESS MAIL | <input type="checkbox"/> INSURED<br><input type="checkbox"/> COD | <b>ARTICLE NUMBER</b><br>P 451 502 |
|--|--|------------------------------------|

(Always obtain signature of addressee or agent)

I have received the article described above.  
**SIGNATURE** ☐ Addressee ☐ Authorized agent

*Michelle Crooks*

|   |  |
|---|--|
| 5. <b>DATE OF DELIVERY</b><br>1/14/84   | <b>POSTMARK</b><br><small>(may be on reverse side)</small><br>CONNEAUT OHIO<br>JAN 19 1984 |
| 6. <b>ADDRESSEE'S ADDRESS</b> <small>(Only if requested)</small><br>508 Mull Rd |  |

|                                      |  |
|--------------------------------------|--|
| 7. <b>UNABLE TO DELIVER BECAUSE:</b> | 7a. <b>EMPLOYEE'S INITIALS</b><br><i>W</i> |
|--------------------------------------|--|

RETURN RECEIPT

U.S. Department of Justice  
United States Marshals Service

PROCESS RECEIPT AND RETURN

See Instructions for "Service of Process by the U.S. Marshal" on the reverse of this form.

|   |   |  |
|---|---|--|
| PLAINTIFF<br>UNITED STATES OF AMERICA   |   | COURT CASE NUMBER<br>85-3587                             |
| DEFENDANT<br>DOUGLAS W. CROOKS AND MICHELLE E. CROOKS   |   | TYPE OF PROCESS<br>SUMMONS/COMPLAINT                     |
| SERVE<br>AT   | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN<br>Michelle E. Crooks |  |
|   | ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)<br>898 Broad Street<br>Conneaut, Ohio 44030                  |  |
| SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:                                       |   |  |
| JOEL B. STRAUSS<br>Assistant U.S. Attorney<br>633 U.S. Post Office and Courthouse<br>Pittsburgh, PA 15219 |   | Number of process to be served with this Form - 285<br>1 |
|   |   | Number of parties to be served in this case<br>2 of 3    |
|   |   | Check for service on U.S.A.                              |

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):  
Fold

Serve the above-named individual by certified mail.

Signature of Attorney or other Originator requesting service on behalf of: Joel B. Strauss  
JOEL B. STRAUSS/ajb  
XXX PLAINTIFF  
☐ DEFENDANT  
TELEPHONE NUMBER 644-3583  
DATE 12/9/83

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY - DO NOT WRITE BELOW THIS LINE

|  |               |                    |                       |  |          |
|--|---------------|--------------------|-----------------------|--|----------|
| I acknowledge receipt for the total number of process indicated. (Sign only first USM 285 if more than one USM 285 is submitted) | Total Process | District of Origin | District to Serve No. | Signature of Authorized USMS Deputy or Clerk | Date     |
|  |               | 68                 |                       | R. J. Hughes                                 | 12-12-83 |

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

|  |   |
|--|---|
| Name and title of individual served (if not shown above) | <input type="checkbox"/> A person of suitable age and discretion then residing in the defendant's usual place of abode. |
| Address (complete only if different than shown above)    | Date of Service 1-19-84<br>Time am pm<br>Signature of U.S. Marshal or Deputy<br>M. Smith                                |

|                     |   |                        |               |                  |                                |                  |
|---------------------|---|------------------------|---------------|------------------|--------------------------------|------------------|
| Service Fee<br>3.00 | Total Mileage Charges (including endeavors)<br>1.55 | Forwarding Fee<br>4.55 | Total Charges | Advance Deposits | Amount owed to U.S. Marshal or | Amount of Refund |
|---------------------|---|------------------------|---------------|------------------|--------------------------------|------------------|

REMARKS: adm 299  
mailed 12-13-83 - No Response  
Mailed cert mail 1/16/84 P457502 167 - 1/19/84

PS Form 3811, July 1982

- **SENDER:** Complete Items 1, 2, 3, and 4.  
Add your address in the "RETURN TO" space on reverse.

**(CONSULT POSTMASTER FOR FEES)**

1. The following service is requested (check one).  
☐ Show to whom and date delivered .....  
☒ Show to whom, date, and address of delivery ..  
2. ☐ **RESTRICTED DELIVERY** .....  
(The restricted delivery fee is charged in addition to the return receipt fee.)

83-3067

**TOTAL \$** .....

3. **ARTICLE ADDRESSED TO:**  
Michelle E. Crooks  
898 Broad St.

Conneaut, OHIO 44030

4. **TYPE OF SERVICE:**

- ☐ REGISTERED ☐ INSURED  
☐ CERTIFIED ☐ COD  
☐ EXPRESS MAIL

**ARTICLE NUMBER**

P 451 502

(Always obtain signature of addressee or agent)

I have received the article described above.

