

03-1113-C2  
MORTGAGE ELECTRONIC REGISTRATION vs. WAYNE C. COOLEY, et al

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC c/o Washington Mutual Bank, FA  
P.O. Box 1169  
Milwaukee, WI 53224

Plaintiff

vs.

WAYNE C. COOLEY AND  
TINA M. COOLEY

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-1113-40

**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.

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

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

**FILED**

JUL 31 2003

William A. Shaw  
Prothonotary

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC c/o Washington Mutual Bank, FA  
P.O. Box 1169  
Milwaukee, WI 53224

Plaintiff

vs.

WAYNE C. COOLEY AND  
TINA M. COOLEY,

Defendants

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

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

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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC c/o Washington Mutual Bank, FA  
P.O. Box 1169  
Milwaukee, WI 53224

Plaintiff

vs.

WAYNE C. COOLEY AND  
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Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
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### **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., herein after referred to as MERS, is the owner of legal title to the Mortgage subject to the Mortgage to this action and nominee for Washington Mutual bank, FA which is the owner of the entire beneficial interest in the Mortgage, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, WAYNE C. COOLEY, is an adult individual, whose last known address is 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, TINA M. COOLEY, is an adult individual, whose last known address is 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, December 08, 2001, the said Defendants, executed and delivered a Mortgage Note in the sum of \$70,108.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 20011930 conveying to original Mortgagee the subject premises. Mortgage Electronic Registration Systems, Inc.

is acting solely as nominee for Washington Mutual Bank, FA its Successors and Assigns. The Said Mortgage is attached hereto as Exhibit "B".

5. The land subject to the Mortgage is: 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "C" attached hereto.
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 April 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$68,916.75
Interest at \$12.27 per day From 03/01/2003 To 08/01/2003 ( based on contract rate of 6.500%)	\$2,257.67
Accumulated Late Charges	\$116.15
Late Charges \$23.23 From 04/01/2003 to 08/01/2003	\$139.38
Escrow Balance	\$73.56
Attorney's Fee at 5% of Principal Balance	\$3,445.84
TOTAL	<hr/> \$74,949.35

\*\*Together with interest at the per diem rate noted above after August 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. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 6.500% (\$12.27 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)

NFMS  
A33  
Multistate

4988474-883  
MIN:1000541-3006187063-1

## NOTE

PHA Case No.  
442-2258023-703

DECEMBER 08, 2001

(Date)

418 W. WASHINGTON AVENUE, DUBOIS, PA 15801

(Property Address)

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means NORTH AMERICAN MORTGAGE COMPANY

and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SEVENTY THOUSAND ONE HUNDRED EIGHT AND 00/100

Dollars (U.S. \$ 70,108.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND 50/100 percent ( 6.500 %) per year until the full amount of principal has been paid.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 01, 2002. Any principal and interest remaining on the first day of JANUARY 2002, will be due on that date, which is called the "Maturity Date."

#### (B) Place

Payment shall be made at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at such place as Lender may designate in writing by notice to Borrower.

#### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 443.14. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

#### (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box)

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other (specify)

### 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If

PHA Multistate Fixed Rate Note - 1095  
- 1R 109511

VMP MORTGAGE FORMS - (2001) 21-721

Page 1 of 2

Initials: *[Signature]*

TMC ✓



Exhibit "A"

Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

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

##### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.0 %) of the overdue amount of each payment.

##### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

##### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

#### 7. WAIVERS

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

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

#### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

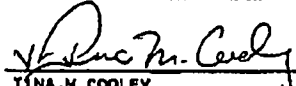
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who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

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

  
WAYNE C COOLEY

(Seal)

-Borrower

  
TINA M COOLEY

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower



Certified  
True & Correct  
*Mad*

WHEN RECORDED MAIL TO:  
NORTH AMERICAN MORTGAGE COMPANY  
P.O. BOX 808031  
PETALUMA, CA 94975-8031  
FINAL REVIEW AU 052  
Parcel Number:

(Space Above This Line For Recording Data)

Commonwealth of Pennsylvania

FPA1  
A55

## MORTGAGE

FHA Case No.  
442-2258023-703

MIN

1000541-3000187083-1

4988474-883

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 6TH, 2001  
The Mortgagor is WAYNE C COOLEY AND, TINA M COOLEY

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

NORTH AMERICAN MORTGAGE COMPANY

("Lender") is organized and existing under the laws of DELAWARE

has an address of 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

Borrower owes Lender the principal sum of  
SEVENTY THOUSAND ONE HUNDRED EIGHT AND 00/100  
Dollars (U.S. \$ 70,108.00 ).

FHA Pennsylvania Mortgage with MERS - 4/96

VMP-4N(PA) 101021

Amended 2/01

Page 1 of 9

Initials: *MC*

VMP MORTGAGE FORMS - (800)521-7251

*TMC* ✓



Exhibit "B"

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2032.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in

CLEARFIELD

County, Pennsylvania:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT  
AND IS MADE A PART HEREOF.

which has the address of 418 W. WASHINGTON AVENUE

(Street)

DUBOIS

(City), Pennsylvania 15801

(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property; (b) leasehold payments or ground rents on the Property; and (c) premiums for insurance required under paragraph 4, in any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2631 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements

Initials: *[Signature]*

*TMC*

on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property;** Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure

to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums

secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and assigns of Lender be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

Includin: 

TMC 

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act.

