

2004-563-CD  
MORTGAGE ELECTRONIC REGISTRATION SYS. VS SCOTT A. NEVEL  
ET AL

Mortgage Elect. Reg. Sys. Vs Scott A. Nevel  
2004-563-CD

## COUNTERCLAIM

Paragraphs 1 through 28 of the Petition for Special Relief and Motion for Contempt and the answers thereto, are hereby incorporated and fully averred.

31. That the Plaintiff's allegations are completely without foundation and are only meant to harass the Defendant.

32. That the Plaintiff was, at the time of filing the Divorce, a member of the Clearfield Borough Police force, and since that time she has taken employment as a deputy of the Clearfield County Sheriff's office. This instant proceeding is another example of her attempts to use her official capacity to harass and oppress the Defendant.

33. That this action has required the Defendant to expend additional attorney's fees which he can not afford now that he is maintaining a separate household.

WHEREFORE, Defendant prays your Honorable Court to find for the Defendant and enter an award of attorney's fees in the amount of \$1500.

Respectfully submitted,



---

R. Denning Gearhart  
Attorney for Defendant

# **R. Denning Gearhart**

Attorney & Counselor At Law

207 East Market Street  
Clearfield, PA 16830

814-765-1581  
fax-814-765-8142

[www.dgearhartpalaw.com](http://www.dgearhartpalaw.com)  
[dgearhart@dgearhartpalaw.com](mailto:dgearhart@dgearhartpalaw.com)

September 20, 2004

Warren B. Mikesell, II, Esquire  
Mikesell & Mikesell  
115 East Locust Street  
Clearfield, PA 16830

**Re: Samantha Hope Hunter-Kephart v. Gary Lee Kephart, Jr.**  
**04-546-CD**

Dear Warren:

I spoke with my client regarding the Agreement of Sale that your client presented to him for his signature. He explained that he believes the property is worth more.

I noted the selling price is listed as \$57,500 – and that is before the provision that our clients, as the Sellers, will pay 6% or \$3450 (whichever is higher) of the Buyer's closing costs. Gary believes that he has someone who would offer \$62,000. He would like an opportunity to show that person the house so that he can make a firm offer.

In summary, Gary thinks that his wife made a ~~bad~~ agreement and could have received more. Further, Gary resents the fact that he was not included in the discussion regarding the sale of the property. I remind you that the property is in joint names, and therefore they are going to have to jointly agree to sell it. It cannot be a unilateral decision thrust upon the other without discussion.

Gary seems to have now accepted the fact that his marriage is over. Accordingly, if we can get this real estate sold I believe everything else can be signed and settled at one time.

Please discuss with your client the need to receive as much as possible from the sale of the real estate, and we can get this over with.

Warren B. Mikesell, II, Esquire

September 20, 2004

Page 2

I look forward to hearing from you soon.

Sincerely,

R. Denning Gearhart

RDG:srw

cc: Mr. Gary L. Kephart, Jr.

COMMONWEALTH OF PENNSYLVANIA

ss.

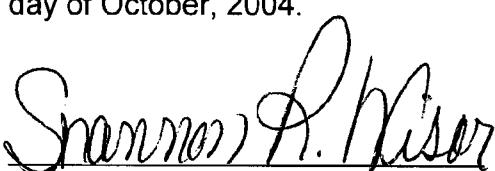
COUNTY OF CLEARFIELD

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared Gary L. Kephart, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Gary L. Kephart

Sworn to and subscribed  
before me, this 25th  
day of October, 2004.



Shannon R. Wisor  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Shannon R. Wisor, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Aug. 25, 2007

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

SAMANTHA HOPE HUNTER-KEPHART,  
Plaintiff,

v.

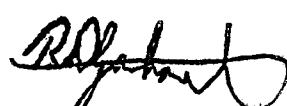
No. 04-546-CD

GARY LEE KEPHART, JR.,  
Defendant.

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has on this date served a copy of the Answer to Petition for Special Relief and Motion for Contempt of Court and Counterclaim filed in the above-captioned matter on the Plaintiff, Samantha Hope Hunter-Kephart, by depositing such documents in the United States Mail postage prepaid and addressed as follows:

Warren B. Mikesell, II, Esquire  
Mikesell & Mikesell  
115 East Locust Street  
Clearfield, PA 16830

  
R. Denning Gearhart  
Attorney for Defendant

October 26, 2004

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

SAMANTHA HOPE HUNTER-KEPHART,  
Plaintiff,

v.

CARY LEE KEPHART, JR.,  
Defendant.