**SIGNATURE** ☐ Addressee ☐ Authorized agent

*Michelle Crooks*

5. **DATE OF DELIVERY:**

1/19/84

6. **ADDRESSEE'S ADDRESS (Only if requested)**

508 miller



7. **UNABLE TO DELIVER BECAUSE:**

7a. **EMPLOYEE'S INITIALS**

*[Handwritten initials]*

RETURN RECEIPT

## SUMMONS IN A CIVIL ACTION

|   |  |
|---|--|
| United States District Court                          | DISTRICT<br>Western District of Pennsylvania   |
| UNITED STATES OF AMERICA                              | DOCKET NO. <b>83 3067</b>  |
| v.<br><br>DOUGLAS W. CROOKS AND<br>MICHELLE E. CROOKS | TO: (NAME AND ADDRESS OF DEFENDANT)<br><br>Premises<br>211 South Highland Street<br>DuBois, PA 15801 |

YOU ARE HEREBY SUMMONED and required to serve upon

## PLAINTIFF'S ATTORNEY (NAME AND ADDRESS)

The United States Attorney  
633 U.S. Post Office and Courthouse  
Pittsburgh, PA 15219

an answer to the complaint which is herewith served upon you, within  
days after service of this summons upon you, exclusive of the day of service. If you fail to do so,  
judgment by default will be taken against you for the relief demanded in the complaint.

CLERK

DATE

(BY) DEPUTY CLERK

*Rhonda* *Futy*

070 0 1983

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

Jan 27  
4  
st

UNITED STATES OF AMERICA,

Plaintiff

v.

Civil Action No. 83-3067

DOUGLAS W. CROOKS and  
MICHELLE E. CROOKS,

Defendants

CONSENT JUDGMENT

NOW, this 27<sup>th</sup> day of January, 1984, upon  
consideration of the Consent of the parties herein and being otherwise  
advised in the premises, it is hereby ORDERED, ADJUDGED and DECREED:

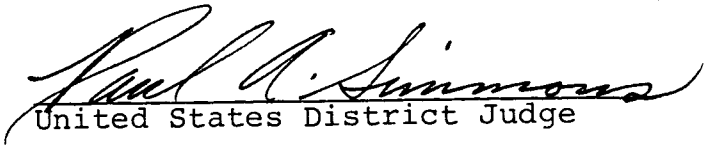
1. That the amount due and owing the plaintiff on its  
Promissory Note and Real Estate Mortgage is the following:

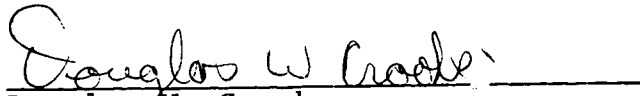
|                                 |             |
|---------------------------------|-------------|
| a. Principal and advances ----- | \$26,777.65 |
| b. Interest through May         |             |
| 12, 1983 -----                  | \$ 3,709.14 |
| TOTAL                           | \$30,486.79 |

Plus interest accruing from May 12, 1983 at a daily rate  
of \$6.6027.

2. That the premises described in the Complaint be sold  
according to law.


3. That no deficiency judgment shall be obtained by plain-  
tiff United States if the proceeds from the sale of the mortgaged  
premises fails to fully satisfy the amount due and owing plaintiff  
United States from defendants Douglas W. Crooks and Michelle E. Crooks.

  
United States District Judge

  
Douglas W. Crooks,  
Defendant

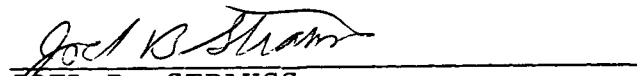
  
Michelle E. Crooks,  
Defendant

Witness:

  
Robert E. Naylor Esquire

UNITED STATES OF AMERICA

J. ALAN JOHNSON  
United States Attorney

By:   
JOEL B. STRAUSS  
Assistant United States Attorney

CLERK  
U.S. DISTRICT COURT

88 JAN 27 P 4: 43

FILED

# UNITED STATES DISTRICT COURT

WESTERN

District of

PENNSYLVANIA

## EXEMPLIFICATION CERTIFICATE

I, Robert V. Barth, Jr., Clerk of this United States District Court, keeper of the records and seal, certify that the attached documents:

**Misc. 10940:** Pleading #1 Praecipe for Writ of Execution, Pleading #2 Process Receipt and Return, Pleading #3 Process Receipt and Return, Pleading #4 Process Receipt and Return, Pleading #5 Schedule of Distribution

are true copies of records of this Court.

In testimony whereof I sign my name and affix the seal of this Court, in this District, at

Pittsburgh

on

April 12, 2003

City

Date

Clerk

(By) Deputy Clerk

I, David S. Cercone, a Judicial Officer of this certify that Robert V. Barth, Jr., named above, is and was on the date Clerk of this Court, duly appointed and sworn, and keeper of the records and seal, and that this certificate, the attestation of the record, are in accordance with the laws of the United States.

