

03-927-CD  
WASHINGTON MUTUAL BANK FA vs. LISA J. GEARHART, et al

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter on the real estate located at **854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801** as follows:

Unpaid Principal Balance	\$50,824.94
Interest	\$5,253.93
Per diem of \$9.57	
To 1/1/2004	
Late Charges	\$726.02
(\$23.42 per month to 1/1/2004)	
Escrow Deficit	\$1,306.00
Property Inspections	\$22.45
BPO Fees	\$375.00
Maintenance Fees	\$150.00
5% Attorney's Commission	\$2,541.25
<b>TOTAL WRIT</b>	<b>\$61,199.59</b>

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

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

Dated: October 17, 2003

Attached is a description of the real estate.

**FILED**

OCT 21 2003

William A. Shaw  
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF DAUPHIN

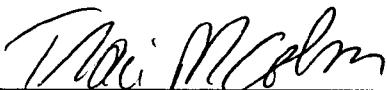
:

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

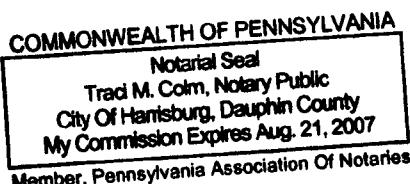
Sworn to and subscribed :

before me this 11<sup>th</sup> day :

of October 2003 :

  
Tracy M. Colm  
Notary Public

  
Leon P. Haller, Esquire



WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF DAUPHIN

:

Personally appeared before me, a Notary Public in and for said Commonwealth and County,  
**LEON P. HALLER, ESQUIRE** who being duly sworn according to law deposes and states that the  
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way  
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :

before me this 17th day :

of October 2003 :

Traci McColm  
Notary Public

LEON P. HALLER, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Traci M. Colm, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Aug. 21, 2007

Member, Pennsylvania Association Of Notaries

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801**:

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

LISA J. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

DANNY L. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

3. Name and address of every judgment creditor whose judgment is a **record lien** on the real property to be sold: **UNKNOWN**

4. Name and address of last recorded **holder of every mortgage** of record:

**PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):**

Associates Consumer Discount Company  
250 East Carpenter Freeway  
Irving, TX 75062

5. Name and address of every other person who has any **record lien** on the property:  
**UNKNOWN**

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

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

Tenants if any . . .

Tenant/Occupant  
854 Treasure Lake  
Dubois, PA 15801

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

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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

  
Leon P. Haller PA I.D. #15700  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

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

Washington Mutual Bank, FA

C.C.

Vs.

NO.: 2003-00927-CD

Lisa J. Gearhart and Danny L. Gearhart

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK FA, Plaintiff(s) from LISA J. GEARHART and DANNY L. GEARHART, Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE:	<b>\$61,199.59</b>	PAID:	<b>\$132.00</b>
INTEREST per diem of \$9.57 to 1/1/2004:	<b>\$5,253.93</b>	SHERIFF: \$	
LATE CHARGES (\$23.42 per month to 1/1/2004):	<b>\$726.02</b>	OTHER COSTS: \$	
PROTH. COSTS: \$		5% ATTY'S COMMISSION:	<b>\$2,541.25</b>
MAINTENANCE FEES:	<b>\$150.00</b>	ESCROW DEFICIT:	<b>\$1,306.00</b>
DATE: 10/21/2003		PROPERTY INSPECTIONS:	<b>\$22.45</b>
		BPO FEES:	<b>\$375.00</b>

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

ALL THAT CERTAIN tract of land designated as Lot No. 33, Section No. 7 "New Providence" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds office on Misc Docket Map File No. 24. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 854 TREASURE LAKE,  
DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH John D. Dempsey and Linda M. Dempsey, by Deed dated 3/25/87 and recorded 4/6/87 in Clearfield County Deed Book 1149, Page 355, granted and conveyed unto Lisa J. Gearhart.

Assessment #128-C02-007-33-21

WASHINGTON MUTUAL BANK, FA  
Plaintiff

vs.

LISA J. GEARHART AND  
DANNY L. GEARHART  
Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-927-CD

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

NOTICE

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

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

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

A V I S O

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

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

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

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

**FILED**

JUN 24 2003

William A. Shaw  
Prothonotary

WASHINGTON MUTUAL BANK, FA,  
Plaintiff

vs.

