

04-486-CD  
FIRSTMERIT BANK N.A. et al. vs. CHRIS A DAUB

Firstmerit Bank et al vs. Chris Daub  
2004-486-CD

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

FIRSTMERIT BANK, N.A.,  
Assignee of FAMILY MOBILE  
HOMES INC.,

Plaintiff,

v.

NO.

04-486-C

CHRIS A. DAUB,

Defendant.

ISSUE NO.:

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

CODE:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
ATTORNEYS FOR PLAINTIFF

TYPE OF PLEADING:

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:  
P.O. Box 2060  
Alliance, OH 44601

FILED ON BEHALF OF:  
PLAINTIFF

AND THE DEFENDANT ARE:

3306 Greenville Pike  
Grampian, PA 16838

COUNSEL OF RECORD FOR THIS  
PARTY:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
ATTORNEYS FOR PLAINTIFF

Kimberly J. Hong, ESQUIRE  
Pa. I.D. #74950

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL  
ESTATE Affected BY THIS LIEN IS:

RD1, Box 262  
Grampian, PA 16838  
Twp of Bloom  
WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
ATTORNEYS FOR PLAINTIFF

WELTMAN, WEINBERG & REIS CO., L.P.A.  
Firm #339  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955  
WWR#03169170

**FILED**

APR 08 2004

William A. Shaw  
Prothonotary

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

FIRSTMERIT BANK, N.A.,  
Assignee of FAMILY MOBILE  
HOMES INC.,

Plaintiff,

v.

NO:

CHRIS A. DAUB,

Defendant.

**NOTICE TO DEFEND**

**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 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 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 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:**

PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

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

FIRSTMERIT BANK, N.A.,  
Assignee of FAMILY MOBILE  
HOMES INC.,

Plaintiff,

v.

NO:

CHRIS A. DAUB,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, FirstMerit Bank, N.A., assignee of Family Mobile Homes Inc., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is FirstMerit Bank, N.A., assignee of Family Mobile Homes Inc., a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").

2. The Defendant is Chris A. Daub, an adult individual whose last known address is 3306 Greenville Pike, Grampian, PA 16838.

3. On or about October 4, 1999, the Defendant borrowed the sum of \$65,950.00 from Plaintiff pursuant to the terms of a written agreement, and as security for repayment thereof, Defendant made, executed and delivered to Plaintiff, a Mortgage in the original principal amount of \$65,950.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on October 11, 1999 in Instrument No. 199916893. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

4. Family Mobile Homes Incorporated, assigned all of its right, title and interest in and to the Mortgage to Plaintiff, pursuant to an Assignment of Mortgage, which was recorded on November 9, 1999, in Document No. 199918587.

5. The Defendant is the current record and real owner of the aforesaid mortgaged premises.

6. The Defendant is in default under the terms of the aforesaid written agreement and Mortgage.

7. Demand for payment has been made upon the Defendant by Plaintiff, but Defendant was unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

8. On or about February 27, 2004, Defendant was mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq.

9. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$ 65,298.70
Interest thru 2/6/04	\$ 5,391.61
Late Charge thru 2/6/04	\$ 16.26
Corp. Advance thru 2/6/04	\$ 225.00
Appraisal thru 2/6/04	\$ 310.00
Execution Costs thru 2/6/04	\$ 0.00
Attorneys' Fees thru 2/6/04	\$ 1,000.00
Other Charges	\$ <u>50.00</u>
 TOTAL	\$ 72,291.57

10. Contemporaneously hereunder, Defendant has been advised of his right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$72,291.57, with interest thereon at the rate of \$19.23 per diem from February 6, 2004, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS CO., L.P.A.