04-546-CD

ANSWER TO PETITION FOR SPECIAL  
RELIEF AND MOTION FOR CONTEMPT  
OF COURT AND COUNTERCLAIM

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

# R. DENNING GEARHART

ATTORNEY & COUNSELOR AT LAW

207 East Market Street  
Clearfield, PA 16830

814-765-1581  
fax 814-765-8142

www.dgearhartpalaw.com  
dgearhart@dgearhartpalaw.com

October 26, 2004

RECEIVED  
10-26-04

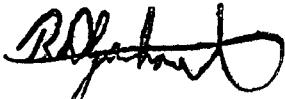
Honorable Paul E. Cherry  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**Re: Samantha Hope Hunter-Kephart v. Gary Lee Kephart, Jr.  
04-546-CD**

Dear Judge Cherry:

Enclosed please find a copy of the Answer I have filed to the above-captioned Petition. I send you a copy inasmuch as I have been advised that you already have the file in anticipation of our hearing on Wednesday, October 27, 2004, at 10:30am.

Sincerely,



R. Denning Gearhart

RDG:srw  
cc: Warren B. Mikesell, II, Esquire

Enclosure

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

SAMANTHA HOPE HUNTER-KEPHART,  
Plaintiff,

v.

No. 04-546-CD

GARY LEE KEPHART, JR.,  
Defendant.

CASE NUMBER: 04-546-CD

TYPE OF PLEADING: **ANSWER TO PETITION FOR SPECIAL  
RELIEF AND MOTION FOR CONTEMPT  
OF COURT AND COUNTERCLAIM**

FILED ON BEHALF OF: Defendant

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court ID#: 26540  
207 East Market Street  
Clearfield, PA 16830  
814-765-1581

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

SAMANTHA HOPE HUNTER-KEPHART,  
Plaintiff,

v.

No. 04-546-CD

GARY LEE KEPHART, JR.,  
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.

Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641

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

SAMANTHA HOPE HUNTER-KEPHART, :  
Plaintiff, :  
v. : No. 04-546-CD  
GARY LEE KEPHART, JR., :  
Defendant. :  
:

**ANSWER TO PETITION FOR SPECIAL RELIEF AND MOTION FOR  
CONTEMPT OF COURT AND COUNTERCLAIM**

AND NOW, comes the Defendant, Gary L. Kephart, Jr., by and through his attorney, R. Denning Gearhart, and files the Answer to Petition for Special Relief and Motion for Contempt of Court and Counterclaim, and in support thereof avers as follows:

**COUNT I – Special Relief**

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted as to the contents of the Order of May 10, 2004. The allegations of abuse are denied.
6. Admitted.
7. Denied that Defendant violated the terms and conditions of the Order of May 10, 2004. In fact, the parties had mutually agreed to attempt to a reconciliation and were living together. Toward the end of May 2004, they did have a disagreement and some damage was done to the property. This resulted in the hearing of July 30,

2004, and the subsequent Order. Thus, this issue has already been litigated or disposed of through the Consent Order of July 30, 2004. The Defendant has not been to the residence since July 30, 2004, except for stopping at his mailbox at the end of the driveway every other day – not more frequently than once a day.

8. This averment is too vague to answer.

9. Admitted.

10. Admitted.

11. Not within the knowledge of the Defendant.

12. Admitted.

13. Admitted. By way of further answer, a copy of the letter referring to by the Petition is attached as Exhibit "A". The letter from Defendant's counsel to Plaintiff's counsel is asking for days in which the Defendant could show the house to the prospective buyer. Plaintiff's counsel did not respond until he filed the petition sub juris.

14. Admitted for the reasons set for in Paragraph 13.

15. Not within the knowledge of the Defendant.

16. Admitted.

17. Admitted.

18. Admitted.

WHEREFORE, Defendant prays your Honorable Court to deny the Petition for Special Relief and to Order that the house be made available to prospective buyers recruited by the Defendant.

## COUNT II – Motion for Contempt

Paragraphs 1 through 18 of the Petition for Special Relief and the answers thereto, are hereby incorporated and fully averred.

17 (SIC). No answer required.

18 (SIC). Admitted.

19. Admitted in so far as it goes. It should be noted that the Order also provided that the Defendant pay to the Plaintiff the sum of \$1000 to the purchase of substitute transportation while the Tracker was being repaired. This was done.

20. Admitted.

21. Admitted.

22. Denied. Defendant had not had time to repair the Tracker.

23. Admitted.

24. The allegation is hearsay, but in any event, it is denied that the Defendant has driven the Tracker. In fact, the vehicle is still without a hood or windshield and can not be driven.