LISA J. GEARHART AND  
DANNY L. GEARHART,

Defendants

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

:  
: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

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

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

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

WASHINGTON MUTUAL BANK, FA, Plaintiff	: IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
vs.	: : CIVIL ACTION - LAW
LISA J. GEARHART AND DANNY L. GEARHART, Defendants	: : ACTION OF MORTGAGE FORECLOSURE : :

### COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WASHINGTON MUTUAL BANK, FA, is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, LISA J. GEARHART, is an adult individual whose last known address is 854 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, DANNY L. GEARHART, is an adult individual whose last known address is 854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801.
3. On or about, October 12, 2001, the said Defendants executed and delivered a Mortgage Note in the sum of \$52,529.00. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendant. Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to WASHINGTON MUTUAL BANK, FA and will be sent for recording. The said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on September 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$50,824.94
Interest at \$9.57 per day From 08/01/2002 To 07/01/2003 ( based on contract rate of 6.875%)	\$3,493.05
Accumulated Late Charges	\$163.94
Late Charges \$23.42 From 09/01/2002 to 07/01/2003	\$281.04
Escrow Balance	\$0.00
Attorney's Fee at 5% of Principal Balance	\$2,541.25
<b>TOTAL</b>	\$57,304.22

\*\*Together with interest at the per diem rate noted above after July 01, 2003 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act. No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 6.875% (\$9.57 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

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

COMPANY NAME: WASHINGTON MUTUAL BANK, FA

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated JUNE 19, 2003

By Dean

Title Dean LaRocha Att. Asst. Secretary

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

WASHINGTON MUTUAL BANK

VS.

GEARHART, LISA J. & DANNY L.

Sheriff Docket # 14226

03-927-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JULY 24, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DANNY L. GEARHART, LISA J. GEARHART and TENANT/OCCUPANT, DEFENDANTS AT 854 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.

---

**Return Costs**

Cost	Description
42.68	SHERIFF HAWKINS PAID BY: ATTY CK# 74588
30.00	SURCHARGE PAID BY: ATTY CK# 74589

---

**Sworn to Before Me This**

25<sup>th</sup> Day Of July 2003  
William A. Shaw

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

**So Answers,**

Chester A. Hawkins  
My Deputy Sheriff  
Chester A. Hawkins  
Sheriff

**FILED**

0 3:47-08

JUL 25 2003

*E. K. S.*

William A. Shaw  
Prothonotary

WASHINGTON MUTUAL BANK, FA  
Plaintiff

vs.

LISA J. GEARHART AND  
DANNY L. GEARHART

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-927-4

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
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NOTICE

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AVISO

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CLEARFIELD, PA 16830  
814-765-2641 \*5982

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

JUN 24 2003

Attest.

*William L. Chen*  
Prothonotary/  
Clerk of Courts

WASHINGTON MUTUAL BANK, FA,	: IN THE COURT OF COMMON PLEAS
Plaintiff	: CLEARFIELD COUNTY, PENNSYLVANIA
vs.	: :
LISA J. GEARHART AND	: CIVIL ACTION LAW
DANNY L. GEARHART,	: ACTION OF MORTGAGE FORECLOSURE
Defendants	: : :

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

WASHINGTON MUTUAL BANK, FA, : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
LISA J. GEARHART AND : CIVIL ACTION - LAW  
DANNY L. GEARHART, : ACTION OF MORTGAGE FORECLOSURE  
Defendants :  
:

**COMPLAINT IN MORTGAGE FORECLOSURE**

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<b>TOTAL</b>	<b>\$57,304.22</b>

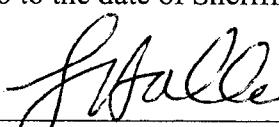
\*\*Together with interest at the per diem rate noted above after July 01, 2003 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act. No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 6.875% (\$9.57 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

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

COMPANY NAME: WASHINGTON MUTUAL BANK, FA

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated JUNE 19, 2003

By Dean

Title Dean LaRocha Att. Asst. Secretary

WASHINGTON MUTUAL BANK, FA  
Plaintiff

vs.

LISA J. GEARHART AND  
DANNY L. GEARHART

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-927-40

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

NOTICE

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

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CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

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

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

JUN 24 2003

Attest.