April 12, 2003

Date

Signature of Judicial Officer

United States District Court Judge

Title

I, Robert V. Barth, Jr., Clerk of this United States District Court, keeper of the seal, certify that the Honorable David S. Cercone,  
Judicial Officer

named above, is and was on the date noted a Judicial Officer of this Court, duly appointed, sworn and qualified, and that I am well acquainted with the Judicial Officer's official signature and know and certify the above signature to be that of the Judicial Officer.

In testimony whereof I sign my name, and affix the seal of this Court at

Pittsburgh

in this State, on

April 12, 2003

City

Date

Clerk

(By) Deputy Clerk



IN THE UNITED STATES COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff

v.

DOUGLAS W. CROOKS and  
MICHELLE E. CROOKS,

Defendants

Misc. No. 10940

(See Civil Action No. 83-3067)

PRAECIPE FOR WRIT OF EXECUTION

To: Gilbert Conley, Clerk of Court:

Kindly issue Writ of Execution in the above-captioned case, instructing the United States Marshal to levy upon all real property of the defendants in this jurisdiction, and to sell any such property levied upon, in order to satisfy the judgment, interest and costs in this action. There is due and owing to the plaintiff the sum of \$30,581.93, plus interest accruing from May 12, 1983, at the daily rate of \$6.6027 to the date of judgment, plus interest from the date of judgment at 9.87% per annum, including Clerk of Court and Marshal's costs to date, plus costs of service of the within execution writ.

J. ALAN JOHNSON  
United States Attorney

By: *Joel B. Strauss*  
JOEL B. STRAUSS  
Assistant U. S. Attorney

U.S. Department of Justice  
United States Marshals Service

JUN 18 9 01 AM '84

PROCESS RECEIPT AND RETURN

See Instructions for "Service of Process by the U.S. Marshal" on the reverse of this form.

|             |   |                   |              |
|-------------|---|-------------------|--------------|
| PLAINTIFF   | UNITED STATES OF AMERICA  | COURT CASE NUMBER | C.A. 83-3067 |
| DEFENDANT   | DOUGLAS W. CROOKS AND MICHELLE E. CROOKS  | Misc. No.         | 10940        |
| SERVE<br>AT | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN                               |                   |              |
|             | Premises  |                   |              |
|             | ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)<br>211 <del>XXXXXXXX</del> South Highland Street<br>DuBois, PA 15801 |                   |              |

SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:

JOEL B. STRAUSS  
Assistant U.S. Attorney  
633 U.S. Post Office and Courthouse  
Pittsburgh, PA 15219

Number of process to be served with this Form - 285

1

Number of parties to be served in this case

3 of 3

Check for service on U.S.A.

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):

Fold

Post, levy upon, seize and sell the following described property of the defendants located at 211 South Highland Street, DuBois, PA 15801.

Signature of Attorney or other Originator requesting service on behalf of: JOEL B. STRAUSS/ajb ☒ PLAINTIFF ☐ DEFENDANT

TELEPHONE NUMBER  
644-3583

DATE  
4/18/84

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE

|  |                    |                          |                          |   |                 |
|--|--------------------|--------------------------|--------------------------|---|-----------------|
| I acknowledge receipt for the total number of process indicated. (Sign only first USM 285 if more than one USM 285 is submitted) | Total Process<br>1 | District of Origin<br>PA | District to Serve<br>No. | Signature of Authorized USMS Deputy or Clerk<br><u>M. Smith</u> | Date<br>4/19/84 |
|--|--------------------|--------------------------|--------------------------|---|-----------------|

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☒ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

Name and title of individual served (if not shown above)

☐ A person of suitable age and discretion then residing in the defendant's usual place of abode.

Address (complete only if different than shown above)

Date of Service  
6-12-84  
Time  
12:15 pm  
Signature of U.S. Marshal or Deputy  
L. Turner

|                       |   |                |                          |                  |                                |                  |
|-----------------------|---|----------------|--------------------------|------------------|--------------------------------|------------------|
| Service Fee<br>\$3.00 | Total Mileage Charges (including enclaves)<br>\$35.28 | Forwarding Fee | Total Charges<br>\$38.28 | Advance Deposits | Amount owed to U.S. Marshal or | Amount of Refund |
|-----------------------|---|----------------|--------------------------|------------------|--------------------------------|------------------|

REMARKS:

4-20-84 - Posted the ABOVE PROPERTY w/ writ of Execution.  
Value: \$26,000  
Description: 2-story, white, wood & sliding house

**INSTRUCTIONS FOR SERVICE OF  
PROCESS BY THE U.S. MARSHAL**

Please type or print legibly, insuring readability of all copies. **DO NOT DETACH ANY COPIES.**

Submit one complete set of this form (USM-285) and one copy of each writ for each individual, company, corporation, etc., to be served or property to be seized or condemned. The applicable fees for such service(s) (T28, USC Sec. 1921 establishes the fees for service of process by the U.S. Marshal) may be required prior to said service.