25. Admitted.

26. Admitted.

27. Admitted. However, it is denied regarding the extra mattress and the photographs.

28. As stated above, it is denied that the defendant has returned to the marital residence since July 30, 2004.

WHEREFORE, Defendant prays your Honorable Court to deny Plaintiff's Motion for Special Relief.

## COUNTERCLAIM

Paragraphs 1 through 28 of the Petition for Special Relief and Motion for Contempt and the answers thereto, are hereby incorporated and fully averred.

31. That the Plaintiff's allegations are completely without foundation and are only meant to harass the Defendant.

32. That the Plaintiff was, at the time of filing the Divorce, a member of the Clearfield Borough Police force, and since that time she has taken employment as a deputy of the Clearfield County Sheriff's office. This instant proceeding is another example of her attempts to use her official capacity to harass and oppress the Defendant.

33. That this action has required the Defendant to expend additional attorney's fees which he can not afford now that he is maintaining a separate household.

WHEREFORE, Defendant prays your Honorable Court to find for the Defendant and enter an award of attorney's fees in the amount of \$1500.

Respectfully submitted,



---

R. Denning Gearhart  
Attorney for Defendant

# ***R. Denning Gearhart***

Attorney & Counselor At Law

207 East Market Street  
Clearfield, PA 16830

814-765-1581  
fax-814-765-8142

[www.dgearharpalaw.com](http://www.dgearharpalaw.com)  
[dgearhart@dgearharpalaw.com](mailto:dgearhart@dgearharpalaw.com)

September 20, 2004

Warren B. Mikesell, II, Esquire  
Mikesell & Mikesell  
115 East Locust Street  
Clearfield, PA 16830

**Re: Samantha Hope Hunter-Kephart v. Gary Lee Kephart, Jr.  
04-546-CD**

Dear Warren:

I spoke with my client regarding the Agreement of Sale that your client presented to him for his signature. He explained that he believes the property is worth more.

I noted the selling price is listed as \$57,500 – and that is before the provision that our clients, as the Sellers, will pay 6% or \$3450 (whichever is higher) of the Buyer's closing costs. Gary believes that he has someone who would offer \$62,000. He would like an opportunity to show that person the house so that he can make a firm offer.

In summary, Gary thinks that his wife made a ~~bad~~ agreement and could have received more. Further, Gary resents the fact that he was not included in the discussion regarding the sale of the property. I remind you that the property is in joint names, and therefore they are going to have to jointly agree to sell it. It cannot be a unilateral decision thrust upon the other without discussion.

Gary seems to have now accepted the fact that his marriage is over. Accordingly, if we can get this real estate sold I believe everything else can be signed and settled at one time.

Please discuss with your client the need to receive as much as possible from the sale of the real estate, and we can get this over with.

Warren B. Mikesell, II, Esquire

September 20, 2004

Page 2

I look forward to hearing from you soon.

Sincerely,

R. Denning Gearhart

RDG:srw

cc: Mr. Gary L. Kephart, Jr.

COMMONWEALTH OF PENNSYLVANIA

ss.

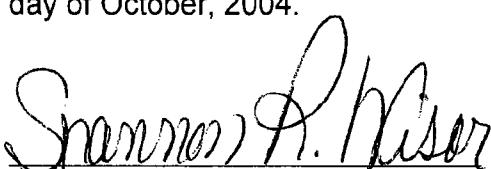
COUNTY OF CLEARFIELD

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared Gary L. Kephart, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Gary L. Kephart

Sworn to and subscribed  
before me, this 25th  
day of October, 2004.



Shannon R. Wisor  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Shannon R. Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2007

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

SAMANTHA HOPE HUNTER-KEPHART,  
Plaintiff,

v.

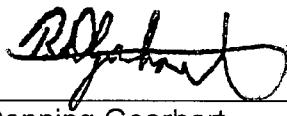
No. 04-546-CD

GARY LEE KEPHART, JR.,  
Defendant.

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has on this date served a copy of the Answer to Petition for Special Relief and Motion for Contempt of Court and Counterclaim filed in the above-captioned matter on the Plaintiff, Samantha Hope Hunter-Kephart, by depositing such documents in the United States Mail postage prepaid and addressed as follows:

Warren B. Mikesell, II, Esquire  
Mikesell & Mikesell  
115 East Locust Street  
Clearfield, PA 16830

  
R. Denning Gearhart  
Attorney for Defendant

October 26, 2004

GA

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

SAMANTHA H. HUNTER-KEPHART :

-VS- : No. 04-546-CD

GARY LEE KEPHART, JR. :

O R D E R

NOW, this 27th day of October, 2004, following argument on Plaintiff's Petition for Special Relief, it is the ORDER of this Court that the parties shall have the marital residence shown to prospective buyers on one or more of the following days: October 29, 2004; November 1, 2004; and November 3, 2004. Attorney for Defendant shall provide attorney for Plaintiff adequate notice of the day(s) of the same as soon as possible. An offer by the prospective buyer shall be made within no more than five (5) days thereafter. In the event an offer is not made within the five (5) day period, Defendant shall sign the sales agreement for any valid offer.