FPA2

Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

☐ Condominium Rider

☐ Growing Equity Rider

☐ Other (specify)

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

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

Witnesses:

*Kathy A. Kura*

*Wayne C. Cooley* (Seal)  
-Borrower

*as to back*

*Wayne C. Cooley* (Seal)  
-Borrower

TINA M COOLEY

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

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

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

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

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

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



Certificate of Residence

I, Kathy A Keirn, do hereby  
certify that the correct address of the within-named Lender is 3883 AIRWAY DRIVE, SANTA  
ROSA, CA 95403

Witness my hand this 6th day of December, 2001

Kathy A Keirn  
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

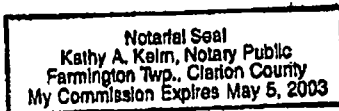
CLEARFIELD

County ss:

On this, \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned  
officer, personally appeared WAYNE C COOLEY, TINA M COOLEY

known to me (or satisfactorily proven) to be the  
persons whose names ARE subscribed to the within instrument and acknowledged that  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: 5-5-03



Kathy A Keirn  
Notary Public  
Title of Officer

WC ✓

TMC ✓

File No. GLO198-206

**LEGAL DESCRIPTION**

THAT CERTAIN lot or piece of land situate in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the corner of Shaffer Alley and West Washington Avenue in the said City of Du Bois; thence North 62 1/2 degrees West eighty-one (81) feet to a post; thence North 27 1/2 degrees East sixty (60) feet to a lot now of A.G. Leonardson; thence South 62 1/2 degrees East, along A.G. Leonardson lot, eighty-one (81) feet to Shaffer Alley; thence along Shaffer Alley South 27 1/2 degrees West, sixty (60) feet to the place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

BEING the same premises which Lawrence C. Kenawell and Jeanne A.G. Kenawell, his wife by their Deed dated February 17, 2000 and Recorded on March 1, 2000 in the Office for the Recorder of Deeds in and for Clearfield County at Instrument Number 200002697, granted and conveyed unto Wayne C. Cooley and Tina M. Cooley, husband and wife.

Exhibit "C"

COMPANY NAME: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH  
WASHINGTON MUTUAL BANK, FA HOLDER OF THE ENTIRE BENEFICIAL  
INTEREST IN THE MORTGAGE

**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 JULY 30, 2003

By Dean

Title Dean LaRocha Att. Asst. Secretary

FILED

85-00  
M 12:06 PM JUL 31 2003  
PCL 85-00  
3 CL 85-00  
JUL 31 2003  
JUL 31 2003

William A. Shaw  
Prothonotary

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS

Sheriff Docket #

14378

VS.

03-1113-CD

COOLEY, WAYNE C. AND TINA M.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW AUGUST 6, 2003 AT 10:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TINA M. COOLEY, DEFENDANT AT RESIDENCE, 418 W. WASHINGTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA M. COOLEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

NOW AUGUST 6, 2003 AT 10:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WAYNE C. COOLEY, DEFENDANT AT RESIDENCE, 418 W. WASHINGTON AVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA COLLEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

NOW AUGUST 6, 2003 AT 10:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCUPANT/TENANT AT 418 W. WASHINGTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA COLLEY, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

**Return Costs**

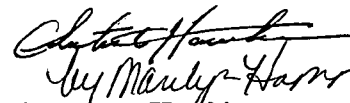
Cost	Description
43.68	SHERIFF HAWKINS PAID BY: ATTY CK# 76718
30.00	SURCHARGE PAID BY: ATTY CK# 76719

Sworn to Before Me This

19 Day Of Sept - 2003

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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

SEP 19 2003

William A. Shaw  
Prothonotary/Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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) **WAYNE C. COOLEY AND TINA M. COOLEY** 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	\$68,916.75
Interest	\$2,257.67
Per diem of \$12.27	
From 03/01/2003	
To 08/01/2003	
Accumulated Late Charges	\$116.15
Late Charges	\$139.38
(\$23.23 per month to	
08/01/2003)	
Escrow Deficit	\$73.56
5% Attorney's Commission	\$3,445.84
<b>TOTAL</b>	<b>\$74,949.35</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

FILED Notice to Def.

7/11/2003 Statement to Atty

OCT 21 2003 Atty Jd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts  
WAS

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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



MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., c/o  
Washington Mutual Bank, FA  
P.O. Box 1169  
Milwaukee, WI 53224

Plaintiff

VS.

