

03-1612-CD
WACHOVIA BANK NATIONAL ASSOCIATION vs. WILLIAM H. REAY, JR. et al.

In The Court of Common Pleas of Clearfield County, Pennsylvania

WACHOVIA BANK

VS.

REAY, WILLIAM H. JR. & ELISSA K. REAY

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14728

03-1612-CD

SHERIFF RETURNS

NOW OCTOBER 31, 2003 AT 1:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM H. REAY JR., DEFENDANT AT RESIDENCE, 216 SHAFFER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM H. REAY JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW OCTOBER 31, 2003 AT 1:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ELISSA K. REAY, DEFENDANT AT RESIDENCE, 216 SHAFFER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM H. REAY JR., HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW OCTOBER 31, 2003 AT 1:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT AT RESIDENCE, 216 SHAFFER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM H. REAY JR., A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.


SERVED BY: COUDRIET

Return Costs

Cost	Description
43.68	SHERIFF HAWKINS PAID BY: ATTY CK# 82744
30.00	SURCHARGE PAID BY: ATTY CK# 82745

Sworn to Before Me This

17 Day Of Dec. 2003



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



So Answers,



Chester A. Hawkins
Sheriff

FILED

DEC 17 2003

William A. Shaw
Prothonotary/Clerk of Courts

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on December 31, 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

FILED

JAN 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

VS.

WILLIAM H. REAY, JR. AND
ELISSA K. REAY

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-1612-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **December 31, 2003**

TO:

WILLIAM H. REAY
216 SHAFFER AVENUE
DUBOIS, PA 15801

ELISSA K. REAY
216 SHAFFER 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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

WILLIAM H. REAY, JR., AND
ELISSA K. REAY

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-1612-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

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

OCT 29 2003

William A. Shaw
Prothonotary

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

vs.

WILLIAM H. REAY, JR. AND
ELISSA K. REAY,

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

WACHOVIA BANK, NATIONAL
ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

vs.

WILLIAM H. REAY, JR. AND
ELISSA K. REAY,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: ACTION OF MORTGAGE FORECLOSURE
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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101 North Front Street, Harrisburg, Pennsylvania 17105.
2. Defendant, WILLIAM H. REAY, JR., is an adult individual, whose last known address is 216 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801. Defendant, ELISSA K. REAY, is an adult individual, whose last known address is 216 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, August 04, 1995, the said Defendants, executed and delivered a Mortgage Note in the sum of \$33,000.00 payable to TOWNE & COUNTRY MORTGAGE CORP., 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 original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1695, Page 240 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to CORESTATES BANK, NA and recorded in the

MELLON BANK, NA and recorded in the aforesaid County in Mortgage Book 1808, page 597. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 1977, Page 468. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 216 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" 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 July 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$25,889.50
Interest at \$5.18 per day From 06/01/2003 To 11/01/2003 (based on contract rate of 7.200%)	\$933.29
Accumulated Late Charges	\$44.80
Late Charges \$8.96 From 07/01/2003 to 11/01/2003	\$53.76
Escrow Balance	\$216.89
Attorney's Fee at 5% of Principal Balance	\$1,294.48
TOTAL	<hr/> \$28,432.72

**Together with interest at the per diem rate noted above after November 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 has been sent to Defendants by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "C".
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 7.200% (\$5.18 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)

Multistate

NOTE

FHA Case No.

442-1761224-721

AUGUST 4, 1995

[Date]

216 SHAFFER 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 TOWNE & COUNTRY MORTGAGE CORP.

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 THIRTY THREE THOUSAND AND NO/100 DOLLARS

Dollars (U.S. \$ 33,000.00), 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 SEVEN AND 20/100 percent (7.200 %) 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." That 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 OCTOBER 1, 1995. Any principal and interest remaining on the first day of SEPTEMBER, 2025, will be due on that date, which is called the "Maturity Date."

(B) Place

15642 Payment shall be made at 150 Robbins Station Road, Suite 8, North Huntingdon, PA or at such other 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 \$ 224.01. 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.