BY THE COURT,

Paul E. Cheezy

FILED 1CC  
01/24/5 Box Atty. Michael, Judge  
OCT 28 2004 Gearhart

Prothonotary, Clearfield Courts

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

SAMANTHA HOPE HUNTER-KEPHART

v.

NO. 04-546-CD

GARY LEE KEPHART, JR.

ORDER

FILED  
100  
01/3/48/04 Atlys  
NOV 04 2004 Mikesell  
Gearhart

William A. Shaw  
Prothonotary/Clerk of Courts

AND NOW, this 2<sup>nd</sup> day of November, 2004, following taking of testimony relative to the Petition for Special Relief and Motion for Contempt of Court filed on behalf of Plaintiff, Samantha Hope Hunter-Kephart, the Court being satisfied that Defendant, Gary Lee Kephart, Jr., is in contempt for failing to comply with this Court's Order of July 30, 2004, it is the ORDER of this Court as follows:

1. Defendant, Gary Lee Kephart, Jr., shall make all repairs to the 2000 Chevy Tracker within no more than fifteen (15) days from this date. In the interim, he shall provide Plaintiff with Five Hundred (\$500.00) Dollars to be delivered to her at her place of employment by the close of business day on Monday, November 8, 2004 to enable her to maintain a rental vehicle.
2. Defendant, Gary Lee Kephart, Jr., shall be able to purge himself of the contempt by payment of a fine in the amount of Two Hundred and Fifty (\$250.00) Dollars with said fine to be paid within no more than thirty (30) days from this date. Any failure of the Defendant to pay said Two Hundred and Fifty (\$250.00) Dollars will result in automatic issuance of Bench Warrant and a period of incarceration of forty-five (45) days.

3. That Defendant, Gary Lee Kephart, Jr., shall not be at or near the marital residence known as 2632 Oak Ridge Road, New Millport, Pennsylvania 16861 for any purpose whatsoever. Defendant shall not return to said property without proper authority.
4. Defendant, Gary Lee Kephart, Jr., shall pay attorney fees in the amount of Two Hundred Fifty (\$250.00) Dollars directly to the office of Warren B. Mikesell, II, 115 East Locust Street, Clearfield, Pennsylvania within no more than thirty (30) days from this date.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

**NOV 04 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

SAMANTHA HOPE HUNTER-KEPHART, :  
Plaintiff :  
VS. : No. 04-546-CD  
GARY LEE KEPHART, JR., :  
Defendant :  
:

Type of Pleading:  
PETITION FOR CONTEMPT

Filed on behalf of:  
PLAINTIFF: Samantha Hope  
Hunter-Kephart

Counsel of record for this  
party:

Warren B. Mikesell, II  
PA I.D. No. 63717

115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

FILED <sup>4cc</sup>  
11/4/04 Atty Mikesell  
NOV 22 2004

WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

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

SAMANTHA HOPE HUNTER-KEPHART, :  
Plaintiff :  
VS. : No. 04-546-CD  
GARY LEE KEPHART, JR., :  
Defendant :  
:

**PETITION FOR CONTEMPT**

NOW COMES the Plaintiff, SAMANTHA HOPE HUNTER-KEPHART, by and through her attorney, Warren B. Mikesell, II, Esquire, presents the following **Petition for Contempt**:

1. The Petitioner and Respondent are subject to the terms and conditions of the Order of this Court dated November 2, 2004.

2. Paragraph One (1) of the said Court Order states: Defendant, Gary Lee Kephart, Jr., shall make all repairs to the 2000 Chevy Tracker within no more than fifteen (15) days from this date. In the interim, he shall provide Plaintiff with Five Hundred (\$500.00) Dollars to be delivered to her at her place of employment by the close of business day on Monday, November 8, 2004, to enable her to maintain a rental vehicle.

3. That Defendant, Gary Lee Kephart, Jr., has failed to make all repairs to the 2000 Chevy Tracker and return same within fifteen (15) days of the aforesaid Order and more than fifteen (15) days has elapsed.

4. Furthermore, the Defendant, Gary Lee Kephart, Jr., has failed to make a payment of \$500.00 to the Plaintiff by November 8, 2004, as required by the said Order dated November 2, 2004.