WAYNE C. COOLEY AND  
TINA M. COOLEY

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-1113-CD

CIVIL ACTION LAW  
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE:  
SEPTEMBER 23, 2003

**TO:**

WAYNE C. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

TINA M. COOLEY  
418 W. WASHINGTON 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

COPY

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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:

**\$74,949.35** and for the sale and foreclosure of your property located at: **418 W.  
WASHINGTON AVENUE 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

WAYNE C. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

TINA M. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

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

COPY

Mortgage Electronic Registration Systems, Inc.  
Plaintiff(s)

No.: 2003-01113-CD

Real Debt: \$74,949.35

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Wayne C. Cooley  
Tina M. Cooley  
Defendant(s)

Entry: \$20.00

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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-CD

IN MORTGAGE FORECLOSURE

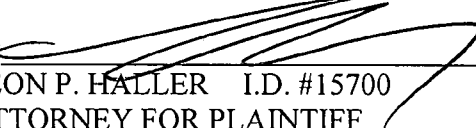
PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter on the real estate located at **418 W.  
WASHINGTON AVENUE DUBOIS, PENNSYLVANIA 15801** as follows:

Unpaid Principal Balance	\$68,916.75
Interest	\$4,134.98
Per diem of \$12.27 To 1/1/2004	
Late Charges (\$23.23 per month to 1/1/2004)	\$418.14
Escrow Deficit	\$737.24
Property Inspections	\$32.25
5% Attorney's Commission	\$3,445.84
<b>TOTAL WRIT</b>	<b>\$77,685.20</b>

*Prothonotary Costs 125.50*  
\*\*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

FILED

1000 Leavitts

M 11 14 2003

to SHsf

OCT 21 2003

Atty pd. 20.00

William A. Shaw

Prothonotary/Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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 Mortgage in the above case is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C.A. Section 707 1715z11) and therefore does not fall within the provisions of PA Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program).

Sworn to and subscribed :

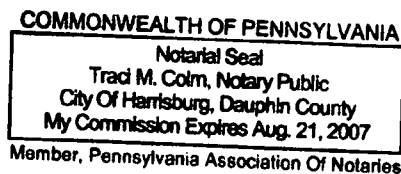
before me this 17<sup>th</sup> day :

of October 2003 :



Notary Public

  
LEON P. HALLER, ESQUIRE



MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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 :

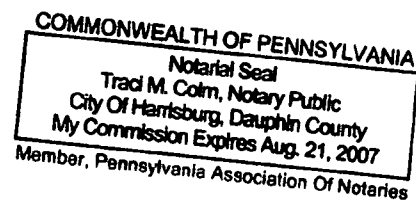
before me this 17<sup>th</sup> day :

of October 20 03 :



Notary Public

  
LEON P. HALLER, ESQUIRE



MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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 **418 W. WASHINGTON AVENUE DUBOIS, PENNSYLVANIA 15801:**

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

WAYNE C. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

TINA M. COOLEY  
418 W. WASHINGTON 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):**

Clearfield Bank & Trust Company  
91 Beaver Drive  
DuBois, PA 15801

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**

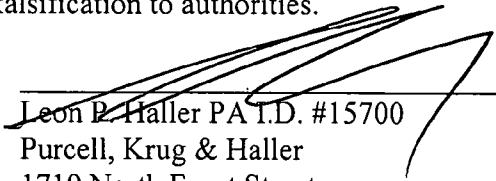
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

Tenants if any . . .

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 T.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**

Mortgage Electronic Registration Systems, Inc.,  
c/o Washington Mutual Bank, F.A.

COPY

Vs.

NO.: 2003-01113-CD

Wayne C. Cooley and Tina M. Cooley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., c/o Washington Mutual Bank, F.A., Plaintiff(s) from WAYNE C. COOLEY and TINA M. COOLEY, Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: **\$77,685.20**  
INTEREST per diem of **\$4,134.98**  
\$12.27 to 1/1/2004:  
PROTH. COSTS: \$  
ESCROW DEFICIT: **\$737.24**  
5% ATTORNEY'S COMMISSION: **\$3,445.84**  
ATTY'S COMM: \$  
DATE: 10/21/2003

PAID: **\$125.50**  
SHERIFF: \$  
LATE CHARGES (\$23.23 per **\$418.14**  
month to 1/1/2004):  
OTHER COSTS: \$  
PROPERTY INSPECTIONS: **\$32.25**

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

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

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

\_\_\_\_\_  
Sheriff

ALL THAT CERTAIN lot or piece of ground situate in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the corner of Shaffer Alley and West Washington Avenue in the said City of Du Bois; thence North 62-1/2 degrees West eighty-one (81) feet to a post; thence North 27-1/2 degrees East sixty (60) feet to a lot now of A.G. Leonardson; thence South 62-1/2 degrees East, along A. G. Leonardson lot, eighty-one (81) feet to Shaffer Alley; thence along Shaffer Alley South 27-1/2 degrees West, sixty (60) feet to the place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH Lawrence C. Kenawell and Jeanne A.G. Kennawell, by Deed dated 2/17/00 and recorded 3/1/00 as Clearfield County Instrument Number 200002697, granted and conveyed unto Wayne C. Cooley and Tina M. Cooley.

Assessment # 7.1-002-354B

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-CD

IN MORTGAGE FORECLOSURE

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

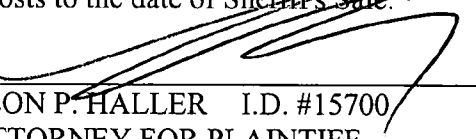
**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter on the real estate located at **418 W.  
WASHINGTON AVENUE DUBOIS, PENNSYLVANIA 15801** as follows:

Unpaid Principal Balance	\$68,916.75
Interest	\$5,607.38
Per diem of \$12.27 To 5/1/04	
Late Charges (\$23.23 per month to 5/1/04)	\$534.29
Escrow Deficit	\$1,500.00

5% Attorney's Commission	\$3,445.84
<b>TOTAL WRIT</b>	<b>\$80,004.26</b>

*145.50 Prothonotary costs*  
\*\*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: January 23, 2004

Attached is a description of the real estate.