FHA Multistate Fixed Rate Note - 2/91

VMP -1R (9103).03

VMP MORTGAGE FORMS (800)521-7291

NARR. EKR

Exhibit "A"



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 (4.00 %) 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. 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.

_____ (Seal) -Borrower	<u>William H. Reay, Jr.</u> WILLIAM H. REAY, JR. _____ (Seal) -Borrower
_____ (Seal) -Borrower	<u>Elissa K. Reay</u> ELISSA K. REAY _____ (Seal) -Borrower

"Pay without recourse, to the CoreStates Bank, N.A. as Trustee under a Trust Indenture of the Pennsylvania Housing Finance Agency dated as of April 1, 1982."

This 4th day of AUGUST 1995, By:

J. A. MORRIS
J. A. MORRIS, PRESIDENT

Pay Without Recourse to the order of
MELLON BANK, N.A. AS TRUSTEE
under an Indenture of Trust with
the Pennsylvania Housing
Finance Agency dated
as of April 1, 1982

DIANE JOOS
CoreStates Bank, N.A.
VICE PRESIDENT

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM WILLIAM H. REAY, JR AND ELISSA K. REAY , HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED AUGUST 4, 1995 AND COVERING PROPERTY KNOWN AS 216 SHAFFER AVENUE, DUBOIS, PA 15801.

ALL that certain messuage or piece of land situate in the Borough (now City) of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at corner of Shaffer Street and an Alley; thence along said Alley, South 31° West 50 feet to a post at Lot No. 142; thence along line of Lot No. 142, 50 feet to a post; thence by lot of which this is a part, North 31° East 50 feet to a post at Shaffer Street; thence along Shaffer Street, South 55 1/2° East 50 feet to the place of beginning and being a part of Lot No. 141 as per Knarr's Addition to the Borough (now City) of DuBois.

BEING the same property which Penny L. Meholick, unmarried, by deed dated August 4, 1995 and to be recorded herewith, granted and conveyed to William H. Reay, Jr. and Elissa K. Reay, husband and wife, the Mortgagors herein.

WAR
EKR

Exhibit "B"

P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y
Single Family Programs Division
2101 North Front Street
P.O. Box 8028
Harrisburg, Pennsylvania 17105-8028
(717) 780-3870/TTY (717) 780-1869

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

September 10, 2003

RE: Account NO: 569616

WILLIAM H REAY
ELISSA K REAY
216 SHAFFER AVE
DU BOIS PA 158011944

RE: 216 SHAFFER AVENUE
DUBOIS PA 15801

Dear Occupant(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by CORESTATES BANK, NA, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us or ours) on your property located at 216 SHAFFER AVENUE DUBOIS PA 15801 IS IN SERIOUS DEFAULT because you have not made the monthly payments of 335.00 for July 01, 2003 through September 01, 2003 for a total of \$1,020.00, plus late charges and other charges that have accrued to this date in the amounts of \$17.92 and \$.00 respectively. The total listed below includes any fees (inspections or securing) that needed to be completed. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,070.84.

You may cure this default within thirty (30) DAYS of the date of this letter, by paying to us the total amount of \$1,070.84, plus any additional monthly payments, expenses and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at

PENNSYLVANIA HOUSING FINANCE AGENCY
2101 NORTH FRONT STREET/P.O. BOX 8028
HARRISBURG, PA 17105-8028
(717) 780-3870/3871 or 1-800-822-7375
or TTY (800) 346-3597

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property.

Exhibit "C"

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin

legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments and any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is

estimated that the earliest date that such a Sheriff's sale could be held would be approximately five months from the date of this Notice. A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

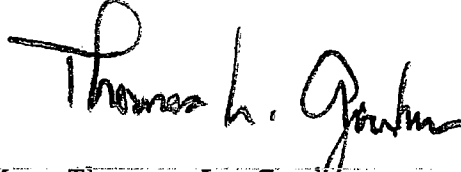
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such action.