5. That the Plaintiff, Samantha Hope Hunter-Kephart, is still without basic transportation and needs the vehicle to get to and from work as well as ordinary day-to-day family matters.

6. That the Plaintiff, Samantha Hope Hunter-Kephart, has been forced to employ the services of Attorney Warren B. Mikesell, II, Esquire, to file and argue this Petition for Contempt thereby incurring additional fees and costs of \$250.00.

WHEREFORE, Plaintiff requests that your Honorable Court find the Respondent in Contempt of Court and that he be fined, sanctioned and assessed court costs and Petitioner's attorney fees in this matter.



---

Warren B. Mikesell, II  
Attorney for Defendant

**VERIFICATION**

I, WARREN B. MIKESELL, II, ESQUIRE, as Attorney for the Plaintiff, Samantha Hope Hunter-Kephart, in the above-captioned action, do hereby verify that the responses set forth in the within Petition for Special Relief are true and correct to the best of my knowledge, information and belief. Said Verification is being made upon my reviewing of Plaintiff's Petition for Special Relief with the Plaintiff by telephone and said Verification is based on the representations made to the undersigned by the Plaintiff. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 11/19/04



Warren B. Mikesell, II Esquire  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

IN THE INTEREST OF: :

SAMANTHA HOPE HUNTER-KEPHART :  
Plaintiff : No. 04-546-CD

VS. :  
: IN DIVORCE

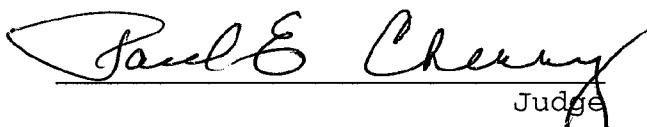
GARY LEE KEPHART, JR. :  
Defendant :  
:

RULE

AND NOW, this 23<sup>rd</sup> day of November, 2004, upon  
consideration of the attached Petition for Contempt of Court, it  
is hereby ORDERED and DIRECTED that a rule be issued upon  
Respondent to show cause why said Petition should not be granted.

Rule returnable with a hearing thereon the 22 day  
of December, 2004, at 1:30 P.m., in the Clearfield  
County Courthouse, Courtroom Number 2.

BY THE COURT

  
Judge

EGE  
FILED 4CC  
09:05 AM Atty  
NOV 24 2004 M. Kesell

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

NOV 24 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

NOV 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

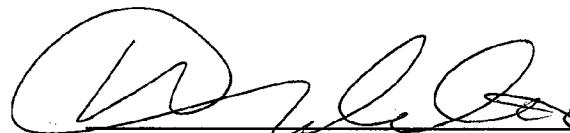
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

SAMANTHA HOPE HUNTER-KEPHART, :  
Plaintiff : No. 04-546-CD  
VS. :  
GARY LEE KEPHART, JR., : IN DIVORCE  
Defendant :  
:

CERTIFICATE OF SERVICE

I, Warren B. Mikesell, II, Esquire, verify that on  
December 20, 2004 2004, I did serve, by personal  
service, by handing a true and correct copy of the PETITION FOR  
CONTEMPT filed in the above captioned matter to the Defendant's  
attorney, R. DENNING GEARHART, at 207 East Market Street,  
Clearfield, PA, 16830.

I understand that false statements herein are made subject  
to the penalties of 18 PA. C.S. §4904, relating to unsworn  
falsification to authorities.



Warren B. Mikesell, II  
Attorney for Plaintiff

FILED

Sworn to and subscribed  
before me this 20<sup>th</sup> day  
of December, 2004.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Karen J. Mullen, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Mar. 17, 2007

Member, Pennsylvania Association of Notaries

DEC 20 2004 6:00  
0711:50/mw

William A. Shaw

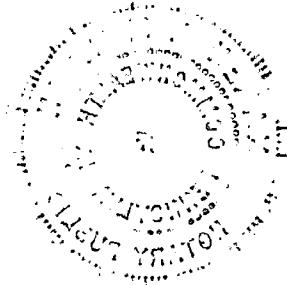
Prothonotary/Clerk of Courts

4 CENTS TO MAIL

**FILED**

**DEC 20 2004**

William A. Shaw  
Prothonotary/Clerk of Courts



12/20/04  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
01933/01  
DEC 23 2004  
Attns:  
M. Kesell  
Geashost

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SAMANTHA HOPE HUNTER-KEPHART :

VS. : NO. 04-546-CD

GARY LEE KEPHART, JR. :

O R D E R

NOW, this 22nd day of December, 2004, this being the date set for hearing on Petition for Contempt filed on behalf of Samantha Hope-Hunter Kephart; Defendant having acknowledged contempt through his counsel of this Court's Order of November 2, 2004, for failing to comply with any of the provisions set forth therein; the Court is satisfied that he is in contempt for failing to comply with said Order. It is the ORDER of this Court as follows:

1. That Defendant shall make all repairs to the 2002 Chevy Tracker by no later than 5:00 p.m. on Sunday, January 2, 2005, with said vehicle delivered to Hunter's Garage located on Lawhead Street in Hyde, Pennsylvania.