Kimberly J. Hong, Esquire  
Pa. I.D. #74950  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

## REAL ESTATE MORTGAGE

67148

THIS MORTGAGE, made and entered into this 4th day of October 19 99, by and between the undersigned, Chris A. Daub, single, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E. Pleasant Valley Blvd., Altona, Pennsylvania 16602, herein called "Mortgagee"

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the principal sum of Sixty-Five Thousand Nine Hundred Fifty and 00/100 Dollars (\$65,950.00), (and/or any renewal financing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL that real estate situated in the County of Clearfield (City, Borough, Township) of Bloom Township Ward known and numbered as RD1 Box 262 Grampian, PA 16838 Street Address City, Town, Post Office Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume 1852 Page 505, and more particularly described as:

Daub

App. # 321324

# 67148

"See Attached Exhibit A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant; herein called the Mortgaged Premises

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note, Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferral charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferral.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure thereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgement and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder, including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgement at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereof, which such costs Mortgagee agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereinafter to the Mortgagee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situated thereon a mobile home which the Mortgagor does intend to permanently affix to said property

BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagor.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

*Dicky Schmitt*

*Chris A. Daub*

(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

I certify the precise residence of the Mortgagor to be 1583 E PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16602

*Melody J. Endres*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss

On this 4th day of October 1999, before me Melody J. Endres,  
the undersigned officer, personally appeared Chris A. Daub, single  
known to me (or satisfactorily proven) to be the person, whose name is subscribed to the within instrument and  
acknowledged that he as Mortgagor has executed the same for the purposes herein  
contained.

In Witness Whereof, I Hereunto set my hand and seal.  
My commission expires April 6, 2002  
\_\_\_\_\_  
Member, Pennsylvania Association of Notaries  
\_\_\_\_\_  
Title of Officer

Notarial Seal  
Melody J. Endres, Notary Public  
Logan Twp., Blair County  
My Commission Expires April 6, 2002  
\_\_\_\_\_  
Member, Pennsylvania Association of Notaries  
\_\_\_\_\_  
Title of Officer

COMMONWEALTH  
OF PENNSYLVANIA  
COUNTY OF

RECORDED on this day  
of April 19, A.D. 19  
in the Recorder's Office of said County, in Mort-  
gage Book, Vol.       , Page         
Given under my hand and seal of the said  
office, the day and year aforesaid.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO  
FAMILY MOBILE  
HOMES, INC.

MAIL TO  
FAMILY MOBILE  
HOMES, INC.

Exhibit "A"

ALL that certain piece, parcel or tract of land situate in Bloom Township,

Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a post on the Waterford and Erie Turnpike; thence by a lane and land of George A. Bloom, North  $66\frac{1}{2}$ ° East, 26 perches to a post; thence by land of John Bilger, North 3° East, 12 perches to a post; thence by land formerly of George A. Bloom, South  $66\frac{1}{2}$ ° West, 34.2 perches to a stone by the Waterford and Erie Turnpike; thence by said Turnpike, South 36° East 11 perches to place of beginning. Containing two acres of ground and having thereon erected a two-story frame dwelling house and other outbuildings.

BEING the same premises which Blair O. Solley and Viola Solley, his wife, granted and conveyed unto Samuel D. Daub and Mary C. Daub, his wife, by deed dated October 9, 1971 and recorded October 13, 1971 in the office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 581, page 316.

HIS IS A CONVEYANCE FROM PARENTS TO SON AND THEREFORE IS AN EXCLUDED TRANSACTION FOR THE PURPOSES OF PENNSYLVANIA REALTY TRANSFER TAX UNDER 72 P.S. SECTION 8102-C.3(6).

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
197916893  
RECORDED ON  
Oct 11, 1999  
2:35:38 PM

RECORDING FEES -	\$13.00
RECORDER	\$1.00
COUNTY IMPROVEMENT FUND	
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$15.50

*Tommy Moore*

## **FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE**

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

## VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, she is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to her by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of her knowledge, information and belief.



---

Kimberly J. Hong, Esquire

FILED  
1:24 AM 1 CUST W/H  
APR 08 2004

William A. Shaw  
Prothonotary

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

**FIRSTMERIT BANK**

**VS.**

**DAUB, CHRIS A.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #** 15404

**04-486-CD**

**SHERIFF RETURNS**

---

NOW APRIL 20, 2004 AT 11:17 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRIS A. DAUB, DEFENDANT AT RESIDENCE, 355 NAULTON ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRIS A. DAUB A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DVIS/MORGILLO

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>31.87</b>	<b>SHERIFF HAWKINS PAID BY: ATTY Ck# 8129106</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 8129531</b>

---

**Sworn to Before Me This**

17 Day Of May 2004  
Chester A. Hawkins

**So Answers,**

*Chester Hawkins*  
*By Marilyn Hahn*  
**Chester A. Hawkins**  
**Sheriff**

**FILED**

*0 1:30 PM*  
**MAY 17 2004**  
*WMD*

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

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

FIRSTMERIT BANK, N.A.,  
Assignee of FAMILY MOBILE  
HOMES, INC.,

Plaintiff No. 04-486-CD

vs.