*William L. Ober*  
Prothonotary/  
Clerk of Courts

WASHINGTON MUTUAL BANK, FA, Plaintiff	: IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:
LISA J. GEARHART AND DANNY L. GEARHART, Defendants	: CIVIL ACTION LAW ACTION OF MORTGAGE FORECLOSURE
	:
	:
	:

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

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

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

WASHINGTON MUTUAL BANK, FA, : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
: CIVIL ACTION - LAW  
LISA J. GEARHART AND : ACTION OF MORTGAGE FORECLOSURE  
DANNY L. GEARHART, :  
Defendants :  
:

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WASHINGTON MUTUAL BANK, FA, is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, LISA J. GEARHART, is an adult individual whose last known address is 854 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, DANNY L. GEARHART, is an adult individual whose last known address is 854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801.
3. On or about, October 12, 2001, the said Defendants executed and delivered a Mortgage Note in the sum of \$52,529.00. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendant. Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to WASHINGTON MUTUAL BANK, FA and will be sent for recording. The said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on September 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$50,824.94
Interest at \$9.57 per day From 08/01/2002 To 07/01/2003 ( based on contract rate of 6.875%)	\$3,493.05
Accumulated Late Charges	\$163.94
Late Charges \$23.42 From 09/01/2002 to 07/01/2003	\$281.04
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Attorney's Fee at 5% of Principal Balance	\$2,541.25
<b>TOTAL</b>	<b>\$57,304.22</b>

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8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act. No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 6.875% (\$9.57 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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COMPANY NAME: WASHINGTON MUTUAL BANK, FA

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By Dean

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Plaintiff

vs.

LISA J. GEARHART AND  
DANNY L. GEARHART

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-927-C0

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JUN 24 2003

Attest.



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Clerk of Courts

WASHINGTON MUTUAL BANK, FA, Plaintiff	: IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:
LISA J. GEARHART AND DANNY L. GEARHART, Defendants	: CIVIL ACTION LAW ACTION OF MORTGAGE FORECLOSURE
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Attorney I.D.# 15700  
Attorney for Plaintiff

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vs. Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
LISA J. GEARHART AND :  
DANNY L. GEARHART, : CIVIL ACTION - LAW  
Defendants : ACTION OF MORTGAGE FORECLOSURE

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By: 

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By Dean

Title Dean LaRocha Att. Asst. Secretary

WASHINGTON MUTUAL BANK, FA  
*Plaintiff*

vs.

LISA J. GEARHART AND  
DANNY L. GEARHART

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-927-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

**DATE: August 19, 2003**

PURCELL, KRUG, & HALLER

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

**FILED**

AUG 20 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

**WASHINGTON MUTUAL BANK**

**VS.**

**GEARHART, LISA J. & DANNY L.**

**Sheriff Docket #** 14226

**03-927-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW AUGUST 29, 2003 AT 10:36 AM SERVED THE WITHIN COMPLAINTIN MORTGAGE FORECLOSURE ON DANNY L. GEARHART, DEFENDANT AT RESIDENCE, 112 E. SECOND AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ASHLEY GEARHART, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: MCCLEARY/NEVLING

NOW AUGUST 29, 2003 AT 10:36 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANNY L. GEARHART, DEFENANT (858 Treasure Lake, Dubois, Pa.. Address) AT RESIDENCE, 112 E. SECOND AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ASHLEY GEARHART, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLNIG

NOW AUGUST 29, 2003 AT 10:36 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LISA J. GEARHART, DEFENDANT AT RESIDENCE, 112 E. SECOND AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ASHLEY GEARHART, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING/MCCLEARY

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SERVED BY: MCCLEARY/NEVLING.

**Return Costs**

<b>Cost</b>	<b>Description</b>
40.68	SHERIFF HAWKINS PAID BY: ATT CK# 78183
40.00	SURCHARGE PAID BY: ATTY CK# 78184

**FILED**

0 3:14 PM  
SEP 18 2003

*8/10*

**William A. Shaw**  
**Prothonotary**

**Sworn to Before Me This**

18 Day of Sept 2003  
William A. Shaw

**So Answers,**

*Chester A. Hawkins  
by Marlyn F. Farn*  
**Chester A. Hawkins**  
**Sheriff**



WASHINGTON MUTUAL BANK, FA  
Plaintiff

vs.

LISA J. GEARHART AND  
DANNY L. GEARHART

Defendants

IN THE COURT OF COMMON PLEAS  
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CIVIL ACTION - LAW

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03-927-CD

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CLEARFIELD, PA 16830  
814-765-2641 \*5982

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

8-20-03 Document  
Reinstated/Released to Sheriff/Attorney  
for service.

Willie L. Gearhart  
Deputy Prothonotary

JUN 24 2003

Attest.