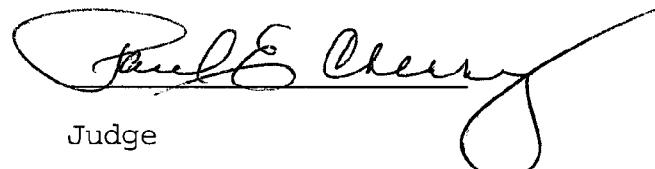
2. That the Defendant, effective at 9:00 a.m. on Monday, January 3, 2005, shall be incarcerated in the Clearfield County Jail for a period of forty-five (45) days pursuant to Paragraph 2 of this Court's Order of November 2, 2004.

3. Within no more than forty-five (45) days upon release from incarceration, he shall pay the sum of One Thousand Five Hundred (\$1,500.00) Dollars, which represents Five Hundred

(\$500.00) Dollars for vehicle rental, Two Hundred Fifty  
(\$250.00) Dollars for a fine and Five Hundred (\$500.00) Dollars  
in attorney's fees to be made directly to Attorney Warren  
Mikesell.

Any failure to make payment of those amounts within  
forty-five (45) days of release from incarceration shall result  
in automatic issuance of Bench Warrant and imposition of the  
period of incarceration of ninety (90) days. He shall be able  
to purge himself of contempt and be released upon payment of all  
amounts due in full.

BY THE COURT:

  
Judge

**FILED**

**DEC 23 2004**

William A. Shaw

Prothonotary/Clerk of Courts

## CIVIL BENCH WARRANT

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

SAMANTHA HOPE HUNTER-KEPHART : NO. 04-546-CD

V. :

GARY LEE KEPHART, JR. :

TO: CLEARFIELD COUNTY SHERIFF

You are commanded by the Court of Common Pleas of Clearfield County, Civil Division, to take Defendant, GARY LEE KEPHART, JR., who stands charged in said Court for failure to report for a period of incarceration pursuant to Court Order dated December 22, 2004, and forthwith bring said person before Judge Paul E. Cherry to be dealt with according to law.

WITNESS this 4<sup>th</sup> day of January, 2005.

  
\_\_\_\_\_  
Prothonotary, Clerk of Courts  
Civil Division

**Defendant's Address:** 2632 Oakridge Road  
New Millport, PA. 16861

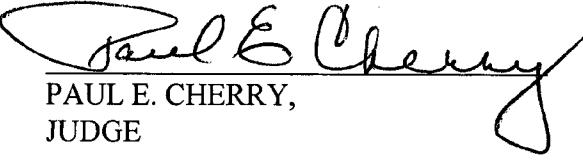
**Social Security Number:** Unknown

**Date of Birth:** Unknown

Service Date: \_\_\_\_\_

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

BY THE COURT,

  
\_\_\_\_\_  
PAUL E. CHERRY,  
JUDGE

**FILED**  
09-27-04 10 AM  
400 to Judge Cherry  
JAN 04 2005

William A. Shaw  
Prothonotary

(PA)  
FILED accatty Gearhart  
64 01356 (3) Secatty Mikesell  
JAN 11 2005 cc: moyers - hand-  
William A. Shaw delivered.  
Prothonotary/Clerk of Courts fax to Jail  
WAS  
1/11/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SAMANTHA HOPE HUNTER-KEPHART :

VS. : NO. 04-546-CD

GARY LEE KEPHART, JR. :

O R D E R

NOW, this 11th day of January, 2005, upon presentation of the issues to the Court, it is the ORDER of this Court that Bench Warrant previously issued is hereby lifted.

