

03-1838-CD
NATIONAL CITY BANK OF PENNSYLVANIA vs. THEORA M. WILLIAMSON,
et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO. 03-1838-CD

Plaintiff,

**COMPLAINT IN MORTGAGE
FORECLOSURE**

vs.

THEORA M. WILLIAMSON and SHEILA
M. CLUTTER,

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Defendants.

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

DEC 15 2003

William J. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA)
Plaintiff,) NO:
vs.)
THEORA M. WILLIAMSON and SHEILA)
M. CLUTTER,)
Defendant(s))

COMPLAINT IN MORTGAGE FORECLOSURE

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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD 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.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830**

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 3232 Newmark Drive, Miamisburg, Ohio 45342.

2. The Defendant(s) is/are individuals with a last known mailing address of 123 Blue Spruce Road, Philipsburg, PA 16866. The property address is **123 Blue Spruce Road, Philipsburg, PA 16866 a/k/a RR1 Box 368, Philipsburg, PA 16866** and is the subject of this action.

3. On the 18th day of October, 1999, in consideration of a loan of Forty One Thousand Three Hundred Sixty and 50/100 (\$41,360.50) Dollars made by National City Bank of Pennsylvania, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to National City Bank of Pennsylvania, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and National City Bank of PA, as mortgagee, which mortgage was recorded on the 25th day of October, 1999, in the Office of the Recorder of Deeds of Clearfield County at Instrument No: 199917651. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

6. Since August 15, 2003, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

7. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

8. The amount due on said mortgage is itemized on the attached schedule.

9. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Fifty One Thousand Four Hundred Nine and 06/100 Dollars (\$51,409.06) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY _____


Louis P. Vitti, Esquire
Attorney for Plaintiff

WILLIAMSON, THEORA

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance		41,360.50
Interest @ 11.2500% from 07/15/03 through 12/31/2003 (Plus \$12.7481 per day after 12/31/2003)		2,154.43
Late charges through 12/12/2003 0 months @ 48.44 Accumulated beforehand (Plus \$48.44 on the 17th day of each month after 12/12/2003)		1,840.73
Attorney's fee		2,068.03
Escrow deficit		<u>3,985.37</u>
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		
	BALANCE DUE	51,409.06

LEGAL DESCRIPTION

ALL THOSE CERTAIN MESSUAGES AND LOTS OF GROUND SITUATE IN DECATUR TOWNSHIP,
CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT A POST ON PUBLIC ROAD ON THE PROPERTY OF THE
GRANTEE; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF FIFTY-SIX (56) FEET, MORE OR
LESS, TO A POST; THENCE IN A SOUTHERLY DIRECTION ALONG THE LINE OF PARCEL RESERVED
TO GRANTOR A DISTANCE OF FOUR HUNDRED FORTY-FIVE (445) FEET, MORE OR LESS, TO LINE
OF JOHN LONG; THENCE IN A GENERALLY WESTERLY DIRECTION A DISTANCE OF FIFTY-SIX (56)
FEET, MORE OR LESS, TO A POST; THENCE IN A GENERAL NORTHERLY DIRECTION A DISTANCE
OF FIVE HUNDRED TEN (510) FEET, MORE OR LESS, TO A POST AND PLACE OF BEGINNING.

THE SECOND THEREOF: BEGINNING AT A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF
LEGISLATIVE ROUTE #17058 (16.5 FEET FROM CENTER LINE) AT NORTHWESTERN CORNER OF
OTHER LAND OF MRS. WILLIAM WILLIAMSON; THENCE BY SAID OTHER LAND OF MRS. WILLIAM
WILLIAMSON, SOUTH 45 DEGREES 38 MINUTES 38 MINUTES EAST 90.0 FEET TO AN IRON PIN; THENCE BY
LAND OF GRANTOR, SOUTH 68 DEGREES 22 MINUTES WEST 61.7 FEET TO AN IRON PIN AT EDGE
OF 12 FOOT LANE; THENCE SAID BY LANE, NORTH 29 DEGREES 23 MINUTES WEST 72.1 FEET;
THENCE BY SAME, NORTH 6 DEGREES 26 MINUTES WEST 14.0 FEET TO A POINT AT SOUTHERN
RIGHT-OF-WAY LINE OF LEGISLATIVE ROUTE #17058; THENCE BY SAID RIGHT-OF-WAY LINE,
NORTH 81 DEGREES 29 MINUTES WEST 29.7 FEET TO PLACE OF BEGINNING.

