

03-1633-CD
MIDFIRST BANK vs. MELLY A. MINEASER

MIDFIRST BANK, Plaintiff : IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
VS. : NO. 03-1633-CD
MILLY A. MINEWEASER, Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY:

Please mark the judgment entered in the above captioned matter
satisfied of record.

PURCELL, KRUG & HALLER

BY:

Leon P. Haller ID #15700
Attorney for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

DATE: April 27, 2004

FILED

MAY 03 2004

William A. Shaw
Prothonotary

FILED

MAY 03 2004

William A. Shaw
Prothonotary

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01633-CD

MidFirst Bank

Debt: \$

Vs.

Atty's Comm.:

Milly A. Mineweaser

Interest From:

Cost: \$

NOW, Monday, May 03, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 3rd day of May, A.D. 2004.

Prothonotary

MIDFIRST BANK

Plaintiff

vs.

MILLY A. MINEWEASER

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-1633-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 REQUERIR 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

NOV 03 2003

William A. Shaw
Prothonotary

MIDFIRST BANK, : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. :
MILLY A. MINEWEASER, : CIVIL ACTION LAW
Defendant : ACTION OF MORTGAGE FORECLOSURE
:

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

MILLY A. MINEWEASER,

Defendant

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MIDFIRST BANK, is an Oklahoma Corporation, with an address of 999 N.W. GRAND BOULEVARD SUITE 100, OKLAHOMA CITY, OKLAHOMA 73118.
2. Defendant, MILLY A. MINEWEASER, is an adult individual, whose last known address is 12 A WOODWARD, PENFIELD, PENNSYLVANIA 15849.
3. On or about, September 30, 1999, the said Defendant, executed and delivered a Mortgage Note in the sum of \$43,316.00 payable to CENDANT MORTGAGE CORPORATION, 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, Defendant, 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 Instrument No. 199916311 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MIDFIRST BANK and recorded in the aforesaid County in Mortgage Book 200118759. The Said Mortgage and Assignment are incorporated herein by reference.
5. The land subject to the Mortgage is: 12A WOODWARD, PENFIELD, PENNSYLVANIA 15849 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendant is the real owner of the property.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on May 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$42,178.02
Interest at \$10.55 per day From 04/01/2003 To 11/01/2003 (based on contract rate of 9.125%)	\$2,571.75
Accumulated Late Charges	\$0.00
Late Charges \$26.02 From 05/01/2003 to 11/01/2003	\$182.14
Escrow Balance	\$560.50
Attorney's Fee at 5% of Principal Balance	\$2,108.90
TOTAL	\$47,601.31

**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 Defendant 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. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring her 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 9.125% (\$10.55 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.

442-2076229-703

September 30th, 1999

Loan #: 4366298

[Date]

12A WOODWARD PENFIELD, PA 15849

[Property Address]

1. PARTIES

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

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 **Forty-Three Thousand Three Hundred Sixteen Dollars and Zero Cents**

Dollars (U.S. \$ 43,316.00), 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 **Nine and One Eighth** percent (**9.125 %**) 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 **November 1st , 1999** . Any principal and interest remaining on the first day of **October 2029** , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **P.O. Box 5457, Mt Laurel, NJ 08054** 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. \$ 352.44** . 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 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 (**4.00 %**) 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 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.

Milly A. Mineweaser (Seal) _____ (Seal)
MILLY A MINEWEASER -Borrower -Borrower

PAY TO THE ORDER OF (Seal) _____ (Seal)
WITHOUT RE COURSE -Borrower -Borrower
CENDANT MORTGAGE CORPORATION,

Jill Iannaco (Seal) _____ (Seal)
JILL IANNACO -Borrower -Borrower
ASSISTANT VICE PRESIDENT

(Seal) _____ (Seal)
-Borrower -Borrower

Pool 523618
LoAN 4386298

ALL those two certain pieces or parcels of land situate, lying and being in Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a pin in the center of Township Road T-407 leading to Penfield; thence North 42° 44' East along said centerline a distance of 100 feet to a pin at the Northwest corner of lands now or formerly of David Crawford; thence South 27° 26' East along lands now or formerly of Crawford a distance of 572.9 feet to an iron pin; thence South 64° 00' West 100 feet to an iron pin on the line of lands now or formerly of Louis A. Provenzano; thence North 26° 48' West along lands now or formerly of Louis A. Provenzano a distance of 536.5 feet to a pin and place of beginning.