*William L. Gearhart*

Prothonotary/  
Clerk of Courts

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

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

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

WASHINGTON MUTUAL BANK, FA, : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
: CIVIL ACTION - LAW  
LISA J. GEARHART AND : ACTION OF MORTGAGE FORECLOSURE  
DANNY L. GEARHART, :  
Defendants :  
:

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WASHINGTON MUTUAL BANK, FA, is a Corporation, with an address of P.O. BOX 1169, DEPT. 2665 MILWAUKEE, WISCONSIN 53201.
2. Defendant, LISA J. GEARHART, is an adult individual whose last known address is 854 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, DANNY L. GEARHART, is an adult individual whose last known address is 854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801.
3. On or about, October 12, 2001, the said Defendants executed and delivered a Mortgage Note in the sum of \$52,529.00. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendant. Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to WASHINGTON MUTUAL BANK, FA and will be sent for recording. The said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on September 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$50,824.94
Interest at \$9.57 per day From 08/01/2002 To 07/01/2003 ( based on contract rate of 6.875%)	\$3,493.05
Accumulated Late Charges	\$163.94
Late Charges \$23.42 From 09/01/2002 to 07/01/2003	\$281.04
Escrow Balance	\$0.00
Attorney's Fee at 5% of Principal Balance	\$2,541.25
<b>TOTAL</b>	<b>\$57,304.22</b>

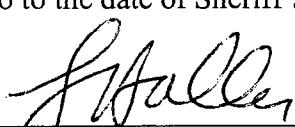
\*\*Together with interest at the per diem rate noted above after July 01, 2003 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act. No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 6.875% (\$9.57 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

---

**PURCELL, KRUG & HALLER**

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

COMPANY NAME: WASHINGTON MUTUAL BANK, FA

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated JUNE 19, 2003

By Dean

Title Dean LaRocha Att. Asst. Secretary

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

**P R A E C I P E**

**TO THE PROTHONOTARY OF THE WITHIN COUNTY:**

Please enter **JUDGMENT** in rem in favor of the Plaintiff and against Defendant(s) **LISA J.**

**GEARHART AND DANNY L. GEARHART** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$50,824.94
Interest	\$3,493.05
Per diem of \$9.57	
From 08/01/2002	
To 07/01/2003	
Accumulated Late Charges	\$163.94
Late Charges	\$281.04
(\$23.42 per month to 07/01/2003)	
5% Attorney's Commission	\$2,541.25
<b>TOTAL</b>	<b>\$57,304.22</b>

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

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**FILED**

**OCT 21 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

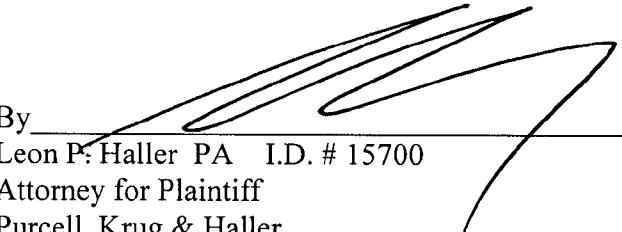
CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on September 23, 2003 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

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

WASHINGTON MUTUAL BANK, FA,  
Plaintiff

VS.

LISA J. GEARHART AND  
DANNY L. GEARHART  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-927-CD

CIVIL ACTION LAW  
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **September 23, 2003**

**TO:**

LISA J. GEARHART  
112 E. SECOND AVENUE  
DUBOIS, PA 15801

DANNY L. GEARHART  
112 3. SECOND AVENUE  
DUBOIS, PA 15801

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

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

PURCELL, KRUG & HALLER

By LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on October 21, 2003 the following judgment has been entered against you in the above-captioned matter:

**\$57,304.22 and for the sale and foreclosure of your property located at: 854 TREASURE LAKE DUBOIS, PENNSYLVANIA 15801**

Dated: October 17, 2003

---

PROTHONOTARY

Attorney for Plaintiff:

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

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

LISA J. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

DANNY L. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

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

Washington Mutual Bank FA  
Plaintiff(s)

No.: 2003-00927-CD

Real Debt: \$57,304.22

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lisa J. Gearhart

Entry: \$20.00

Danny L. Gearhart

Defendant(s)

Instrument: In Rem Judgment

Date of Entry: October 21, 2003

Expires: October 21, 2008

Certified from the record this 21st day of October, 2003.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 12-1-03, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