EXHIBIT

VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.



Louis P. Vitti

Dated: December 12, 2003

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

VS.

WILLIAMSON, THEORA M. & SHEILA M.

Sheriff Docket # 14931

03-1838-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 2, 2004 AT 2:42 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THEORA M. WILLIAMSON, DEFENDANT AT RESIDENCE, 123 BLUE SPRUCE ROAD, PHILIPSBURG a/k/a RR#1 BOX 368, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THEORA WILLIAMSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING.

NOW JANUARY 2, 2004 AT 2:42 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHEILA M. CLUTTER, DEFENDANT AT RESIDENCE, 123 BLUE SPRUCE ROAD, PHILIPSBURG, a/k/a RR#1 BOX 368, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THEORA WILLIAMSON, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

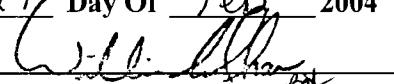
SERVED BY: NEVLING.

Return Costs

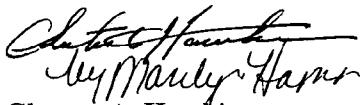
Cost	Description
35.52	SHERIFF HAWKINS PAID BY: ATTY CK# 19244
20.00	SURCHARGE PAID BY: ATTY CK# 19245

Sworn to Before Me This

27th Day Of Feb 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED
01/31/2004
FEB 27 2004
E
KES
William A. Shaw
Prothonotary-Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO. 03-1838-CD

Plaintiff,

**PRAECIPE FOR DEFAULT
JUDGMENT, CERTIFICATION OF
MAILING AND AFFIDAVIT OF NON-
MILITARY SERVICE**

vs.

THEORA M. WILLIAMSON and SHEILA
M. CLUTTER,

Code MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

MAR 04 2004 *fm*

m / 11:50 / am

William A. Shaw

Prothonotary/Clerk of Courts

No Errors

NOTICE TO DEFENDANT

STATEMENT TO ATTORNEY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA, :

Plaintiff, : NO. 03-1838-CD
vs. :
THEORA M. WILLIAMSON and SHEILA M. :
CLUTTER, :
Defendant. :
:

PRAECIPE FOR DEFAULT JUDGMENT
AND ASSESSMENT OF DAMAGES

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$52,212.88** in favor of the National City Bank of Pennsylvania, Plaintiff in the above-captioned action, against the Defendants, **Theora M. Williamson** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

Unpaid Principal Balance	\$41,360.50
Interest from 07/15/03-03/02/04 (Plus \$12.7481 per day after 02/17/04)	2,957.55
Late charges (Plus \$48.44 per month from 12/12/03-Sale Date)	1,840.73
Attorney's fee	2,068.03
Escrow Deficit (Plus any additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	<u>3,985.37</u>
Total Amount Due	<u>\$52,212.88</u>

The real estate, which is the subject matter of the Complaint, is situate in Decatur TWP, Clearfield Cty, & Cmwlth of PA. HET a dwg k/a 123 Blue Spruce Road, Philipsburg, PA 16866. Map #112-P12-151.



Louis P. Vitti, Esquire
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA, : NO. 03-1838-CD
Plaintiff, :
vs. :
THEORA M. WILLIAMSON and SHEILA M. :
CLUTTER, :
Defendant. :
:

CERTIFICATION OF MAILING

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on February 3, 2004, giving ten (10) day notice that judgment would be entered should no action be taken.

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:

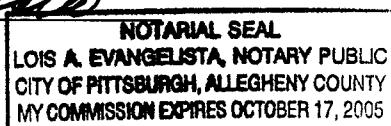

Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 2nd day

of March, 2004.


Lois A. Evangelista
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

BEFORE me, the undersigned authority, personally appeared Louis P. Vitti, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that DEFENDANT(S) is/are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge is/are not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.



Louis P. Vitti, Esquire

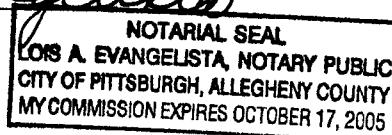
SWORN to and subscribed

before me this 17th day

of February, 2004.