THE SECOND THEREOF: BEGINNING at a pin in the center of Township Road T-407 leading to Penfield; thence along said center line North 42° 44' East a distance of 28.2 feet to a pin at the Northwest corner of lands now or formerly of Clyde Llewellyn; thence South 39° 00' East along said lands a distance of 167 feet to an iron pipe; thence still along said lands by the same course South 39° 00' East 418.8 feet to an iron pipe; thence South 59° 09' West a distance of 144.3 feet to an iron pipe at lands now or formerly of Dorothy and Ralph Weaver; thence North 27° 26' West along said lands a distance of 572.9 feet to an iron pin and place of beginning.

BEING the same premises which were conveyed to Milly A. Mineweaser by deed of Julieanne M. Goetz, dated September 28, 1999, and intended to be recorded herewith.

NOTICE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THIS INCLUSION DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended).

Exhibit "B"



Midland Mortgage Co.

Midland Mortgage Co.

P. O. Box 26648
Oklahoma City, Oklahoma 73126
Phone (800) 552-3000 Fax (405) 426-1739

DATE: 07/24/03

TO: MILLY A MINEWEASER
12A WOODWARD
PENFIELD, PA 15849

PS Form 1450, 7-20-91	2002	2410	0005	0378	2063
Street, Apt. No., or P.O. Box No.	Send To				
City, State, ZIP+4					
Total Postage & Fees		Return Receipt Fee	Certified Fee	Priority	U.S. Postal CERTIFIED (Domestic Mail)
		Restricted Delivery Fee	Endorsement Required		For delivery by air mail

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE
LOAN BALANCE UNDER SECTION 403
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE: Loan 46031808

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 5/1/2003 through 7/22/2003.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,607.87.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

Exhibit "C"

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$520.26.

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.
Collection Department
46031808

COMPANY NAME: MIDFIRST BANK

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 OCTOBER 30, 2003

By *Shad Bue*

Title Nice President

FILED

11:38 AM PEL 85-00
2003-5646
CC & DTC

NOV 03 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MIDFIRST BANK

VS.

MINEWEASER, MILLY A.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14750

03-1633-CD

SHERIFF RETURNS

NOW NOVEMBER 10, 2003 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MILLY A. MINEWEASER, DEFENDANT AT RESIDENCE, 12 A WOODWARD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILLY MINEWEASER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING.

NOW NOVEMBER 10, 2003 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT AT 12 A WOODWARD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILLY MINEWEASER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

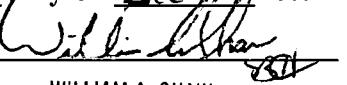
SERVED BY: MCCLEARY/NEVLING.

Return Costs

Cost	Description
35.52	SHERIFF HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY CK# 82869

Sworn to Before Me This

24th 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

01/14/04
DEC 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

MIDFIRST BANK,
PLAINTIFF
VS.
MILLY A. MINEWEASER,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 03-1633-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) **MILLY A.**

MINEWEASER 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	\$42,178.02
Interest	\$2,571.75
Per diem of \$10.55	
From 04/01/2003	
To 11/01/2003	
Accumulated Late Charges	\$0.00
Late Charges	\$182.14
(\$26.02 per month to	
11/01/2003)	
Escrow Deficit	\$560.50
5% Attorney's Commission	\$2,108.90
TOTAL	\$47,601.31

W/Tam A. Show
Prothonotary, Clerk of Courts

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

END
mn 8/9/2004
Att Pd. 20.00
Folio
Wm. H. Smith
Accrued to def.

MIDFIRST BANK,
PLAINTIFF

VS.