**FILED**

**JAN 28 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

1cc sh#

~~7/3/04~~  
JAN 28 2004

w/lewis and prep. descr.

William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y pd. 20.00

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

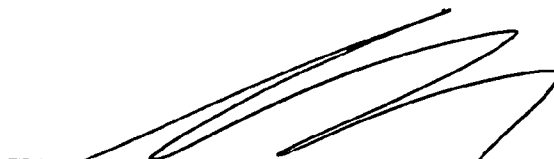
COUNTY OF DAUPHIN :

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.

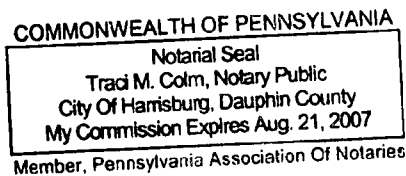
Sworn to and subscribed :

before me this 23<sup>rd</sup> day :

of January 2004 :

  
LEON P. HALLER, ESQUIRE

  
Notary Public



MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

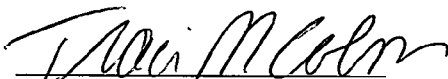
COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Mortgage in the above case is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C.A. Section 707 1715z11) and therefore does not fall within the provisions of PA Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program).

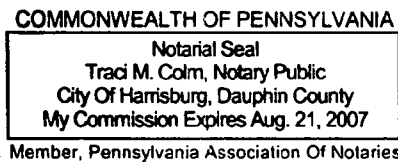
Sworn to and subscribed :

before me this 23<sup>rd</sup> day :

of January 2004 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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 **418 W. WASHINGTON AVENUE DUBOIS, PENNSYLVANIA 15801:**

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

WAYNE C. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

TINA M. COOLEY  
418 W. WASHINGTON 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):**

Clearfield Bank & Trust Company  
91 Beaver Drive  
DuBois, PA 15801

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**



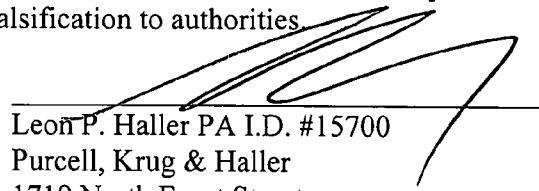
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

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

Jason J. Mazzei, Esquire  
Mazzei & Associates  
Professional Office Building  
432 Boulevard of the Allies  
Pittsburgh, PA 15219

(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**

Mortgage Electronic Registration Systems, Inc.  
c/o Washington Mutual Bank, FA

Vs.

NO.: 2003-01113-CD

Wayne C. Cooley and  
Tina M. Cooley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., c/o Washington Mutual Bank, FA, Plaintiff(s) from WAYNE C. COOLEY and TINA M. COOLEY, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE:	<b>\$80,004.26</b>	PAID: <b>\$145.50</b>
INTEREST per diem of \$12.27 to 5/1/04:	<b>\$5,607.38</b>	SHERIFF: \$
PROTH. COSTS: \$		OTHER COSTS: \$
ATTY'S COMM:	<b>\$3,445.84</b>	LATE CHARGES (\$23.23 per month to 5/1/04):
ESCROW DEFICIT:	<b>\$1,500.00</b>	<b>\$534.29</b>
DATE: 01/28/2004		

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

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

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

\_\_\_\_\_  
Sheriff

ALL THAT CERTAIN lot or piece of ground situate in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the corner of Shaffer Alley and West Washington Avenue in the said City of Du Bois; thence North 62-1/2 degrees West eighty-one (81) feet to a post; thence North 27-1/2 degrees East sixty (60) feet to a lot now of A.G. Leonardson; thence South 62-1/2 degrees East, along A. G. Leonardson lot, eighty-one (81) feet to Shaffer Alley; thence along Shaffer Alley South 27-1/2 degrees West, sixty (60) feet to the place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH Lawrence C. Kenawell and Jeanne A.G. Kennawell, by Deed dated 2/17/00 and recorded 3/1/00 as Clearfield County Instrument Number 200002697, granted and conveyed unto Wayne C. Cooley and Tina M. Cooley.

Assessment # 7.1-002-354B

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

Sheriff Docket # 14774

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O WASHING 03-1113-CD

VS.

COOLEY, WAYNE C.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, NOVEMBER 13, 2003 @ 10:00 A.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.

NOVEMBER 13, 2003 @ 10:00 A.M. O'CLOCK SERVED WAYNE C. COOLEY, DEFENDANT, AT HIS RESIDENCE 418 W. WASHINGTON AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WAYNE C. COOLEY, 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.

NOVEMBER 13, 2003 @ 10:00 A.M. O'CLOCK SERVED TINA M. COOLEY, DEFENDANT, AT HER RESIDENCE 418 W. WASHINGTON AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WAYNE C. COOLEY, HUSBAND/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 9, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE DUE TO BANKRUPTCY FILING

NOW, JANUARY 27, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO DISCONTINUE THE SHERIFF SALE SCHEDULED FOR JANUARY 9, 2004 AND REEXECUTE FOR A NEW SALE DATE FOR NEW EXECUTION FILED.