Notary Public



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

National City Bank of Pennsylvania
Plaintiff(s)

No.: 2003-01838-CD

Real Debt: \$52,212.88

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Theora M. Williamson
Sheila M. Clutter
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 4, 2004

Expires: March 4, 2009

Certified from the record this March 4, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA, :

	Plaintiff, :	NO. 03-1838-CD
vs.	vs. :	
THEORA M. WILLIAMSON and SHEILA M.	Defendant. :	
CLUTTER,		

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding
on the 4 day of MARCH 2004.

Judgment is as follows: **\$52,212.88.**



Deputy

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

**** THE DEBT COLLECTOR IS ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.****

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO. 03-1838-CD

Plaintiff,

**PRAECIPE FOR WRIT OF
EXECUTION AND AFFIDAVIT OF
LAST KNOWN ADDRESS**

vs.

THEORA M. WILLIAMSON and SHEILA
M. CLUTTER,

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Defendants.

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

MAR 04 2004

0/12/04
William A.

Prothonotary/Clerk

6 Writs to SFL

No Court Copies

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA, :

: NO. 03-1838-CD

Plaintiff, :

vs. :

THEORA M. WILLIAMSON and SHEILA M. :

CLUTTER, :

Defendant. :

**PRAECIPE FOR WRIT OF
EXECUTION IN MORTGAGE FORECLOSURE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Issue a Writ of Execution in favor of the Plaintiff and against the Defendant(s) in the
above-captioned matter as follows:

Amount Due \$52,212.88

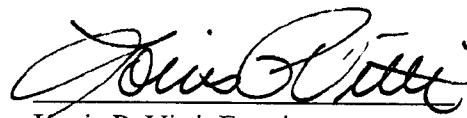
Interest 2/18/04-Sale Date _____.

Total \$ _____.

Prae. Prothonotary 140.52

The real estate, which is the subject matter of the Praeclipe for Writ of Execution is situate
in:

Decatur TWP, Clearfield Cty, & Cmwlth of PA. HET a dwg k/a 123 Blue Spruce Road, Philipsburg, PA
16866. Map #112-P12-151.


Louis P. Vitti, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA, :

: NO. 03-1838-CD

Plaintiff, :

vs. :

THEORA M. WILLIAMSON and SHEILA M.
CLUTTER, :

Defendant. :

AFFIDAVIT

I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief,
the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute. That
the Defendants' last known address is 123 Blue Spruce Road, Philipsburg, PA 16866.



Louis P. Vitti
Esquire

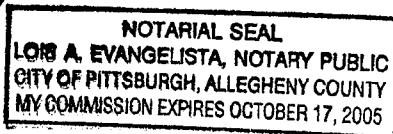
SWORN TO and subscribed

before me this 2nd day of

March, 2004.



Lori A. Evangelista
Notary Public



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

National City Bank of Pennsylvania,

Vs.

NO.: 2003-01838-CD

Theora M. Williamson,
Sheila M. Clutter,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from THEORA M. WILLIAMSON, SHEILA M. CLUTTER, , Defendant(s):

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

(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: \$52,212.88

PAID: \$140.52

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/04/2004

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

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Louis P. Vitti, Esq.
916 Fifth Avenue
Pittsburgh, PA 15219

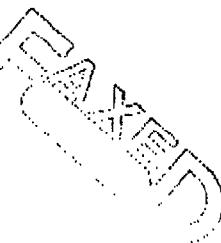
Sheriff

LOUIS P. VITTI & ASSOCIATES, P.C.

916 Fifth Avenue
Pittsburgh, PA 15219

PHONE: (412) 281-1725

FAX: (412) 281-3810



FACSIMILE TRANSMITTAL

DATE: 3.25.04

ADDRESSEE:	Cindy
COMPANY:	Clearfield County Sheriff Office
YOUR FAX NUMBER:	814-765-6009 57915
FROM:	Lois Evangelista

Number of Pages (including cover): 1

RE: Theora Williamson

Court Term & No. 03-13838-CD

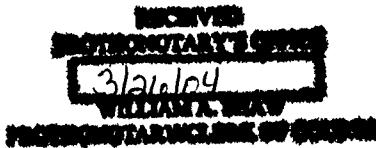
ADDITIONAL COMMENTS:

Hello Cindy,

In response to your fax this morning...please do not set a sale date as of yet for the above referenced case...kindly send the Writ/Execution pack back to me....as per our client the debtor has applied for and been granted assistance.

Thank you and have a good day!