MILLY A. MINEWEASER,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1633-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on January 7, 2004 the following judgment has been entered against you in the above-captioned matter:

**\$47,601.31 and for the sale and foreclosure of your property located at: 12A WOODWARD
PENFIELD , PA 15849**

Dated: January 7, 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

MILLY A. MINEWEASER
12 A WOODWARD
PENFIELD, PA 15849

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

COPY

MidFirst Bank
Plaintiff(s)

No.: 2003-01633-CD

Real Debt: \$47,601.31

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Milly A. Mineweaser
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: January 9, 2004

Expires: January 9, 2009

Certified from the record this 9th 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

MIDFIRST BANK,
PLAINTIFF
VS.
MILLY A. MINEWEASER,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 03-1633-CD
IN MORTGAGE FORECLOSURE

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

I hereby certify that on December 16, 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

12/16/03
m/2:12pm NO
W/C/C
12/16/03
MILLIE A. MINEWEASER
Plaintiff - Court of Common Pleas

MIDFIRST BANK,
Plaintiff
VS.

MILLY A. MINEWEASER
Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 03-1633-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: December 16, 2003

TO:
MILLY A. MINEWEASER
12 A WOODWARD
PENFIELD, PA 15849

**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

MIDFIRST BANK,
PLAINTIFF
VS.
MILLY A. MINEWEASER,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 03-1633-CD
IN MORTGAGE FORECLOSURE

PRAECEIPE 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 **12A WOODWARD
PENFIELD , PA 15849** as follows:

Unpaid Principal Balance	\$42,178.02
Interest	\$4,164.80
Per diem of \$10.55	
To 4/1/04	
Late Charges	\$500.45
(\$26.02 per month to 4/1/04)	
Escrow Deficit	\$886.31

5% Attorney's Commission	\$2,108.90
TOTAL WRIT	\$49,838.48

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 7, 2004

Attached is a description of the real estate.

*LEON P. HALLER
ATTORNEY FOR PLAINTIFF*

*1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178*

FILED

Att'y ad. 20.00

18/01/04

JAN 09 2004

Counts w/ prop descr.

William A. Shaw
Prothonotary/Clerk of Courts

Erg

Erg

MIDFIRST BANK,
PLAINTIFF
VS.
MILLY A. MINEWEASER,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 03-1633-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 **12A WOODWARD PENFIELD , PA 15849**:

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

MILLY A. MINEWEASER
12 A WOODWARD
PENFIELD, PA 15849

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):

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

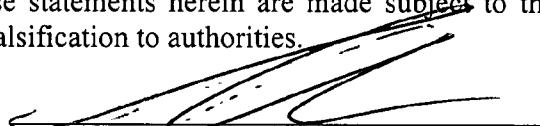
6. Name and address of every other person who has any **record interest** in the property and whose interest may be affected by the sale: **UNKNOWN**

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

MIDFIRST BANK,
PLAINTIFF
VS.
MILLY A. MINEWEASER,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 03-1633-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 7th day :

of January 2004 :

Traci M. Colm
Notary Public


LEON P. HALLER, ESQUIRE

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

MIDFIRST BANK,
PLAINTIFF

VS.

MILLY A. MINEWEASER,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-1633-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

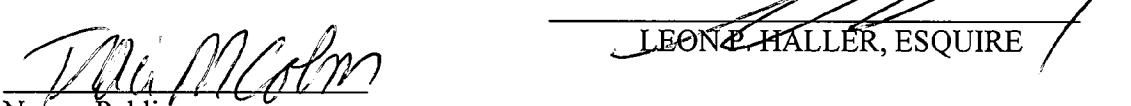
COUNTY OF DAUPHIN :

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 7th day :

of January 2004 :


LEON P. HALLER, ESQUIRE


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Trad 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**

MidFirst Bank

Vs.

NO.: 2003-01633-CD

Milly A. Mineweaser

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from MILLY A. MINEWEASER, 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:	\$49,838.48	PAID:	\$125.00
INTEREST per diem of \$10.55		SHERIFF: \$	
to 4/1/04:	\$4,164.80	ESCROW DEFICIT:	\$886.31
PROTH. COSTS: \$		OTHER COSTS: \$	
5% ATTY'S COMM: \$2,108.90		LATE CHARGES (\$26.02 per month	
DATE: 01/09/2004		to 4/1/04):	\$550.45

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

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

ALL those two certain pieces or parcels of land situate, lying and being in Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a pin in the center of Township Road T-407 leading to Penfield; thence North $42^{\circ} 44'$ East along said centerline a distance of 100 feet to a pin at the Northwest corner of lands now or formerly of David Crawford; thence South $27^{\circ} 26'$ East along lands now or formerly of Crawford a distance of 572.9 feet to an iron pin; thence South $64^{\circ} 00'$ West 100 feet to an iron pin on the line of lands now or formerly of Louis A. Provenzano; thence North $26^{\circ} 48'$ West along lands now or formerly of Louis A. Provenzano a distance of 536.5 feet to a pin and place of beginning.