For service of any process upon an officer or agent of the United States Government, submit a copy of the writ and a set of Form USM-285 for each officer or agent upon whom service is desired. Submit three (3) additional copies of the writs for service upon the Government of the United States. The U.S. Marshal will serve one (1) upon the U.S. Attorney and will forward two (2) to the Attorney General of the United States. (When the applicable box is checked, completion of the final signature block by the U.S. Marshal or his Deputy always certifies service on the U.S. Attorney and the Attorney General, regardless of whether other defendants on the writ were served.) Failure to provide any of the copies will delay service of the writ.

Complete all entries above the double line. Mark all applicable check boxes and use the "Special Instructions" to advise of any information that will assist the U.S. Marshal in expediting service.

If more than one writ and USM-285 is submitted on a single case, the U.S. Marshal will receipt for all of them on the first USM-285. You will receive for your records the last (No. 5) "Acknowledgment of Receipt" copy for all the USM-285 forms you submit. When the writ is served, you will receive the No. 3 Notice of Service copy. This copy will be identical to the return to the Clerk of the Court.

Upon completion of all services (if the Marshals fees were not requested or tendered in advance or if additional fees are indicated), you will receive a "Billing Statement" (copy 4 of USM-285) from the United States Marshal. (NOTE: Copy 4 should be returned, by you, to the U.S. Marshal, together with your payment of the amount owed.)

Additional supplies of the USM-285 may be obtained from the Clerk of the U.S. District Court or U.S. Marshal, without cost.

U.S. DISTRICT COURT  
CLERK

84 JUN 19 4:30

FILED

U.S. Department of Justice  
United States Marshals Service

PROCESS RECEIPT AND RETURN

See Instructions for "Service of Process by the U.S. Marshal"  
on the reverse of this form.

|   |  |   |   |
|---|--|---|---|
| PLAINTIFF<br>UNITED STATES OF AMERICA   |  | COURT CASE NUMBER C.A. 83-3067<br>Misc. No. 10940   |   |
| DEFENDANT<br>DOUGLAS W. CROOKS AND MICHELLE E. CROOKS   |  | TYPE OF PROCESS<br>WRIT OF EXECUTION                |   |
| SERVE<br>AT   | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN<br>Douglas W. Crooks |   |   |
|   | ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)<br>898 Broad Street<br>Conneaut, Ohio 44030                 |   |   |
| SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:                                       |  | Number of process to be served with this Form - 285 | 1 |
| JOEL B. STRAUSS<br>Assistant U.S. Attorney<br>633 U.S. Post Office and Courthouse<br>Pittsburgh, PA 15219 |  | Number of parties to be served in this case         | 3 |
|   |  | Check for service on U.S.A.                         | 2 |

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):

Fold

Fold

Serve the above-named individual, ~~by certified mail~~

Signature of Attorney or other Originator requesting service on behalf of: JOEL B. STRAUSS/ajb ~~XXXX~~ PLAINTIFF ☐ DEFENDANT  
TELEPHONE NUMBER 644-3583  
DATE 4/16/84

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE

|   |                    |                          |                          |  |                 |
|---|--------------------|--------------------------|--------------------------|--|-----------------|
| I acknowledge receipt for the total number of process indicated.<br>(Sign only first USM 285 if more than one USM 285 is submitted) | Total Process<br>1 | District of Origin<br>60 | District to Serve<br>No. | Signature of Authorized USMS Deputy or Clerk<br>M. Smith | Date<br>4/19/84 |
|---|--------------------|--------------------------|--------------------------|--|-----------------|

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

|  |   |                |                       |                  |                                |                  |
|--|---|----------------|-----------------------|------------------|--------------------------------|------------------|
| Name and title of individual served (if not shown above) | <input type="checkbox"/> A person of suitable age and discretion then residing in the defendant's usual place of abode. |                |                       |                  |                                |                  |
| Address (complete only if different than shown above)    | Date of Service 6/18/84 Time am pm  |                |                       |                  |                                |                  |
| Signature of U.S. Marshal or Deputy<br>Margaret A. Smith |   |                |                       |                  |                                |                  |
| Service Fee<br>3.00                                      | Total Mileage Charges (including endeavors)   | Forwarding Fee | Total Charges<br>3.00 | Advance Deposits | Amount owed to U.S. Marshal or | Amount of Refund |

REMARKS:

Mailed per Rule 3108

**INSTRUCTIONS FOR SERVICE OF  
PROCESS BY THE U.S. MARSHAL**

Please type or print legibly, insuring readability of all copies. **DO NOT DETACH ANY COPIES.**

Submit one complete set of this form (USM-285) and one copy of each writ for each individual, company, corporation, etc., to be served or property to be seized or condemned. The applicable fees for such service(s) (T28, USC Sec. 1921 establishes the fees for service of process by the U.S. Marshal) may be required prior to said service.