**FILED**

MAR 23 2004

William A. Shaw  
Prothonotary

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

Sheriff Docket #

14774

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O WASHING 03-1113-CD

VS.

COOLEY, WAYNE C.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

NOW, MARCH 22, 2004 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF  
THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, MARCH 23, 2004 RETURN THE WRIT AS NO SALE HELD ON THE PROPERTY  
OF THE DEFENDANTS. THE PLAINTIFF'S ATTORNEY DISCONTINUED THE SALE.

SHERIFF HAWKINS \$196.80

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

23<sup>rd</sup> Day Of March 2004

William L. Shaw

So Answers,

Chester A. Hawkins  
Deputy Sheriff

Chester A. Hawkins

Sheriff

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

Mortgage Electronic Registration Systems, Inc.,  
c/o Washington Mutual Bank, F.A.

Vs.

NO.: 2003-01113-CD

Wayne C. Cooley and Tina M. Cooley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., c/o Washington Mutual Bank, F.A., Plaintiff(s) from WAYNE C. COOLEY and TINA M. COOLEY, Defendant(s):

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

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

Garnishee(s) as follows:

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

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AMOUNT DUE: \$77,685.20  
INTEREST per diem of \$4,134.98  
\$12.27 to 1/1/2004:  
PROTH. COSTS: \$  
ESCROW DEFICIT: \$737.24  
5% ATTORNEY'S COMMISSION: \$3,445.84  
ATTY'S COMM: \$  
DATE: 10/21/2003

PAID: \$125.50  
SHERIFF: \$  
LATE CHARGES (\$23.23 per \$418.14  
month to 1/1/2004):  
OTHER COSTS: \$  
PROPERTY INSPECTIONS: \$32.25



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Cooper A. Hawkins  
Sheriff Deq. Anthony Butler-Cleghorn

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

ALL THAT CERTAIN lot or piece of ground situate in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the corner of Shaffer Alley and West Washington Avenue in the said City of Du Bois; thence North 62-1/2 degrees West eighty-one (81) feet to a post; thence North 27-1/2 degrees East sixty (60) feet to a lot now of A.G. Leonardson; thence South 62-1/2 degrees East, along A. G. Leonardson lot, eighty-one (81) feet to Shaffer Alley; thence along Shaffer Alley South 27-1/2 degrees West, sixty (60) feet to the place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH Lawrence C. Kenawell and Jeanne A.G. Kennawell, by Deed dated 2/17/00 and recorded 3/1/00 as Clearfield County Instrument Number 200002697, granted and conveyed unto Wayne C. Cooley and Tina M. Cooley.

Assessment # 7.1-002-354B

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      COOLEY                      NO.      03-1113-CD

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

he/she being the highest bidder, for the sum of \_\_\_\_\_  
appropriations, viz:

and made the following

**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	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>196.80</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>0.00</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	68,916.75
INTEREST	4,134.98
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	450.39
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	737.24
ATTORNEY COMMISSION	3,445.84
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>77,685.20</b>
<b>COSTS:</b>	
ADVERTISING	303.03
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	196.80
LEGAL JOURNAL AD	162.00
PROTHONOTARY	125.50
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>787.33</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

**From: Purcell, Krug & Haller**

1719 N. Front Street  
Harrisburg, PA 17102  
Ph: 717-234-4178  
Fax: 717-234-1206

**PAM ELDRIDGE**

**Date: December 9, 2003**

**Fax: 814-765-5915**

**Pages: 1 PAGE**

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

**Re: SHERIFFS SALE**

**PROPERTY: 418 W. WASHINGTON  
AVENUE**

**WAYNE C. COOLEY TINA M. COOLEY**

**03-1113-CD**

☒ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

**Notes PLEASE STAY THE SHERIFF SALE SCHEDULED FOR 01/09/04 DUE TO  
DEFENDANT FILING CHAPTER 7 FILED ON 11/28/03, CASE#03-34997.**

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

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

**From: Purcell, Krug & Haller**  
1719 N. Front Street  
Harrisburg, PA 17102  
**Ph: 717-234-4178**  
**Fax: 717-234-1206**

**Fax: 814-765-5915**

**Date: January 27, 2004**  
Barb Villarrial

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

**Pages: 1 PAGE**

**Re: SHERIFFS SALE**

**PROPERTY: 418 W. WASHINGTON  
AVENUE**

**WAYNE C. COOLEY TINA M. COOLEY**

**03-1113-CD**

☒ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

**Notes PLEASE STAY/DISCONTINUE THE SHERIFF SALE SCHEDULED 01/09/04  
PURSUANT TO RULE 3121(a)(1) AND REXECUTE FOR NEW SALE DATE PURSUANT  
TO RULE 3106 (b) BASED ON THE NEW EXECUTION DOCUMENTS FILED 01/27/04.**

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

FILED

MAR 23 2004

0/11:15 a.m.