CHRIS A. DAUB,

Defendant

PRAEICE FOR DEFAULT JUDGMENT  
(IN REM)

FILED

JUN 07 2004

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

P.O. Box 2060  
Alliance, OH 44601

William A. Shaw  
Prothonotary

Kimberly J. Hong, Esquire  
PAID NO 74950

**AND THE DEFENDANT IS:**

355 Naulton Road  
Curwensville, PA 16833

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: \_\_\_\_\_  
ATTORNEYS FOR PLAINTIFF

WWR#03169170

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

FIRSTMERIT BANK, N.A.,  
Assignee of FAMILY MOBILE  
HOMES, INC.,

Plaintiff

No. 04-486-CD

vs.

CHRIS A. DAUB,

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT (IN REM)**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Chris A. Daub, above named, in the default of an Answer, in the amount of \$76,083.57 computed as follows:

Principal	\$ 65,298.70
Interest thru 6/4/04	
at the legal interest rate of \$19.23 per diem	\$ 7,680.19
Late Charges thru 6/4/04	\$ 16.26
Corp. Advance thru 6/4/04	\$ 870.00
Repairs thru 6/4/04	\$ 133.42
Appraisal thru 6/4/04	\$ 1,035.00
Execution Costs thru 6/4/04	\$ 0.00
Attorneys fees thru 6/4/04	\$ 1,000.00
Title Search	\$ 50.00
 TOTAL	 \$ 76,083.57

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

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

Kimberly J. Hong  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

**AFFIDAVIT OF NON-MILITARY SERVICE**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
Kimberly J. Hong  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

FIRSTMERIT BANK, N.A.,  
assignee of FAMILY MOBILE  
HOMES, INC.,

Plaintiff,

vs.

CHRIS A. DAUB,

Civil Action No. 04-486-CD

Defendant.

**IMPORTANT NOTICE**

TO: Chris A. Daub  
355 Naulton Road  
Curwensville, PA 16833

Date of Notice: 5/24/04

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

**PA Bar Association**  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
Kimberly J. Hong  
Weltman, Weinberg & Reis co. L.P.A.  
2718Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

FIRSTMERIT BANK, N.A.,  
Assignee of FAMILY MOBILE  
HOMES, INC.,

Plaintiff

No. 04-486-CD

vs.

CHRIS A. DAUB,

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Chris A. Daub  
355 Naulton Road  
Curwensville, PA 16833

( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on 6/7/04

( ) Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.  
(XX) Mortgage Foreclosure in the amount of \$76,083.57 plus costs.  
( ) Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's  
license and/or registration will be suspended by the Department of  
Transportation, Bureau of Traffic Safety, Harrisburg, PA.  
(xx) Entry of Judgment of  
( ) Court Order  
( ) Non-Pros  
( ) Confession  
(xx) Default  
( ) Verdict  
( ) Arbitration Award

Prothonotary

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

PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

Firstmerit Bank N.A.  
Family Mobile Homes, Inc.  
Plaintiff(s)

No.: 2004-00486-CD

Real Debt: \$76,083.57

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Chris A. Daub  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 7, 2004

Expires: June 7, 2009

Certified from the record this 7th day of June, 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

**DEED**

**THIS INDENTURE** made the 27<sup>th</sup> day of August, 2001 BETWEEN  
KENNETH C. LEZZER, t/d/b/a KCL ENTERPRISES, of P. O. Box 21,  
Curwensville, Pennsylvania, Party of the First Part, hereinafter  
referred to as "GRANTOR",

AND

MARK A. THOMPSON, an individual, of White Township, Indiana  
County, Pennsylvania, Party of the Second Part, hereinafter  
referred to as "GRANTEE",

WITNESSETH, that the said party of the first part, in  
consideration of the sum of Fifteen Thousand (\$15,000.00) DOLLARS  
to him now paid by the party of the second part, does grant,  
bargain, sell and convey unto the party of the second part, his  
heirs, executors and assigns,