For service of any process upon an officer or agent of the United States Government, submit a copy of the writ and a set of Form USM-285 for each officer or agent upon whom service is desired. Submit three (3) additional copies of the writs for service upon the Government of the United States. The U.S. Marshal will serve one (1) upon the U.S. Attorney and will forward two (2) to the Attorney General of the United States. (When the applicable box is checked, completion of the final signature block by the U.S. Marshal or his Deputy always certifies service on the U.S. Attorney and the Attorney General, regardless of whether other defendants on the writ were served.) Failure to provide any of the copies will delay service of the writ.

Complete all entries above the double line. Mark all applicable check boxes and use the "Special Instructions" to advise of any information that will assist the U.S. Marshal in expediting service.

If more than one writ and USM-285 is submitted on a single case, the U.S. Marshal will receipt for all of them on the first USM-285. You will receive for your records the last (No. 5) "Acknowledgment of Receipt" copy for all the USM-285 forms you submit. When the writ is served, you will receive the No. 3 Notice of Service copy. This copy will be identical to the return to the Clerk of the Court.

Upon completion of all services (if the Marshals fees were not requested or tendered in advance or if additional fees are indicated), you will receive a "Billing Statement" (copy 4 of USM-285) from the United States Marshal. (NOTE: Copy 4 should be returned, by you, to the U.S. Marshal, together with your payment of the amount owed.)

Additional supplies of the USM-285 may be obtained from the Clerk of the U.S. District Court or U.S. Marshal, without cost.

U.S. DISTRICT COURT  
CLERK

81 JUN 19  
A10:30

FILED

U.S. Department of Justice  
United States Marshals Service

PROCESS, RECEIPT AND RETURN

See Instructions for "Service of Process by the U.S. Marshal"  
on the reverse of this form.

|  |   |
|--|---|
| PLAINTIFF                                | COURT CASE NUMBER   |
| UNITED STATES OF AMERICA                 | C.A. 83-3067  |
| DEFENDANT                                | Misc. No. 10940   |
| DOUGLAS W. CROOKS AND MICHELLE E. CROOKS | TYPE OF PROCESS   |
| WRIT OF EXECUTION                        |   |
| SERVE AT                                 | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN |
|  | Michelle E. Crooks  |
|  | ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)  |
|  | 898 Broad Street  |
|  | Conneaut, Ohio 44030  |

SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:

JOEL B. STRAUSS  
Assistant U.S. Attorney  
633 U.S. Post Office and Courthouse  
Pittsburgh, PA 15219

Number of process to be served with this Form - 285

1

Number of parties to be served in this case

2 of 3

Check for service on U.S.A.

APR 19

1984

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):

Fold

Fold

Serve the above-named individual by ~~certified mail~~.

Signature of Attorney or other Originator requesting service on behalf of:

JOEL B. STRAUSS/ajb

XXXX PLAINTIFF  
☐ DEFENDANT

TELEPHONE NUMBER

644-3583

DATE

4/16/84

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total number of process indicated. (Sign only first USM 285 if more than one USM 285 is submitted)

Total Process

District of Origin

No.

District to Serve

No.

Signature of Authorized USMS Deputy or Clerk

Date

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

Name and title of individual served (if not shown above)

☐ A person of suitable age and discretion then residing in the defendant's usual place of abode.

Address (complete only if different than shown above)

Date of Service Time am pm

Signature of U.S. Marshal or Deputy

Service Fee

3.00

Total Mileage Charges (including endeavors)

Forwarding Fee

Total Charges

3.00

Advance Deposits

Amount owed to U.S. Marshal or

Amount of Refund

REMARKS:

Mailed per Rule 3108.

2

**INSTRUCTIONS FOR SERVICE OF  
PROCESS BY THE U.S. MARSHAL**

Please type or print legibly, insuring readability of all copies. **DO NOT DETACH ANY COPIES.**

Submit one complete set of this form (USM-285) and one copy of each writ for each individual, company, corporation, etc., to be served or property to be seized or condemned. The applicable fees for such service(s) (T28, USC Sec. 1921 establishes the fees for service of process by the U.S. Marshal) may be required prior to said service.

For service of any process upon an officer or agent of the United States Government, submit a copy of the writ and a set of Form USM-285 for each officer or agent upon whom service is desired. Submit three (3) additional copies of the writs for service upon the Government of the United States. The U.S. Marshal will serve one (1) upon the U.S. Attorney and will forward two (2) to the Attorney General of the United States. (When the applicable box is checked, completion of the final signature block by the U.S. Marshal or his Deputy always certifies service on the U.S. Attorney and the Attorney General, regardless of whether other defendants on the writ were served.) Failure to provide any of the copies will delay service of the writ.

Complete all entries above the double line. Mark all applicable check boxes and use the "Special Instructions" to advise of any information that will assist the U.S. Marshal in expediting service.