William A. Shaw  
Prothonotary

*WAS*

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-CD

IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**

3/31/04 & 4/7/04 & 4/15/04 I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 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:

WAYNE C. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

TINA M. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

Clearfield Bank & Trust Company  
91 Beaver Drive  
DuBois, PA 15801

Jason J. Mazzei, Esquire  
Mazzei & Associates  
Professional Office Building  
432 Boulevard of the Allies  
Pittsburgh, PA 15219

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

FILED

MAY 19 2004 EY  
m/11:45/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
no c/c

By

  
PURCELL, KRUG & HALLER

Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

LAW OFFICES

*Purcell, Krug & Haller*

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

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

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

WAYNE C. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

Wayne C. Cooley  
2329 Lakeside Drive  
Monroe, GA 30655

TINA M. COOLEY  
418 W. WASHINGTON AVENUE  
DUBOIS, PA 15801

Tina M. Cooley  
2329 Lakeside Drive  
Monroe, GA 30655

Clearfield Bank & Trust Company  
91 Beaver Drive  
DuBois, PA 15801

Jason J. Mazzei, Esquire  
Mazzei & Associates  
Professional Office Building  
432 Boulevard of the Allies  
Pittsburgh, PA 15219

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

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

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

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

By: \_\_\_\_\_

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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1113-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: Friday, June 4, 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:

**418 W. WASHINGTON AVENUE  
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. 03-1113-CD**

**JUDGMENT AMOUNT \$74,949.35**

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

**WAYNE C. COOLEY AND TINA M. COOLEY**

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

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

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

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

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

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

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

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

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

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

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

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



ALL THAT CERTAIN lot or piece of ground situate in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the corner of Shaffer Alley and West Washington Avenue in the said City of Du Bois; thence North  $62\frac{1}{2}$  degrees West eighty-one (81) feet to a post; thence North  $27\frac{1}{2}$  degrees East sixty (60) feet to a lot now of A.G. Leonardson; thence South  $62\frac{1}{2}$  degrees East, along A. G. Leonardson lot, eighty-one (81) feet to Shaffer Alley; thence along Shaffer Alley South  $27\frac{1}{2}$  degrees West, sixty (60) feet to the place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH Lawrence C. Kenawell and Jeanne A.G. Kennawell, by Deed dated 2/17/00 and recorded 3/1/00 as Clearfield County Instrument Number 200002697, granted and conveyed unto Wayne C. Cooley and Tina M. Cooley.

Assessment # 7.1-002-354B

OK # 91986  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY  
TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
NO. 03-1113-CD

MORTGAGE FORECLOSURE

Know all persons by these presents that I, RA Harris, was assigned to duly execute this service upon the following defendant: **Wayne C. Cooley at 2329 Lakeside Dr, Monroe, GA 30655**

I hereby depose and say:

That I am of the necessary age and sound mind to execute said service. That I am not a party to the action or have any interest in it.

I hereby certify that on 4/13/04 at approximately 0940 @ p.m. a true and correct copy of the NOTICE OF SHERIFF'S SALE was served on the above-named party in the following manner:

- ☐ I personally delivered them into the hands of the person to be served.
- ☒ By leaving a copy at his/her usual place of abode with Nathan Swope, whose relationship to the defendant is brother-in-law, and who is of suitable age and discretion and also residing therein.
- ☐ By leaving a copy with \_\_\_\_\_, the manager/clerk of place of lodging in which defendant resides.
- ☐ By leaving a copy with \_\_\_\_\_, the agent in charge of defendant's office or usual place of business.
- Job title or position of agent is \_\_\_\_\_.
- ☐ After due and diligent efforts, described below, I was unable to serve the process because:

FURTHER AFFIDAVIT SAYTH NOT.

D/S RA Harris  
Signature of Server

Sworn to and subscribed  
before me on this 14<sup>th</sup> day  
of April, 2004

Len Queen



MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Washington Mutual Bank, FA,  
PLAINTIFF

VS.

WAYNE C. COOLEY  
TINA M. COOLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
NO. 03-1113-CD

MORTGAGE FORECLOSURE

Know all persons by these presents that I, RA. Harris, was assigned to duly  
execute this service upon the following defendant: **Tina M. Cooley at 2329 Lakeside Dr, Monroe, GA  
30655**

I hereby depose and say:

That I am of the necessary age and sound mind to execute said service. That I am not a party to the action or have  
any interest in it.

I hereby certify that on 4/13/04 at approximately 0940 @ am p.m. a true and correct copy of the  
NOTICE OF SHERIFF'S SALE was served on the above-named party in the following manner:

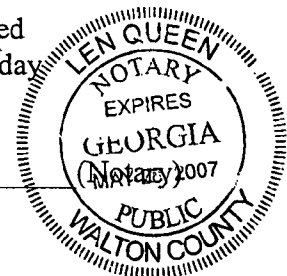
- ☐ I personally delivered them into the hands of the person to be served.
- ☒ By leaving a copy at his/her usual place of abode with Nathan Swope, whose  
relationship to the defendant is brother-in-law, and who is of suitable age and discretion and also residing therein.
- ☐ By leaving a copy with \_\_\_\_\_, the manager/clerk of place of lodging in which defendant resides.
- ☐ By leaving a copy with \_\_\_\_\_, the agent in charge of defendant's office or usual place of business.
- Job title or position of agent is \_\_\_\_\_
- ☐ After due and diligent efforts, described below, I was unable to serve the process because:

FURTHER AFFIDAVIT SAYETH NOT.