Lois

Original Copy to follow by mail: Yes No **NOTE: If you have difficulty receiving this transmittal, please call (412) 281-1725. Thank you.**

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE USE OF THE ABOVE NAMED INDIVIDUAL OR COMPANY. IF THE READER IS NOT THE INTENDED RECIPIENT, EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED PARTY, YOU ARE HEREBY NOTIFIED THAT DISSEMINATION OR COPYING OF THIS FACSIMILE IS PROHIBITED BY LAW. IF YOU RECEIVE THIS FACSIMILE IN ERROR, PLEASE NOTIFY THE READER BY TELEPHONE OR RETURN THE ORIGINAL FACSIMILE BY THE U.S. POSTAL SERVICE. THANK YOU.

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

National City Bank of Pennsylvania,

Vs.

NO.: 2003-01838-CD

Theora M. Williamson,
Sheila M. Clutter,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from THEORA M. WILLIAMSON, SHEILA M. CLUTTER, , Defendant(s):

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

(11) 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;

(12) 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: \$52,212.88

PAID: \$140.52

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

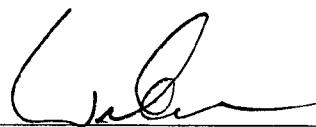
ATTY'S COMM: \$

DATE: 03/04/2004

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

Requesting Party: Louis P. Vitti, Esq.
916 Fifth Avenue
Pittsburgh, PA 15219

Sheriff



William A. Shaw
Prothonotary/Clerk Civil Division

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

National City Bank of Pennsylvania,

Vs.

NO.: 2003-01838-CD

Theora M. Williamson,
Sheila M. Clutter,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from THEORA M. WILLIAMSON, SHEILA M. CLUTTER, , Defendant(s):

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

(8) 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;

(9) 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: \$52,212.88

PAID: \$140.52

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/04/2004



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Louis P. Vitti, Esq.
916 Fifth Avenue
Pittsburgh, PA 15219

Sheriff

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

National City Bank of Pennsylvania,

Vs.

NO.: 2003-01838-CD

Theora M. Williamson,
Sheila M. Clutter,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from THEORA M. WILLIAMSON, SHEILA M. CLUTTER, , Defendant(s):

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

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

Garnishee(s) as follows:

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

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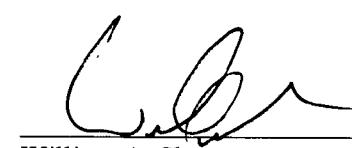
SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

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COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

National City Bank of Pennsylvania,

Vs.

NO.: 2003-01838-CD

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Sheila M. Clutter,

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Requesting Party: Louis P. Vitti, Esq.
916 Fifth Avenue
Pittsburgh, PA 15219

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO. 03-1838-CD

**PRAECIPE TO SETTLE AND
DISCONTINUE**

Plaintiff,

vs.

THEORA M. WILLIAMSON and SHEILA
M. CLUTTER,

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

SEP 29 2004
11:30 AM
William A. Shaw
Prothonotary/Clerk of Courts
No. 72-2

No. 72-2

Disc. to C/A + Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA, : NO. 03-1838-CD
Plaintiff, :
vs. :
THEORA M. WILLIAMSON and SHEILA M. CLUTTER, :
Defendants. :

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

KINDLY settle, discontinue and satisfy - Verdicts, Judgments, Executions, Awards,
Decrees, Equity, Liens, Counterclaims or Cross-claims and Plaintiff's case as to Defendant(s).

Respectfully submitted,

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:



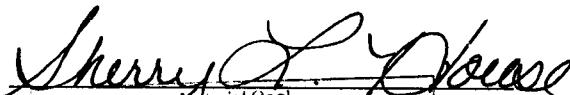
Louis P. Vitti, Esquire
Attorney for Plaintiff

I hereby certify that the foregoing is a true and correct statement of the above case.

SWORN TO and subscribed

before me this 23rd day

of September, 2004.


Sherry L. House
Notary Public
Sherry L. House, Notary Public
Pleasant Hills Boro, Allegheny County
My Commission Expires January 28, 2007
Notary Public Seal
Pennsylvania Department of Natares

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

CIVIL DIVISION

National City Bank of Pennsylvania

Vs.

No. 2003-01838-CD

Theora M. Williamson

Sheila M. Clutter

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 29, 2004, marked:

Settle and Discontinue

Record costs in the sum of \$187.53 have been paid in full by Atty. Louis P. Vitti.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of September A.D. 2004.

William A. Shaw, Prothonotary