If more than one writ and USM-285 is submitted on a single case, the U.S. Marshal will receipt for all of them on the first USM-285. You will receive for your records the last (No. 5) "Acknowledgment of Receipt" copy for all the USM-285 forms you submit. When the writ is served, you will receive the No. 3 Notice of Service copy. This copy will be identical to the return to the Clerk of the Court.

Upon completion of all services (if the Marshals fees were not requested or tendered in advance or if additional fees are indicated), you will receive a "Billing Statement" (copy 4 of USM-285) from the United States Marshal. (NOTE: Copy 4 should be returned, by you, to the U.S. Marshal, together with your payment of the amount owed.)

Additional supplies of the USM-285 may be obtained from the Clerk of the U.S. District Court or U.S. Marshal, without cost.

U.S. DISTRICT COURT  
CLERK

8 JUN 19 10:30

FILED

U.S. Department of Justice  
United States Marshals Service

**PROCESS RECEIPT AND RETURN**  
See Instructions for "Service of Process by the U.S. Marshal"  
on the reverse of this form.

|  |   |   |   |
|--|---|---|---|
| PLAINTIFF<br>UNITED STATES OF AMERICA  |   | COURT CASE NUMBER C.A. 83-2067<br>Misc. No. 10940   |   |
| DEFENDANT<br>DOUGLAS W. CROOKS AND MICHELLE E. CROOKS  |   | TYPE OF PROCESS<br>Posting                          |   |
| SERVE<br>AT  | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN<br>Premises |   |   |
|  | ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)<br>211 South Highland Street<br>DuBois, PA 15801   |   |   |
| SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:  |   | Number of process to be served with this Form - 285 | 1 |
| JOEL B. STRAUSS<br>Assistant U.S. Attorney<br>633 U.S. Post Office and Courthouse<br><del>XXXXXXXXXXXX</del><br>Pittsburgh, PA 15219 |   | Number of parties to be served in this case         | 1 |
|  |   | Check for service on U.S.A.                         |   |

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):

Please post on premises located at 211 South Highland Street, DuBois, PA 15801, and post hand bill on the above real estate at least 20 days before the date of sale on September 14, 1984.

Signature of Attorney or other Originator requesting service on behalf of: *Joel B. Strauss* *Post leg 8/24* **PRIORITY**  
JOEL B. STRAUSS/ajb ☒ PLAINTIFF ☐ DEFENDANT TELEPHONE NUMBER 644-3583 DATE 8/10/84

**SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE**

|   |                    |                          |                          |  |                 |
|---|--------------------|--------------------------|--------------------------|--|-----------------|
| I acknowledge receipt for the total number of process indicated.<br>(Sign only first USM 285 if more than one USM 285 is submitted) | Total Process<br>1 | District of Origin<br>68 | District to Serve<br>No. | Signature of Authorized USMS Deputy or Clerk<br><i>[Signature]</i> | Date<br>8/13/84 |
|---|--------------------|--------------------------|--------------------------|--|-----------------|

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☒ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

|  |   |
|--|---|
| Name and title of individual served (if not shown above) | <input type="checkbox"/> A person of suitable age and discretion then residing in the defendant's usual place of abode. |
| Address (complete only if different than shown above)    | Date of Service 8-22-84 Time 11:50 am<br>Signature of U.S. Marshal or Deputy<br><i>[Signature]</i>                      |

|                       |  |                |                          |                  |                                |                  |
|-----------------------|--|----------------|--------------------------|------------------|--------------------------------|------------------|
| Service Fee<br>\$3.00 | Total Mileage Charges (including endeavors)<br>\$36.00 | Forwarding Fee | Total Charges<br>\$39.00 | Advance Deposits | Amount owed to U.S. Marshal or | Amount of Refund |
|-----------------------|--|----------------|--------------------------|------------------|--------------------------------|------------------|

REMARKS: *Posted the ABOVE PROPERTY - w/copy of Notice.*



**INSTRUCTIONS FOR SERVICE OF  
PROCESS BY THE U.S. MARSHAL**

Please type or print legibly, insuring readability of all copies. **DO NOT DETACH ANY COPIES.**

Submit one complete set of this form (USM-285) and one copy of each writ for each individual, company, corporation, etc., to be served or property to be seized or condemned. The applicable fees for such service(s) (T28, USC Sec. 1921 establishes the fees for service of process by the U.S. Marshal) may be required prior to said service.

For service of any process upon an officer or agent of the United States Government, submit a copy of the writ and a set of Form USM-285 for each officer or agent upon whom service is desired. Submit three (3) additional copies of the writs for service upon the Government of the United States. The U.S. Marshal will serve one (1) upon the U.S. Attorney and will forward two (2) to the Attorney General of the United States. (When the applicable box is checked, completion of the final signature block by the U.S. Marshal or his Deputy always certifies service on the U.S. Attorney and the Attorney General, regardless of whether other defendants on the writ were served.) Failure to provide any of the copies will delay service of the writ.

Complete all entries above the double line. Mark all applicable check boxes and use the "Special Instructions" to advise of any information that will assist the U.S. Marshal in expediting service.