If you maintain credit, life or disability insurance in connection with your mortgage loan, your failure to pay premiums with your payments may have already resulted or may result in the future in the lapse or a cancellation of that insurance by the insurance company. If the insurance lapses or is cancelled, reinstatement of the loan will not reinstate the insurance, and you will have to apply to

the insurance company and qualify for replacement insurance if you wish to retain it.

If you make partial payments on account of the delinquencies, we may accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan. The loan will not be reinstated unless we receive the entire amount required to cure the default.

Sincerely,

A handwritten signature in dark ink, appearing to read "Thomas L. Gouker". The signature is fluid and cursive, with a large initial "T" and a stylized "G".

Mr. Thomas L. Gouker
Mortgage Foreclosure Officer
PENNSYLVANIA HOUSING FINANCE AGENCY
2101 North Front Street/ P.O. Box 8028
Harrisburg, PA 17105-8028

TLG/jrd

2LS,1

P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y
Single Family Programs Division
2101 North Front Street
P.O. Box 8028
Harrisburg, Pennsylvania 17105-8028
(717) 780-3870/TTY (717) 780-1869

N O T I C E

September 10, 2003

~~WILLIAM H REAY~~
216 SHAFFER AVENUE
DUBOIS PA 15801

RE: Account#: 569616

TO: WILLIAM H REAY
216 SHAFFER AVE
DU BOIS PA 158011944

FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

If these agencies are not near you, you can call HUD's toll free #800-569-4287 for financially distressed mortgagors for information concerning HUD-approved housing counseling agencies.

Enclosure Housing Counseling List

2. Article Number



7140 3901 9446 0426 7955

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

WILLIAM H REAY
216 SHAFFER AVENUE
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

Elissa K Reay 7/11/5

C. Signature

X Elissa K Reay

☐ Agent
☐ Addressee
☐ Yes
☐ No

D. Is delivery address different from item 12?
If YES, enter delivery address below:

1
03
00
01
R

William - 210-48-1780

Elissa - 203-66-8742

569616

PS Form 3811, July 2001

Domestic Return Receipt

* 1
Pag 0
F7=0
F14=All Classes F12=Return

F15=Delq Hist

F1U=ADD

F1I=USP Master

F13=Door

2. Article Number



7140 3901 9446 0426 7952

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

ELISSA K REAY
216 SHAFFER AVENUE
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

Elissa K Reay 7/11/5

C. Signature

X Elissa K Reay

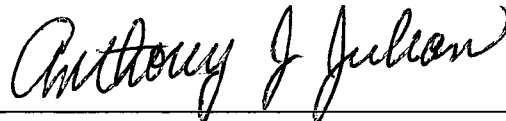
☐ Agent
☐ Addressee
☐ Yes
☐ No

D. Is delivery address different from item 12?
If YES, enter delivery address below:

✓ Act Letter
CBR
CBR Spouse
File
Collector
Initials

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian

Director of Accounting & Loan Servicing

PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT
FOR WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST
UNION NATIONAL BANK AS SUCCESSOR TRUISEE FOR THE
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: OCTOBER 24, 2003

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE


I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 3-15-04, 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:

ELISSA K. REAY
216 SHAFFER AVENUE
DUBOIS, PA 15801

WILLIAM H. REAY, JR.
216 SHAFFER AVENUE
DUBOIS, PA 15801

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17102

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

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

FILED

APR 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

ELISSA K. REAY
216 SHAFFER AVENUE
DUBOIS, PA 15801

WILLIAM H. REAY, JR.
216 SHAFFER AVENUE
DUBOIS, PA 15801

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17102

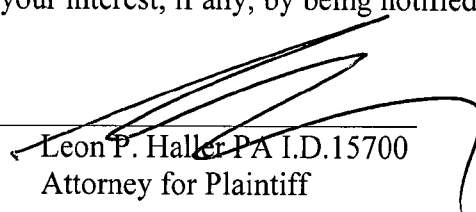
DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-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, MAY 7, 2004

TIME: 10:00 A.M.