RA. Harris  
Signature of Server

Sworn to and subscribed  
before me on this 14<sup>th</sup> day  
of April, 2004

Len Queen



WASHINGTON MUTUAL BANK, FA v. WAYNE C. COOLEY TINA M. COOLEY  
Clearfield County Sale 6-4-04

**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:

WAYNE C. COOLEY  
418 W. WASHINGTON 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:

TINA M. COOLEY  
418 W. WASHINGTON 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 RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Postmark:



WASHINGTON MUTUAL BANK, FA v. WAYNE C. COOLEY TINA M. COOLEY  
Clearfield County Sale 6-4-04.

**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:  
Clearfield Bank & Trust Company  
91 Beaver Drive  
DuBois, PA 15801

Postmark:

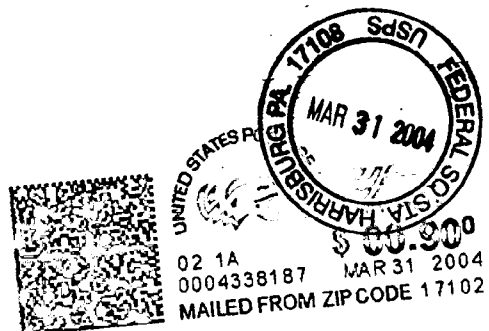
**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

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

Postage:

One piece of ordinary mail addressed to:  
Jason J. Mazzei, Esquire  
Mazzei & Associates  
Professional Office Building  
432 Boulevard of the Allies  
Pittsburgh, PA 15219

Postmark:



Re: WAMU VS. COOLEY – CM #8230  
CLEARFIELD COUNTY - 18191170

**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

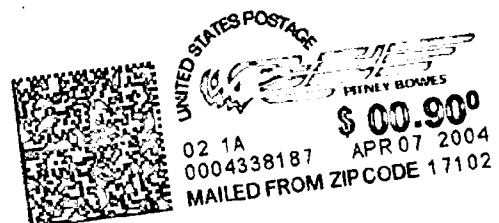
Postage:

One piece of ordinary mail addressed to:

Postmark:

WAYNE C. COOLEY  
418 WEST WASHINGTON AVENUE  
DUBOIS, PA 15801

TINA M. COOLEY  
418 WEST WASHINGTON AVENUE  
DUBOIS, PA 15801



Re: WAMU VS COOLEY – CM #8230  
CLEARFIELD COUNTY – SALE DATE 06/04/04

**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

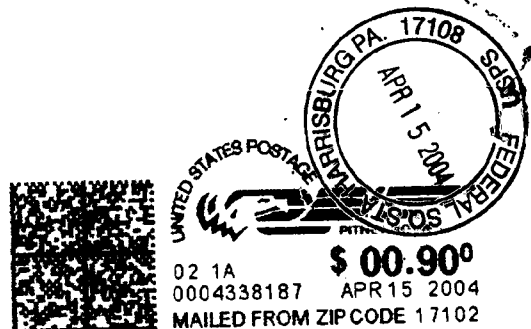
Postage:

One piece of ordinary mail addressed to:

Postmark:

WAYNE C. COOLEY  
2329 LAKESIDE DRIVE  
MONROE, GA 30655

TINA M. COOLEY  
2329 LAKESIDE DRIVE  
MONROE, GA 30655



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

Sheriff Docket # 15344

MORTGAGE ELECTRIC REGISTRATION SYSTEMS, INC. C/O WASHINGTON 03-1113-CD

VS.

COOLEY, WAYNE C.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

NOW, MARCH 26, 2004 @ 9:50 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANTS THE PROPERTY WAS ALSO POSTED ON MARCH, 26  
2004 @ 9:55 A.M. O'CLOCK.

A SALE DATE OF JUNE 4, 2004 WAS SET.

DEPUTIES UNABLE TO SERVE WAYNE C. COOLEY AND TINA M. COOLEY,  
DEFENDANTS, THE HOUSE WAS EMPTY.

NOW, MARCH 31, 2004 SERVED TINA M. COOLEY, DEFENDANT, BY REGULAR AND  
CERTIFIED MAIL AT 2329 LAKESIDE DRIVE, MONROE, GA 30655 WITH A TRUE  
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF THE LEVY, SIGNED FOR BY LESLIE K. SWOPE. CERTIFIED #  
70023150000078545368.

*E6K*  
**FILED**  
*019:22/11/04*  
**AUG 24 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, MARCH 31, 2004 SERVED WAYNE C. COOLEY, DEFENDANT, BY REGULAR AND  
CERTIFIED MAIL AT 2329 LAKESIDE DRIVE, MONROE, GA 30655 WITH A TRUE  
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF THE LEVY, SIGNED FOR BY LESLIE K. SWOPE. CERTIFIED #  
70000600002363986598

NOW, APRIL 13, 2004 @ 9:40 A.M. O'CLOCK ATTORNEY HAD WAYNE C. COOLEY  
PERSONALLY SERVED BY R. A. HARRIS AT 2329 LAKESIDE DRIVE, MONROE, GA  
WITH THE NOTICE OF SALE.