ALL that certain piece or parcel of land known as Lot 11, the  
southern portion of Lot 4, in the KCL Enterprises Subdivision  
situate in Lawrence Township, Clearfield County, Pennsylvania,  
bounded and described as follows:

BEGINNING at a 5/8" rebar set at the northwestern corner of  
the land herein described; thence by Lot 4 in the KCL  
Enterprises Subdivision (N 53° 53' 56" E) 274.580 feet to a  
5/8" rebar; thence by land of Crown Crest Cemetery  
Corporation (S 40° 13' 00" E) 20.000 feet to a 5/8" rebar;  
thence by land of Mark A. Thompson, the Grantee herein, (S  
53° 53' 56" W) 274.580 feet to a 5/8" rebar; thence by Lot 5  
in the KCL Enterprises Subdivision (N 40° 13' 00" W) 20.000  
feet to a 5/8" rebar and the place of beginning. Containing  
0.126 acres.

BEING a portion of the same premises conveyed to the Grantor  
herein by deed of James K. Brown and Tanis A. Brown dated

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

Defendant.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #03167170

FILED

JUN 21 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

Defendant.

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County  
against Defendant, Chris A. Daub the amount of:

1. Judgment Amount	\$ 76,083.57
Interest at the rate of \$19.23 per diem from 6/04/04 to sale date	\$ 2,288.37
2. Late Charges thru sale date	\$ <u>123.12</u>
<b>TOTAL</b>	<b>\$ 78,495.06</b>

*125.00 Prothonotary costs*

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)

\$

Date: 6/14/04

  
\_\_\_\_\_  
Kimberly J. Hong  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

~~FILED~~

1701  
JUN  
21 2004

ccs  
lemonis w/ prop. descr.  
to Staff

William A. Shattu  
Prothonotary/Clerk of Courts  
Aug 12, 2000

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Firstmerit Bank, N.A., et. al., Plaintiff in the above action, sets forth as of the date of the Praecept for the Writ of Execution was filed the following information concerning the real property of Chris A. Daub, located at RD 1, Box 262, Grampian, PA 16838 a/k/a 3306 Greenville Pike, Grampian, PA 16838 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF CHRIS A. DAUB OF, IN AND TO:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF BLOOM, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AND NUMBERED AS RD 1, BOX 262, GRAMPIAN, PA 16838 a/k/a 3306 GREENVILLE PIKE, GRAMPIAN, PA 16838. DEED BOOK VOLUME 1852, PAGE 505, PARCEL NUMBER 104-F9-57.

1. The name and address of the owners or reputed owners:

Chris A. Daub

355 Naulton Road  
Curwensville, PA 16833

2. The name and address of the Defendants in the judgment:

Chris A. Daub

355 Naulton Road  
Curwensville, PA 16833

3. The name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Firstmerit Bank, N.A., et. al.

(Plaintiff)

Tax Claim Bureau

230 E. Market Street  
Clearfield, PA 16830

4. The name and address of the last record holder of every mortgage of record:

Firstmerit Bank, N.A., et. al.

(Plaintiff)

5. The name and address of every other person who has any record lien on the property:

NONE

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

NONE

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

Inheritance Tax Bureau

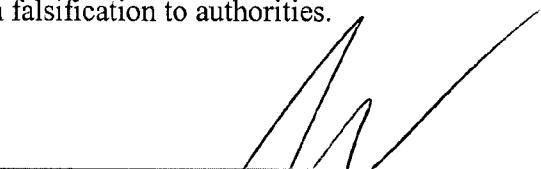
230 East Market Street  
Clearfield, PA 16830

Domestic Relations

230 East Market Street  
Clearfield, PA 16830

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1 and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

I verify that the statements made in the 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.A. §4904 relating to unsworn falsification to authorities.

  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before me

this 15<sup>th</sup> day of June, 2004.

  
Notary Public

NOTARIAL SEAL  
ANGELA M. SCHOFIELD, NOTARY PUBLIC  
CITY OF PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MARCH 8, 2006

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

Defendant.

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kimberly J. Hong, attorney for the Plaintiff, who being duly sworn according to law deposes and says that the owner of the property located at RD 1, Box 262, Grampian, PA 16838 a/k/a 3306 Greenville Pike, Grampian, PA 16838 is Defendant, Chris A. Daub, who resides at 355 Naulton Road, Curwensville, PA 16833, to the best of her information, knowledge and belief.