LOCATION: Clearfield County Courthouse
2nd 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:

**216 SHAFFER 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. 03-1612-CD

JUDGMENT AMOUNT \$28,432.72

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

ELISSA K. REAY AND WILLIAM H. REAY, JR.

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 messuage or piece of land situate in the Borough (now City) of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at corner of Shaffer Street and an Alley; thence along said Alley, South 31° West fifty (50) feet to a post at Lot No. 142; thence along line of Lot No. 142, fifty (50) feet to a post; thence by lot of which this is a part, North 31° East fifty (50) feet to a post at Shaffer Street; thence along Shaffer Street, South 55½° East, fifty (50) feet to the place of beginning and being a part of Lot No. 141 as per Knarr's Addition to the Borough (now City) of DuBois.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 216 SHAFFER AVENUE
DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH Penny L. Meholick, by Deed dated 7/27/95 and recorded 8/9/95 in Clearfield County Deed Book 1695, Page 236, granted and conveyed unto William H. Reay, Jr. and Elissa K. Reay.

Assessment # 7.4-011-3130

PENNSYLVANIA HOUSING FINANCE AGENCY v. ELISSA K. REAY WILLIAM H. REAY, JR.
Clearfield County Sale 5/7/04

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:

ELISSA K. REAY
216 SHAFFER 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:

WILLIAM H. REAY, JR.
216 SHAFFER 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:



02 1A
0004338187
MAILED FROM ZIP CODE 17102

\$ 00.90

MAR 15 2004



PENNSYLVANIA HOUSING FINANCE AGENCY v. ELISSA K. REAY WILLIAM H. REAY, JR.
Clearfield County Sale

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

Received from:

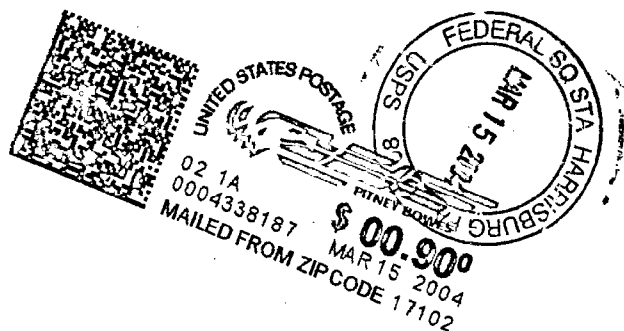
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17102

Postmark:



WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-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) **ELISSA K. REAY AND WILLIAM H. REAY, JR.** 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	\$25,889.50
Interest	\$933.29
Per diem of \$5.18	
From 06/01/2003	
To 11/01/2003	
Accumulated Late Charges	\$44.80
Late Charges	\$53.76
(\$8.96 per month to	
11/01/2003)	
Escrow Deficit	\$216.89
5% Attorney's Commission	\$1,294.48
TOTAL	\$28,432.72

**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

JAN 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

COPY
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on January 20, 2004 the following judgment has been entered
against you in the above-captioned matter:

\$28,432.72 and for the sale and foreclosure of your property located at: **216 SHAFFER
AVENUE DUBOIS, PENNSYLVANIA 15801**

Dated: January 19, 2004

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

ELISSA K. REAY
216 SHAFFER AVENUE
DUBOIS, PA 15801

WILLIAM H. REAY, JR.
216 SHAFFER AVENUE
DUBOIS, PA 15801

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

COPY

Wachovia Bank, National Association
Plaintiff(s)

No.: 2003-01612-CD

Real Debt: \$28,432.72

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William H Reay Jr. and
Elissa K. Reay
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: January 20, 2004

Expires: January 20, 2009

Certified from the record this 20th day of January, 2004.

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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-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 **216 SHAFFER AVENUE DUBOIS, PENNSYLVANIA 15801** as follows:

Unpaid Principal Balance	\$25,889.50
Interest	\$1,870.87
Per diem of \$5.18 To 5/1/04	
Late Charges (\$8.96 per month to 5/1/04)	\$203.16
Escrow Deficit	\$887.45
Property Inspections	\$90.00
5% Attorney's Commission	\$1,294.48
TOTAL WRIT	\$30,235.46

125.00 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 19, 2004

Attached is a description of the real estate.