If more than one writ and USM-285 is submitted on a single case, the U.S. Marshal will receipt for all of them on the first USM-285. You will receive for your records the last (No. 5) "Acknowledgment of Receipt" copy for all the USM-285 forms you submit. When the writ is served, you will receive the No. 3 Notice of Service copy. This copy will be identical to the return to the Clerk of the Court.

Upon completion of all services (if the Marshals fees were not requested or tendered in advance or if additional fees are indicated), you will receive a "Billing Statement" (copy 4 of USM-285) from the United States Marshal. (NOTE: Copy 4 should be returned, by you, to the U.S. Marshal, together with your payment of the amount owed.)

Additional supplies of the USM-285 may be obtained from the Clerk of the U.S. District Court or U.S. Marshal, without cost.

U.S. DISTRICT COURT  
CLERK

84 AUG 27 10:49

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the United States Court for the Western District of Pennsylvania and to me directed, I shall expose the following real property to public sale on the premises of said hereinafter described property located at 211 South Highland Street, Dubois, Pennsylvania, 15801, being more fully described as follows:

All the following property situated in the State of Pennsylvania, County of Clearfield (City of DuBois).

BEGINNING at a post at corner of an alley and Luthersburg road (South Highland Street); thence in a Northerly direction 46 feet, more or less, to the lands now or formerly of G. Bennett; thence in an Easterly direction 86 feet, more or less, to an alley; thence along said alley in a Southerly direction 50 feet, more or less, to an alley; thence along said alley, 67 ½ feet to Luthersburg road and place of beginning. Being part of Lot No. 20 and part of Lot No. 21 in H. S. Knarr's second addition to DuBois.

EXCEPTING a wedged shaped strip 9 feet wide at the front and coming to a point at the rear, heretofore sold.

BEING the same premises which were conveyed to Douglas W. Crooks, et ux. by deed of David C. Lindahl, et ux., dated April 27, 1979, and intended to be recorded herewith.

Said sale to be held at 1:00 P.M. prevailing standard time, on September 14, 1984. All those certain tracts of land, together with the buildings and improvements erected thereon, described in Mortgage Book Volume 356, Page 577. Recorder of Deeds' Office of

Clearfield County, Pennsylvania. Seized and taken in execution as the property of Douglas W. Crooks and Michelle E. Crooks, at the suit of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, to be sold on Writ of Execution as Miscellaneous Number 10940.

TERMS OF SALE: Successful bidder will pay ten percent (10%) in cash or by certified check and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. Notice is hereby given that a Schedule of Distribution will be filed by me on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. Purchaser must furnish Federal Documentary Stamps, State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Successful bidder must also pay all Marshal's costs, fees and commissions. Eugene Marzullo, United States Marshal.

U.S. Department of Justice  
United States Marshals Service

PROCESS RECEIPT AND RETURN

See Instructions for "Service of Process by the U.S. Marshal" on the reverse of this form.

|           |   |                   |                      |
|-----------|---|-------------------|----------------------|
| PLAINTIFF | UNITED STATES OF AMERICA  | COURT CASE NUMBER | C.A. 83-2067         |
| DEFENDANT | DOUGLAS W. CROOKS AND MICHELLE E. CROOKS  | Misc. No.         | 10940                |
| SERVE     | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN | TYPE OF PROCESS   | Bidding Instructions |
| AT        | Premises  |                   |                      |
|           | ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)  |                   |                      |
|           | 211 South Highland Street   |                   |                      |
|           | DuBois, PA 15801  |                   |                      |

SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:

JOEL B. STRAUSS  
Assistant U.S. Attorney  
633 U.S. Post Office and Courthouse  
Pittsburgh, PA 15219

Number of process to be served with this Form - 285

1

Number of parties to be served in this case

1

Check for service on U.S.A.

SEP 11 1984

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):

Fold

Fold

Please attend the U.S. Marshal's Sale in the above case scheduled for September 14, 1984 at 1:00 P.M. Attached are bidding instructions.

SEP 14 1984

Signature of Attorney or other Originator requesting service on behalf of:

JOEL B. STRAUSS/aib

PRIORITY

DEFENDANT

TELEPHONE NUMBER

644-3583

DATE

9/11/84

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total number of process indicated. (Sign only first USM 285 if more than one USM 285 is submitted)

Total Process

District of Origin

District to Serve

Signature of Authorized USMS Deputy or Clerk

Date

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☒ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

Name and title of individual served (if not shown above)

☐ A person of suitable age and discretion then residing in the defendant's usual place of abode.