---

KIMBERLY J. HONG, ESQUIRE  
Weltman, Weinberg & Reis, Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

Sworn to and subscribed before me

this 15<sup>th</sup> day of June, 2004.

Angela M. Schofield  
Notary Public

NOTARIAL SEAL  
ANGELA M. SCHOFIELD, NOTARY PUBLIC  
CITY OF PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MARCH 8, 2006

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

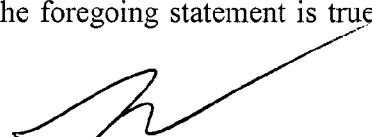
CHRIS A. DAUB,

Defendant.

AFFIDAVIT OF COMPLIANCE WITH ACT 6 OF 1974, 41 P.S. 101, ET. SEQ.  
AND ACT 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kimberly J. Hong, Esquire, attorney for the Plaintiff, who being duly sworn according to law deposes and says that on or about February 27, 2004, Defendant was mailed a Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101 et seq. and a Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et. seq. The foregoing statement is true and correct to the best of my knowledge, information and belief.



KIMBERLY J. HONG, ESQUIRE  
Weltman, Weinberg & Reis, Co., L.P.A.  
2718 Koppers Building, 436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

Sworn to and subscribed before me,

this 15<sup>th</sup> day of June, 2004.

Angela M. Schofield  
NOTARY PUBLIC

NOTARIAL SEAL  
ANGELA M. SCHOFIELD, NOTARY PUBLIC  
CITY OF PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MARCH 8, 2006

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

**COPY**

Firstmerit Bank N.A., assignee of  
Family Mobile Homes, Inc.

Vs.

NO.: 2004-00486-CD

Chris A. Daub

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRSTMERIT BANK N.A., assignee of FAMILY MOBILE HOMES, INC., Plaintiff(s) from CHRIS A. DAUB, Defendant(s):

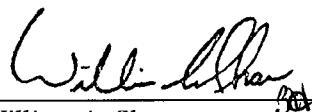
- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE:	<b>\$78,495.06</b>	PAID: <b>\$125.00</b>
INTEREST at the rate of \$19.23 per diem		SHERIFF: \$
from 6/04/04 to sale date:	<b>\$2,288.37</b>	LATE CHARGES thru sale date: <b>\$123.12</b>
PROTH. COSTS: \$		OTHER COSTS: \$
ATTY'S COMM: \$		
DATE: 06/21/2004		

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

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

Requesting Party: Kimberly J. Hong  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

Sheriff

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD

vs.

CHRIS A. DAUB,

Defendant.

LONG FORM DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in Bloom Township, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a post on the Waterford and Erie Turnpike; thence by a lane and land of George A. Bloom, North 66 ½ degrees East, 26 perches to a post; thence by land of John Bilger, North 3 degrees East, 12 perches to a post; thence by land formerly of George A. Bloom, South 66 ½ degrees West, 34.2 perches to a stone by the Waterford and Erie Turnpike; thence by said Turnpike, South 36 degrees East 11 perches to place of beginning. Containing two acres of ground and having thereon erected a two-story frame dwelling house and other outbuildings.

BEING the same premises which Samuel D. Daub and Mary C. Daub, by Deed dated June 25, 1997 and recorded in Clearfield County on June 27, 1997 at Deed Book Volume 1852, Page 505, granted and conveyed to Chris A. Daub.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



---

Kimberly J. Hong, Esquire  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Parcel No: 104-F9-57

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD

vs.

CHRIS A. DAUB,

Defendant.

TYPE OF PLEADING:

DEFENDANT AFFIDAVIT OF SERVICE

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #03169170

FILED NO  
11-2004 cc  
OCT 18 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

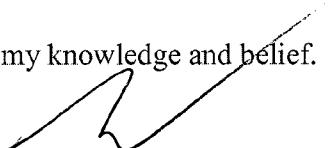
Defendant.

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on the Defendant.

1. On or about August 26, 2004, Plaintiff mailed Defendant a copy of the Notice of Sheriff's Sale by certified mailed, return receipt requested. On or about August 31, 2004, the certified mailing receipt was signed and returned indicating service on the Defendant. A true and correct copy of the signed certified mail receipt is marked Exhibit 'A', attached hereto and made a part hereof.