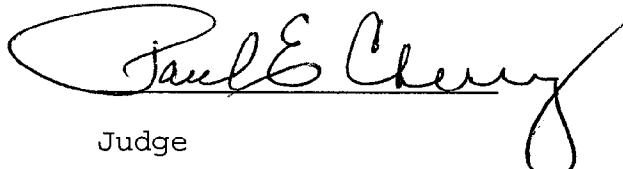
It is the further ORDER of this Court that the Defendant, Gary Lee Kephart, Jr., be and is hereby incarcerated in the Clearfield County Jail for a period of ninety (90) days. Said sentence to be suspended under the terms and conditions of which he pay the sum of Two Thousand Five HUndred (\$2,500.00) Dollars directly to Moyer Auto Body, Clearfield, PA, by and no later than 4:00 p.m. on Friday, January 14, 2005. The Defendant shall have no input whatsoever in the repairs to said vehicle and shall not have any contact with Moyer Auto Body relative the same. Moyer Auto Body shall conduct an appropriate estimate of the damages which need repaired to the above-named vehicle. The Court is requesting that Moyer Auto Body provide copies of the estimate to the Court and counsel for both parties, R. Denning Gearhart, Esquire, and Warren B. Mikesell, Esquire. The Defendant shall be solely responsible for all repair costs on the 2002 Chevy Tracker and, at no time, shall Samantha Hope

Hunter-Kephart be responsible for any costs associated with the repairs.

The Defendant shall have absolutely no contact in any manner with Plaintiff, Samantha Hope Hunter-Kephart.

Should the Defendant, Gary Lee Kephart, Jr., fail to comply with any of the terms and provisions as set forth above, then and in that event, the period of incarceration set forth above shall be imposed.

BY THE COURT:

  
Judge

**FILED**

**JAN 11 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

*FAKAN copy to CC*

\*\*\* TRANSMISSION REPORT \*\*\*

Jan.11 '05 16:44

DATE	START	TIME	PARTNER	MODE	PAGE	RESULT
Jan.11	16:43	1'14	8147655637	G3	02	OK

\*\*\* ACTIVITY REPORT \*\*\*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SAMANTHA HOPE HUNTER-KEPHART : :

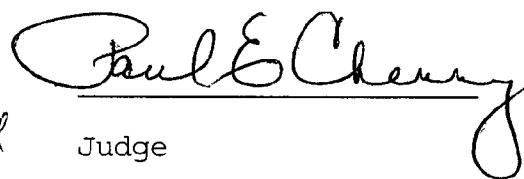
VS. : NO. 04-546-CD

GARY LEE KEPHART, JR. : :

O R D E R

NOW, this 11th day of January, 2005, upon consideration of Motion to Withdraw as Counsel filed by R. Denning Gearhart, Esquire, counsel for Gary Lee Kephart, Jr.; the Court being advised that Mr. Gearhart is agreeable to payment of Five Hundred (\$500.00) Dollars per month be applied to the outstanding balance due him, with the first payment to be made by no later than Friday, January 14, 2005, by 4:00 p.m., and the amount of Five Hundred (\$500.00) Dollars to be paid on the 14th of each month thereafter until the entire balance is paid in full, it is hereby the ORDER of this Court that said motion be and is hereby denied. If the payment is not received by Attorney Gearhart by the above due date, the Court will permit withdrawal of counsel.

BY THE COURT:

  
Paul E. Cherry

6<sup>th</sup> FILED 10/3/05 12:58 PM  
JAN 11 2005  
cc: Atty McKersell  
cc: Atty Gearhart

Judge

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**JAN 11 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

1/10/05  
13:47 hrs  
George [unclear]  
Sheriff's Office

FILED  
01/13/05  
JAN 11 2005

William A. Shaw  
Prothonotary/Clerk of Courts

NOW January 10, 2005 CAUSED THE ARREST OF GARY LEE KEPHART, JR.  
AND LODGED THE DEFENDANT IN THE CLEARFIELD COUNTY JAIL.

SERVED BY: NEVLING / MORGILLO

04-546-CD

Return Costs	Description	Check #
\$63.86	SHFF. HAWKINS	

Sworn and subscribed to before me  
this 11<sup>th</sup> day of January 2005.

WILLIAM A. SHAW

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

Chester A. Hawkins

Sheriff

So Answers

Chester A. Hawkins

## CIVIL BENCH WARRANT

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

SAMANTHA HOPE HUNTER-KEPHART : NO. 04-546-CD

V. :

GARY LEE KEPHART, JR. :

TO: CLEARFIELD COUNTY SHERIFF

You are commanded by the Court of Common Pleas of Clearfield County, Civil Division, to take Defendant, GARY LEE KEPHART, JR., who stands charged in said Court for failure to report for a period of incarceration pursuant to Court Order dated December 22, 2004, and forthwith bring said person before Judge Paul E. Cherry to be dealt with according to law.

WITNESS this 4<sup>th</sup> day of January, 2005.