Address (complete only if different than shown above)

Date of Service

Time

am

Signature of U.S. Marshal or Deputy

Service Fee

Total Mileage Charges (including off-hours)

Forwarding Fee

Total Charges

Advance Deposits

Amount owed to U.S. Marshal — or

Amount of Refund

REMARKS:

9/11/84 sold property to James Conley from the Farmers Home Administration for \$22,300.00

**INSTRUCTIONS FOR SERVICE OF  
PROCESS BY THE U.S. MARSHAL**

Please type or print legibly, insuring readability of all copies. **DO NOT DETACH ANY COPIES.**

Submit one complete set of this form (USM-285) and one copy of each writ for each individual, company, corporation, etc., to be served or property to be seized or condemned. The applicable fees for such service(s) (T28, USC Sec. 1921 establishes the fees for service of process by the U.S. Marshal) may be required prior to said service.

For service of any process upon an officer or agent of the United States Government, submit a copy of the writ and a set of Form USM-285 for each officer or agent upon whom service is desired. Submit three (3) additional copies of the writs for service upon the Government of the United States. The U.S. Marshal will serve one (1) upon the U.S. Attorney and will forward two (2) to the Attorney General of the United States. (When the applicable box is checked, completion of the final signature block by the U.S. Marshal or his Deputy always certifies service on the U.S. Attorney and the Attorney General, regardless of whether other defendants on the writ were served.) Failure to provide any of the copies will delay service of the writ.

Complete all entries above the double line. Mark all applicable check boxes and use the "Special Instructions" to advise of any information that will assist the U.S. Marshal in expediting service.

If more than one writ and USM-285 is submitted on a single case, the U.S. Marshal will receipt for all of them on the first USM-285. You will receive for your records the last (No. 5) "Acknowledgment of Receipt" copy for all the USM-285 forms you submit. When the writ is served, you will receive the No. 3 Notice of Service copy. This copy will be identical to the return to the Clerk of the Court.

Upon completion of all services (if the Marshals fees were not requested or tendered in advance or if additional fees are indicated), you will receive a "Billing Statement" (copy 4 of USM-285) from the United States Marshal. (NOTE: Copy 4 should be returned, by you, to the U.S. Marshal, together with your payment of the amount owed.)

Additional supplies of the USM-285 may be obtained from the Clerk of the U.S. District Court or U.S. Marshal, without cost.

U.S. DISTRICT COURT  
CLERK

84 SEP 20 P 2:48

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff

v.

DOUGLAS W. CROOKS and  
MICHELLE E. CROOKS,

Defendants

Misc. No. 10940

(Civil Action No. 83-2067)

SCHEDULE OF DISTRIBUTION

Real property cried and sold to the United States of  
America, acting through the Farmers Home Administration, United  
States Department of Agriculture, for and in consideration of the  
sum of . . . . . \$22,300.00.

Total bid to the United States of America, acting  
through the Farmers Home Administration, United States Department  
of Agriculture, to be applied to the within judgment as above  
captioned . . . . . \$22,300.00.

Eugene V. Marzullo  
EUGENE V. MARZULLO  
United States Marshal for the  
Western District of Pennsylvania

Dated: 11/5/84

## Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-00849-CD

United States of America

Vs.

Douglas W. Crooks  
Michelle E. Crooks

**FILED**

**NOV 05 2007**



William A. Shaw  
Prothonotary/Clerk of Courts

Dear Joel B. Strauss, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,



Daniel J. Nelson  
Court Administrator

## Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-00849-CD

United States of America

Vs.

Douglas W. Crooks  
Michelle E. Crooks

Dear Douglas W. Crooks:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in cursive script, reading "Daniel J. Nelson".

Daniel J. Nelson  
Court Administrator



## Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-00849-CD

United States of America

Vs.

Douglas W. Crooks  
Michelle E. Crooks


Dear Michelle E. Crooks:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

  
Daniel J. Nelson  
Court Administrator

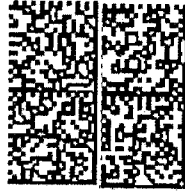
WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549

CLEARFIELD, PENNSYLVANIA 16830

FILED  
NOV 19 2007  
Prothonotary/Clerk of Courts  
William A. Shaw

Douglas W. Crooks  
Michelle E. Crooks  
898 Broad S  
Conneaut, O

016H16505405  
\$00.410  
11/05/2007  
Mailed From 16830  
US POSTAGE

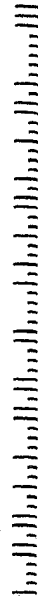


441 DE 1 00 11/17/07

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

EC: 16830054949 \*2343-18421-06-34

4403041302  
16830054949



## Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-00849-CD

United States of America

Vs.

Douglas W. Crooks  
Michelle E. Crooks

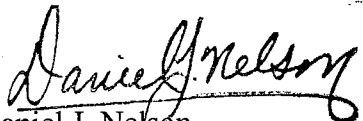
Dear Douglas W. Crooks:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

  
Daniel J. Nelson  
Court Administrator

## Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-00849-CD

United States of America

Vs.

Douglas W. Crooks  
Michelle E. Crooks


Dear Michelle E. Crooks:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

  
Daniel J. Nelson  
Court Administrator