I verify that these statements made are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

Sworn to and subscribed before me

This 15<sup>th</sup> day of October, 2004.

  
Notary Public

NOTARIAL SEAL  
ANGELA M. SCHOFIELD, NOTARY PUBLIC  
CITY OF PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MARCH 8, 2003

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**Chris Daub A USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here  
**NOS**  
**8/26/04**

**Sent To**  
Street, Apt. No. **355 Naulton Rd**  
or PO Box No.  
City, State, ZIP **Curwensville, PA 16833**

See Reverse for Instructions

PS Form 3800, June 2002

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

**Chris A Daub  
355 Naulton Road  
Curwensville, PA 16833**

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

**X Chris Daub**

Agent  
 Addressee

**B. Received by (Printed Name)**

**Chris Daub**

**C. Date of Delivery**  
**8/31/04**

**D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No**

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes**

**2. Article Number**

*(Transfer from service label)*

**7002 3150 0003 3646 5490**

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**EXHIBIT**

A

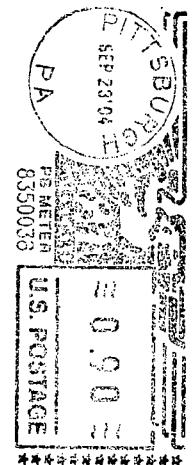
**FILED**

**OCT 18 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

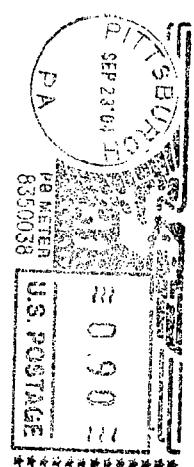
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>Wolffman, Weinberg &amp; Reis Co., L.P.A.</u> <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>			
One piece of ordinary mail addressed to: <u>TAX CLAIM BUREAU</u> <u>PA GRANT ST. STA. 37</u> <u>230 EAST MARKET</u> <u>CLARFIELD, PA 110830</u> <u>SEP 23 2004</u> <u>USPS</u> <u>DUM</u>			

PS Form 3817, January 2001

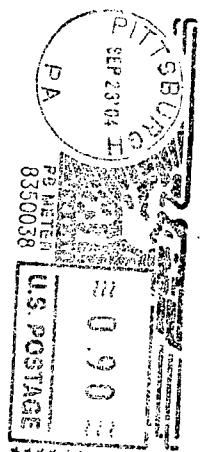


U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>Wolffman, Weinberg &amp; Reis Co., L.P.A.</u> <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>			
One piece of ordinary mail addressed to: <u>INHERITANCE</u> <u>U8P81 BUREAU</u> <u>230 EAST MARKET</u> <u>CLARFIELD, PA 110830</u> <u>SEP 23 2004</u> <u>PA GRANT ST. STA. 37</u> <u>USPS</u> <u>DUM</u>			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>Wolffman, Weinberg &amp; Reis Co., L.P.A.</u> <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>			
One piece of ordinary mail addressed to: <u>DUM</u> <u>RECEIPTS</u> <u>230 EAST MARKET</u> <u>CLARFIELD, PA 110830</u> <u>SEP 23 2004</u> <u>PA GRANT ST. STA. 37</u> <u>USPS</u> <u>DUM</u>			



PS Form 3817, January 2001

**EXHIBIT**

**A**

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

Defendant.

LIENHOLDER AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on September 23, 2004. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.



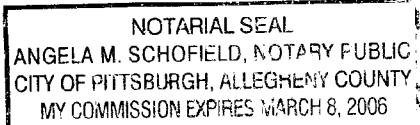
---

Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me

This 13<sup>th</sup> day of October, 2004.

Angela M. Schofield  
Notary Public



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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

Defendant.