LISA J. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

DANNY L. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

Associates Consumer Discount Company  
250 East Carpenter Freeway  
Irving, TX 75062

Tenant/Occupant  
854 Treasure Lake  
Dubois, PA 15801

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

**FILED**

FEB 03 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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



LAW OFFICES

*Purcell, Krug & Haller*

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

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

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

LISA J. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

DANNY L. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

Associates Consumer Discount Company  
250 East Carpenter Freeway  
Irving, TX 75062

Tenant/Occupant  
854 Treasure Lake  
Dubois, PA 15801

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

**NOTICE IS HEREBY GIVEN** to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

**YOU ARE HEREBY NOTIFIED** that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

**YOU ARE FURTHER NOTIFIED** that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By:

Leon P. Haller PA I.D.15700  
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA,  
PLAINTIFF

VS.

LISA J. GEARHART AND DANNY L. GEARHART,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-927-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1**

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **January 09, 2004**

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

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

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

THE LOCATION of your property to be sold is:

**854 TREASURE LAKE  
DUBOIS, PENNSYLVANIA 15801**

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

**No. 03-927-CD**

**JUDGMENT AMOUNT \$57,304.22**

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

**LISA J. GEARHART AND DANNY L. GEARHART**

**A SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (**for example, to banks that hold mortgages and municipalities that are owed taxes**) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.**

**IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.**

**IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT**

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR  
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET  
FREE LEGAL ADVICE:**

**Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 (Ext. 5982)**

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

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

ALL THAT CERTAIN tract of land designated as Lot No. 33, Section No. 7 "New Providence" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds office on Misc Docket Map File No. 24. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 854 TREASURE LAKE,  
DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH John D. Dempsey and Linda M. Dempsey, by Deed dated 3/25/87 and recorded 4/6/87 in Clearfield County Deed Book 1149, Page 355, granted and conveyed unto Lisa J. Gearhart.

Assessment #128-C02-007-33-21

WASHINGTON MUTUAL BANK, FA v. LISA J. GEARHART DANNY L. GEARHART  
Clearfield County Sale

1/9/04

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

LISA J. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

Postmark:

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

DANNY L. GEARHART  
112 EAST SECOND AVENUE  
DUBOIS, PA 15801

Postmark:



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

Received from:

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

Postage:

One piece of ordinary mail addressed to:

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

Postmark:

WASHINGTON MUTUAL BANK, FA v. LISA J. GEARHART DANNY L. GEARHART  
Clearfield County Sale

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

Received from:

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

Postage:

One piece of ordinary mail addressed to:  
Associates Consumer Discount Company  
250 East Carpenter Freeway  
Irving, TX 75062

Postmark:

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

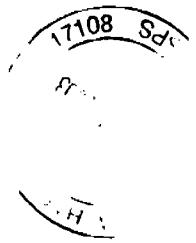
Received from:

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

Postage:

One piece of ordinary mail addressed to:  
Tenant/Occupant  
854 Treasure Lake  
Dubois, PA 15801

Postmark:



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14822

WASHINGTON MUTUAL BANK, FA

03-927-CD

VS.

GEARHART, DANNY L.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

**NOW, DECEMBER 15, 2004, @ 2:10 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF JANUARY 9, 2004 WAS SET.**

**NOW, DECEMBER 15, 2003 @ 2:54 P.M. O'CLOCK SERVED DANNY L. GEARHART, DEFENDANT, AT HIS RESIDENCE 112 EAST SECOND AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANNY L. GEARHART, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, DECEMBER 15, 2003 @ 2:54 P.M. O'CLOCK SERVED LISA J. GEARHART, DEFENDANT, AT HER RESIDENCE 112 EAST SECOND AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANIDNG TO LISA J. GEARHART, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JANUARY 8, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE FOR JANUARY 9, 2004 TO FEBRUARY 6, 2004.**

**NOW, FEBRUARY 6, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**FILED**

JUN 04 2004  
6/13/04  
William A. Shaw  
Prothonotary, Clerk of Courts  
AUC 5:00 PM  
7/6/04

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

**Sheriff Docket # 14822**

**WASHINGTON MUTUAL BANK, FA**

**03-927-CD**

**VS.**

**GEARHART, DANNY L.**

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, FEBRUARY 17, 2004 BILLED THE ATTORNEY FOR ADDITIONAL COSTS DUE.**

**NOW, APRIL 8, 2004 RECEIVED CHECK #91595 FROM THE ATTORNEY FOR COSTS DUE.**

**NOW, JUNE 3, 2004 PAID COSTS FROM THE ADVANCE AND ADDITIONAL CHECK FROM THE ATTORNEY.**

**NOW, JUNE 4, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, JUNE 4, 2004 A DEED WAS FILED.**

**SHERIFF HAWKINS      \$227.80**

**SURCHARGE            \$40.00**

**PAID BY ATTORNEY**

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14822

WASHINGTON MUTUAL BANK, FA

03-927-CD

VS.