FILED

JAN 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-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 **216 SHAFFER AVENUE DUBOIS, PENNSYLVANIA 15801:**

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

ELISSA K. REAY
216 SHAFFER AVENUE
DUBOIS, PA 15801

WILLIAM H. REAY, JR.
216 SHAFFER 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):

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17102

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

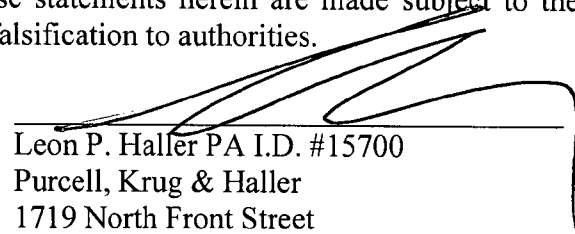
6. Name and address of every other person who has any **record interest** in the property and whose interest may be affected by the sale: **UNKNOWN**

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

(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

WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-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.

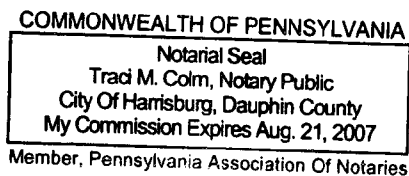
Sworn to and subscribed :

before me this 19th day :

of January :

Traci M. Colm
Notary Public

LEON P. HALLER, ESQUIRE



WACHOVIA BANK, NATIONAL ASSOCIATION
F/K/A FIRST UNION NATIONAL BANK, AS
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

ELISSA K. REAY AND WILLIAM H. REAY, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1612-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 19th day :

of January 2004 :


LEON P. HALLER, ESQUIRE


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci M. Colm, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Aug. 21, 2007
Member, Pennsylvania Association Of Notaries

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

COPY

Wachovia Bank, National Association,
f/k/a First Union National Bank, as
Trustee for Pennsylvania Housing Finance
Agency

Vs.

NO.: 2003-01612-CD

William H. Reay Jr. and
Elissa K. Reay

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a First Union National Bank, as Trustee for Pennsylvania Housing Finance Agency, Plaintiff(s) from WILLIAM H. REAY JR. and ELISSA K. REAY, 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: **\$30,235.46**
INTEREST per diem of \$5.18
to 5/1/04: **\$1,870.87**
PROTH. COSTS: \$
PROPERTY INSPECTIONS: **\$90.00**
5% ATTY'S COMM: **\$1,294.48**
DATE: 01/20/2004

PAID: **\$125.00**
SHERIFF: \$
ESCROW DEFICIT: **\$887.45**
OTHER COSTS: \$
LATE CHARGES (\$8.96 per month
to 5/1/04: **\$203.16**

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 messuage or piece of land situate in the Borough (now City) of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at corner of Shaffer Street and an Alley; thence along said Alley, South 31° West fifty (50) feet to a post at Lot No. 142; thence along line of Lot No. 142, fifty (50) feet to a post; thence by lot of which this is a part, North 31° East fifty (50) feet to a post at Shaffer Street; thence along Shaffer Street, South 55½° East, fifty (50) feet to the place of beginning and being a part of Lot No. 141 as per Knarr's Addition to the Borough (now City) of DuBois.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 216 SHAFFER AVENUE
DUBOIS, PENNSYLVANIA 15801

BEING THE SAME PREMISES WHICH Penny L. Meholick, by Deed dated 7/27/95 and recorded 8/9/95 in Clearfield County Deed Book 1695, Page 236, granted and conveyed unto William H. Reay, Jr. and Elissa K. Reay.

Assessment # 7.4-011-3130

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

15267

WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATION ⁰³ 08-1612-CD

VS.

REAY, WILLIAM H., JR.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 12, 2004 @ 10:30 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF MAY 7, 2004 WAS SET.