THE SECOND THEREOF: BEGINNING at a pin in the center of Township Road T-407 leading to Penfield; thence along said center line North $42^{\circ} 44'$ East a distance of 28.2 feet to a pin at the Northwest corner of lands now or formerly of Clyde Llewellyn; thence South $39^{\circ} 00'$ East along said lands a distance of 167 feet to an iron pipe; thence still along said lands by the same course South $39^{\circ} 00'$ East 418.8 feet to an iron pipe; thence South $59^{\circ} 09'$ West a distance of 144.3 feet to an iron pipe at lands now or formerly of Dorothy and Ralph Weaver; thence North $27^{\circ} 26'$ West along said lands a distance of 572.9 feet to an iron pin and place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 12A WOODWARD PENFIELD , PA 15849

BEING THE SAME PREMISES WHICH Julieanne M. Goetz, by Deed dated 9/28/99 and recorded 9/30/99 as Clearfield County Instrument Number 199916310, granted and conveyed unto Milly A. Mineweaser.

Assessment #119-G02-24.7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15218
NO: 03-1633-CD

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: MINEWEASER, MILLY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/09/2004

LEVY TAKEN 03/02/2004 @ 10:15 AM

POSTED 03/02/2004 @ 10:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/14/2005

DATE DEED FILED **NOT SOLD**

FILED
6K 03-4961
FEB 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

03/02/2004 @ 10:15 AM SERVED MILLY A. MINEWEASER

SERVED MILLY A. MINEWEASER, DEFENDANT, AT THE RESIDENCE 12 A WOODWARD, PENFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA.

@ SERVED

NOW, APRIL 16, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF
SALE SCHEDULED FOR MAY 7, 2004.

@ SERVED

NOW, FEBRUARY 14, 2005 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANT. THE
PLAINTIFF'S ATTORNEY STAYED THE SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15218
NO: 03-1633-CD

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: MINEWEASER, MILLY A.
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$178.44
SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
Sgt. Christopher Bitter-Anderson
Chester A. Hawkins
Sheriff

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

MidFirst Bank

Vs.

NO.: 2003-01633-CD

Milly A. Mineweaser

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from MILLY A. MINEWEASER, Defendant(s):

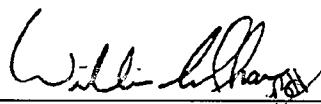
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PROTH. COSTS: \$		OTHER COSTS: \$	
5% ATTY'S COMM: \$2,108.90		LATE CHARGES (\$26.02 per month	
DATE: 01/09/2004		to 4/1/04):	\$550.45



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9th day
of January A.D. 2004
At 3:00 A.M. P.M.

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

Chesler A. Hawkins
Sheriff by Cynthia Butler-Augherbaugh

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Assessment #119-G02-24.7

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MILLY A. MINEWEASER

NO. 03-1633-CD

NOW, February 12, 2005, 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 , I exposed the within described real estate of Mineweaser, Milly A. 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 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	12.00
LEVY	15.00
MILEAGE	12.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$178.44

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	42,178.02
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	500.45
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	2,108.90
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	886.31
PROPERTY INSPECTIONS	
INTEREST	4,164.80
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$49,858.48

COSTS:

ADVERTISING	394.02
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	178.44
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$877.46

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

CHESTER A. HAWKINS, Sheriff

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

fax transmittal

To: SHERIFF'S OFFICE

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

Fax: 814-765-5915

Phone: 814-765-2641, Ext. 5989

Re: SHERIFFS SALE

MILLY A. MINEWEASER

03-1633-CD

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

Notes PLEASE STAY THE SHERIFF SALE SCHEDULED FOR 05/07/04. NO MONIES RECEIVED.

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