GEARHART, DANNY L.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

---

Sworn to Before Me This

So Answers,

4 Day On June 2004  
Chester A. Hawkins

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

*Chester A. Hawkins*  
By *Cynthia Butten-Coughlin*  
Chester A. Hawkins  
Sheriff

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

Washington Mutual Bank, FA

Vs.

NO.: 2003-00927-CD

Lisa J. Gearhart and Danny L. Gearhart

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK FA, Plaintiff(s) from LISA J. GEARHART and DANNY L. GEARHART, Defendant(s):

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

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

Garnishee(s) as follows:

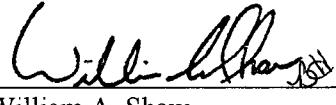
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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

AMOUNT DUE:	<b>\$61,199.59</b>	PAID:	<b>\$132.00</b>
INTEREST per diem of		SHERIFF: \$	
\$9.57 to 1/1/2004:	<b>\$5,253.93</b>	OTHER COSTS: \$	
LATE CHARGES (\$23.42 per		5% ATTY'S COMMISSION:	<b>\$2,541.25</b>
month to 1/1/2004):	<b>\$726.02</b>	ESCROW DEFICIT:	<b>\$1,306.00</b>
PROTH. COSTS: \$		PROPERTY INSPECTIONS:	<b>\$22.45</b>
MAINTENANCE FEES:	<b>\$150.00</b>	BPO FEES:	<b>\$375.00</b>
DATE: 10/21/2003			

Received this writ this 21st day  
of October A.D. 2003  
At 2:30 A.M./P.M.

Chester A. Hawkins  
Sheriff by Cynthia Butter-Augustaugh

  
\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

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

ALL THAT CERTAIN tract of land designated as Lot No. 33, Section No. 7 "New Providence" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds office on Misc Docket Map File No. 24. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 854 TREASURE LAKE,  
DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH John D. Dempsey and Linda M. Dempsey, by Deed dated 3/25/87 and recorded 4/6/87 in Clearfield County Deed Book 1149, Page 355, granted and conveyed unto Lisa J. Gearhart.

Assessment #128-C02-007-33-21

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      GEARHART      NO.      03-927-CD

NOW,      February 6, 2004      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      6TH      day of      FEBRUARY 2004, I exposed the within described real estate of      LISA J. GEARHART AND DANNY L. GEARHART to public venue or outcry at which time and place I sold the same to      WASHINGTON MUTUAL BANK, FA he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	13.68
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>227.80</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	50,824.94
INTEREST	5,253.93
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	726.02
COST OF SUIT -TO BE ADDED	547.45
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	2,541.25
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,306.00
<b>TOTAL DEBT &amp; INTEREST</b>	<b>61,199.59</b>
<b>COSTS:</b>	
ADVERTISING	305.55
TAXES - collector	RETURNED
TAXES - tax claim	MAY
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	227.80
LEGAL JOURNAL AD	171.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>3,461.47</b>

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

CHESTER A. HAWKINS, Sheriff

• PURCELL, KRUG & HALLER  
• 1719 N. FRONT STREET  
• HARRISBURG, PA 17102  
• PH: 717-234-4178 X 126  
• FAX: 717-234-1206

## fax transmittal

**To: SHERIFF'S OFFICE**

Clearfield County Sheriff  
230 E. Market St.  
Clearfield, PA 16830

**Fax: 814-765-5915**

**Phone: 814-765-2641, Ext. 5989**

**Re: SHERIFFS SALE**

**LISA J. GEARHART  
DANNY L. GEARHART**

03-927-CD

**X Urgent**    **For Review**    **Please Comment**    **Please Reply**    **Please Recycle**

**Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 01/09/04 TO THE  
NEXT SALE DATE OF 02/06/04 DUE TO LATE SERVICE OD THE DEFENDANT.**

**IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER  
IMMEDIATELY.**