FILED

013:4481
AUG 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOW, MARCH 12, 2004 @ 2:00 P. M. O'CLOCK SERVED WILLIAM H. REAY, JR, DEFENDANT, AT HIS RESIDENCE 216 SHAFFER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM H. REAY, JR., 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, MARCH 12, 2004 @ 2:00 P.M. O'CLOCK, SERVED ELISSA K. REAY, DEFENDANT, AT HER RESIDENCE 216 SHAFFER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM H. REAY, JR. HUSBAND/ DEFENDANT, A TURE 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.

MAY 7, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15267

WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATION 06-1612-CD

VS.

REAY, WILLIAM H., JR.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

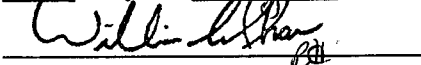
NOW, AUGUST 4, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, AUGUST 4, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$228.94
SURCHARGE \$40.00
PAID BY ATTORNEY

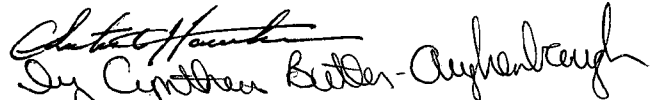
Sworn to Before Me This

4th 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**

Wachovia Bank, National Association,
f/k/a First Union National Bank, as
Trustee for Pennsylvania Housing Finance
Agency

Vs.

NO.: 2003-01612-CD

William H. Reay Jr. and
Elissa K. Reay

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a First Union National Bank, as Trustee for Pennsylvania Housing Finance Agency, Plaintiff(s) from WILLIAM H. REAY JR. and ELISSA K. REAY, 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: **\$30,235.46**
INTEREST per diem of \$5.18
to 5/1/04: **\$1,870.87**
PROTH. COSTS: \$
PROPERTY INSPECTIONS: **\$90.00**
5% ATTY'S COMM: **\$1,294.48**
DATE: 01/20/2004

PAID: **\$125.00**
SHERIFF: \$
ESCROW DEFICIT: **\$887.45**
OTHER COSTS: \$
LATE CHARGES (\$8.96 per month
to 5/1/04: **\$203.16**



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 20th day
of January A.D. 2004
At 3:15 A.M. P.M.

Chester A. Hanks
Sheriff By Cynthia Butler-Aughenbaugh

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

ALL that certain messuage or piece of land situate in the Borough (now City) of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at corner of Shaffer Street and an Alley; thence along said Alley, South 31° West fifty (50) feet to a post at Lot No. 142; thence along line of Lot No. 142, fifty (50) feet to a post; thence by lot of which this is a part, North 31° East fifty (50) feet to a post at Shaffer Street; thence along Shaffer Street, South 55½° East, fifty (50) feet to the place of beginning and being a part of Lot No. 141 as per Knarr's Addition to the Borough (now City) of DuBois.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 216 SHAFFER AVENUE
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BEING THE SAME PREMISES WHICH Penny L. Meholick, by Deed dated 7/27/95 and recorded 8/9/95 in Clearfield County Deed Book 1695, Page 236, granted and conveyed unto William H. Reay, Jr. and Elissa K. Reay.

Assessment # 7.4-011-3130

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME REAY NO. 03-1612-CD

NOW, May 7, 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 7TH day of MAY 2004, I exposed the within described real estate of WILLIAM H. REAY, JR. AND ELISSA K. REAY to public venue or outcry at which time and place I sold the same to WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA ET AL he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.25
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	228.94

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	25,889.50
INTEREST TO 5/1/04 @5.18	1,870.87
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	1,294.48
PROTH. SATISFACTION	
LATE CHARGES & FEES	203.16
COST OF SUIT -TO BE ADDED	90.00
FORECLOSURE FEES/ESCROW DEFICIT	887.45
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	30,235.46

COSTS:

ADVERTISING	326.70
TAXES - collector	301.17
TAXES - tax claim NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	228.94
LEGAL JOURNAL AD	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	1,318.31

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