TYPE OF PLEADING:

**LIENHOLDER AFFIDAVIT OF SERVICE**

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #03169170

FILED NO  
11:2004  
OCT 18 2004  
cc

William A  
Prothonotary/Clerk  
2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16176  
NO. 04-486-CD

PLAINTIFF: FIRSTMERIT BANK, N.A. ASSIGNEE OF FAMILY MOBILE HOMES, INC.  
VS.  
DEFENDANT: CHRIS A. DAUB

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/21/2004

LEVY TAKEN 08/30/2004 @ 10:37 AM

POSTED 08/30/2004 @ 10:37 AM

SALE HELD 11/05/2004

SOLD TO FIRSTMERIT BANK, N.A.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/25/2005

DATE DEED FILED 02/25/2005

PROPERTY ADDRESS RD 1, BOX 262 A/K/A 3306 GREENVILLE PIKE GRAMPIAN , PA 16838

**SERVICES**

09/01/2004 @ 8:41 AM SERVED CHRIS A. DAUB

SERVED CHRIS A. DAUB, DEFENDANT, AT HIS RESIDENCE 355 NAULTON ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRIS A. DAUB

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/HER THE CONTENTS THEREOF.

64  
2 3708 pl 5.00  
FEB 25 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16176  
NO: 04-486-CD

PLAINTIFF: FIRSTMERIT BANK, N.A. ASSIGNEE OF FAMILY MOBILE HOMES, INC.  
vs.  
DEFENDANT: CHRIS A. DAUB

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$222.94

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

25 Day of Feb. 2005

Will M. Hause

So Answers,

Chester A. Hawkins  
By Cynthia Butler-Aufderhaf  
Chester A. Hawkins  
Sheriff

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

Firstmerit Bank N.A., assignee of  
Family Mobile Homes, Inc.

Vs.

NO.: 2004-00486-CD

Chris A. Daub

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRSTMERIT BANK N.A., assignee of FAMILY MOBILE HOMES, INC., Plaintiff(s) from CHRIS A. DAUB, Defendant(s):

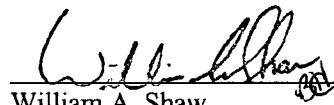
- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE:	<b>\$78,495.06</b>	PAID: <b>\$125.00</b>
INTEREST at the rate of \$19.23 per diem		SHERIFF: \$
from 6/04/04 to sale date:	<b>\$2,288.37</b>	LATE CHARGES thru sale date: <b>\$123.12</b>
PROTH. COSTS: \$		OTHER COSTS: \$
ATTY'S COMM: \$		
DATE: 06/21/2004		

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

Received this writ this 21st day  
of JUNE A.D. 2004  
At 3:15 A.M. AM

Chester A. Haudens  
Sheriff by Cynthia Butler-Aughenbaugh

Requesting Party: Kimberly J. Hong  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

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

FIRSTMERIT BANK, N.A., assignee of  
FAMILY MOBILE HOMES, INC.,

Plaintiff, NO: 04-486-CD  
vs.

CHRIS A. DAUB,

Defendant.

## LONG FORM DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate in Bloom Township, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a post on the Waterford and Erie Turnpike; thence by a lane and land of George A. Bloom, North 66  $\frac{1}{2}$  degrees East, 26 perches to a post; thence by land of John Bilger, North 3 degrees East, 12 perches to a post; thence by land formerly of George A. Bloom, South 66  $\frac{1}{2}$  degrees West, 34.2 perches to a stone by the Waterford and Erie Turnpike; thence by said Turnpike, South 36 degrees East 11 perches to place of beginning. Containing two acres of ground and having thereon erected a two-story frame dwelling house and other outbuildings.

BEING the same premises which Samuel D. Daub and Mary C. Daub, by Deed dated June 25, 1997 and recorded in Clearfield County on June 27, 1997 at Deed Book Volume 1852, Page 505, granted and conveyed to Chris A. Daub.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Kimberly J. Hong, Esquire  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Parcel No: 104-F9-57

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CHRIS A. DAUB

NO. 04-486-CD

NOW, February 25, 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 November 05, 2004, I exposed the within described real estate of Chris A. Daub to public venue or outcry at which time and place I sold the same to FIRSTMERIT BANK, N.A. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	4.50
LEVY	15.00
MILEAGE	9.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	9.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$222.94</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	76,083.57
INTEREST @ 19.2300 %	2,961.42
FROM 06/04/2004 TO 11/05/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$79,064.99</b>

**COSTS:**

ADVERTISING	304.26
TAXES - COLLECTOR	
TAXES - TAX CLAIM	6,375.32
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	222.94
LEGAL JOURNAL COSTS	148.50
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$7,349.52</b>

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

CHESTER A. HAWKINS, Sheriff