NOW, APRIL 13, 2004 @ 9:40 A.M. O'CLOCK ATTORNEY HAD TINA M. COOLEY  
PERSONALLY SERVED BY R.A. HARRIS, AT 2329 LAKESIDE DRIVE, MONROE, GA  
30655 WITH THE NOTICE OF SALE.



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

Sheriff Docket # 15344

MORTGAGE ELECTRIC REGISTRATION SYSTEMS, INC. C/O WASHINGTON 03-1113-CD

VS.

COOLEY, WAYNE C.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

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

NOW, AUGUST 19, 2004 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF  
THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, AUGUST 24, 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, AUGUST 24, 2004 A DEED WAS FILED.

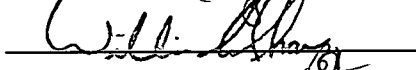
SHERIFF HAWKINS \$229.06

SURCHARGE \$40.00

PAID BY ATTORNEY

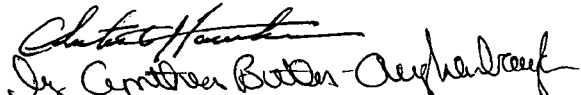
Sworn to Before Me This

24<sup>th</sup> Day Of August 2004



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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

Mortgage Electronic Registration Systems, Inc.  
c/o Washington Mutual Bank, FA

Vs.

NO.: 2003-01113-CD

Wayne C. Cooley and  
Tina M. Cooley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., c/o Washington Mutual Bank, FA, Plaintiff(s) from WAYNE C. COOLEY and TINA M. COOLEY, Defendant(s):

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

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

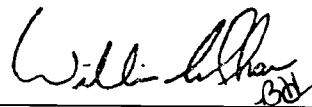
Garnishee(s) as follows:

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

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

AMOUNT DUE: **\$80,004.26**  
INTEREST per diem of \$12.27 to 5/1/04: **\$5,607.38**  
PROTH. COSTS: \$  
ATTY'S COMM: **\$3,445.84**  
ESCROW DEFICIT: **\$1,500.00**  
DATE: 01/28/2004

PAID: **\$145.50**  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES (\$23.23 per month to 5/1/04):  
**\$534.29**



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 29<sup>th</sup> day  
of January A.D. 2004  
At 11:30 AM/P.M.

Chester A. Hawkins  
Sheriff.

By Cynthia Butler-Aughenbaugh

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

ALL THAT CERTAIN lot or piece of ground situate in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the corner of Shaffer Alley and West Washington Avenue in the said City of Du Bois; thence North 62-1/2 degrees West eighty-one (81) feet to a post; thence North 27-1/2 degrees East sixty (60) feet to a lot now of A.G. Leonardson; thence South 62-1/2 degrees East, along A. G. Leonardson lot, eighty-one (81) feet to Shaffer Alley; thence along Shaffer Alley South 27-1/2 degrees West, sixty (60) feet to the place of beginning.

EXCEPTING AND RESERVING all other exceptions and reservations that may appear of record in previous deeds.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 418 W. WASHINGTON AVENUE, DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH Lawrence C. Kenawell and Jeanne A.G. Kennawell, by Deed dated 2/17/00 and recorded 3/1/00 as Clearfield County Instrument Number 200002697, granted and conveyed unto Wayne C. Cooley and Tina M. Cooley.

Assessment # 7.1-002-354B

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME COOLEY NO. 03-1113-CD

NOW, June 4, 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 4TH day of JUNE 2004, I exposed the within described real estate of WAYNE C. COOLEY AND TINA M. COOLEY to public venue or outcry at which time and place I sold the same to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O WAHINGTON MUTUAL BANK, FA he/she being the highest bidder, for the sum of and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	19.38
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>229.06</b>

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

## PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	68,916.75
INTEREST	5,607.38
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	534.29
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	3,445.84
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	1,500.00
<b>TOTAL DEBT &amp; INTEREST</b>	<b>80,004.26</b>

## COSTS:

ADVERTISING	316.14
TAXES - collector PD	
TAXES - tax claim NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	229.06
LEGAL JOURNAL AD	162.00
PROTHONOTARY	145.50
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,026.70</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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Tina M. Cooley  
2329 Lakeside Drive  
Monroe, GA 30655

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature Wade K. Bump ☐ Agent  
B. Received by (Printed Name) Wade K. Bump ☐ Addressee  
C. Date of Delivery 3-31-04  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 5366

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Wayne C. Cooley  
2329 Lakeside Drive  
Monroe, GA 30655

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature Wade K. Bump ☐ Agent  
B. Received by (Printed Name) Wade K. Bump ☐ Addressee  
C. Date of Delivery 3-31-04  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7000 0600 0023 6378 6598

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To: Wayne C. Cooley

Postage

\$ .60

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees

\$ 4.65

Name (Please Print Clearly) (to be completed by mailer)

Wayne C. Cooley

Street, Apt. No., or PO Box No.

2329 Lakeside Drive

City, State, ZIP+4

Monroe, GA 30655

PS Form 3800, July 1999

See Reverse for Instructions

5105 545004

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To: Wayne C. Cooley

Postage

\$ .60

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees

\$ 4.65

Sent To

Tina M. Cooley

Street, Apt. No., or PO Box No.

2329 Lakeside Drive

City, State, ZIP+4

Monroe, GA 30655

PS Form 3800, June 2002

See Reverse for Instructions