  
\_\_\_\_\_  
Prothonotary, Clerk of Courts  
Civil Division

**Defendant's Address:** 2632 Oakridge Road  
New Millport, PA. 16861

**Social Security Number:** Unknown                    **Date of Birth:** Unknown

Service Date: \_\_\_\_\_ Served By: \_\_\_\_\_

BY THE COURT,

/s/ Paul E. Cherry

PAUL E. CHERRY,  
JUDGE

Date: 1/12/2005

**Clearfield County Court of Common Pleas**

NO. 5189374

Time: 10:36 AM

**Receipt**

Received of: Kephart, Gary Lee Jr \$ 500.00

2632 Oak Ridge Road  
New Millport, PA 16861

Five Hundred and 00/100 Dollars

Case: 2004-00546-CD

Defendant: Samantha Hope Hunter-Kephart vs. Gary Lee Kephart Jr

Fine:

Costs: 500.00

Restitution:

Date: 01/12/2005  
Time: 01:54 PM

**Clearfield County Court of Common Pleas**  
**Receipt**

NO. 1893748

Received of: Kephart, Gary Lee Jr (Clfd Co Commissioners Check) \$ 500.00

Five Hundred and 00/100 Dollars

Case: 2004-00546-CD

Defendant: Samantha Hope Hunter-Kephart vs. Gary Lee Kephart Jr

Fine:

Balance due court: \$17.00

Costs:

500.00

Next due date: 01/12/2005

Restitution:

Check: 2032

Payment Method: Check

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 500.00

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

Deputy Clerk

Clerk: BHUDSON

Duplicate

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

SAMANTHA HOPE HUNTER-KEPHART :  
Plaintiff : No. 04-546-CD  
VS. :  
GARY LEE KEPHART, JR. : IN DIVORCE  
Defendant :  
:

CASE NUMBER: No. 04-546-CD  
TYPE OF CASE: DIVORCE  
TYPE OF PLEADING: Praecipe for Distribution of Funds  
FILED ON BEHALF OF: Plaintiff  
COUNSEL OF RECORD FOR  
THIS PARTY: WARREN B. MIKESELL, II, ESQUIRE  
Supreme Court I.D. #63717  
115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

FILED

GR JAN 13 2005

0/11/05/c

William A. Shaw

Prothonotary/Clerk of Courts

4 cent to A/c

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

SAMANTHA HOPE HUNTER-KEPHART :  
Plaintiff : No. 04-546-CD  
VS. :  
GARY LEE KEPHART, JR. : IN DIVORCE  
Defendant :  
:

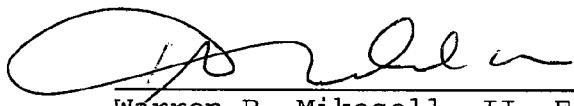
PRAECLPICE FOR DISTRIBUTION OF FUNDS

TO THE PROTHONOTARY:

Kindly enter distribution of monies received on behalf of Defendant, Gary Lee Kephart, Jr., as follows:

1. Payment of Five Hundred Dollars (\$500.00) to Samantha Hope Hunter-Kephart for vehicle rental.
2. Five Hundred dollars (\$500.00) in attorney fees to Attorney Warren B. Mikesell, II.

BY:



\_\_\_\_\_  
Warren B. Mikesell, II, Esquire

01/13/05  
Date

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

SAMANTHA HOPE HUNTER-KEPHART :  
Plaintiff : No. 04-546-CD  
VS. :  
: IN DIVORCE  
GARY LEE KEPHART, JR. :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing  
Praecipe for Distribution of Funds in the above captioned case  
was hand delivered to counsel of record for Defendant, Gary Lee  
Kephart, Jr.:

Mr. R. Denning Gearhart  
207 East Market Street  
Clearfield, PA 16830

Hand delivered the 13<sup>th</sup> day of January, 2005.

  
\_\_\_\_\_  
Warren B. Mikesell, II, Esquire  
Attorney for Plaintiff,  
Samantha Hope Hunter-Kephart

FILED <sup>UCC</sup>  
6K 01/13/2005 Atty Mikesell  
JAN 13 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**JAN 13 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

SAMANTHA HOPE HUNTER-KEPHART :  
Plaintiff : No. 04-546-CD  
VS. :  
: IN DIVORCE  
GARY LEE KEPHART, JR. :  
Defendant :  
:

Type of Pleading:  
PETITION FOR SPECIAL RELIEF

Filed on behalf of:  
PLAINTIFF:  
SAMANTHA HOPE HUNTER-KEPHART

Counsel of record for this  
party:

Warren B. Mikesell II  
PA I.D. No. 63717

115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

FILED

MAR 15 2005 (ec)

012301  
William A. Shaw  
Prothonotary  
4 Cent to Annex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SAMANTHA HOPE HUNTER-KEPHART	:	
Plaintiff	:	No. 04-546-CD
VS.	:	
GARY LEE KEPHART, JR.	:	IN DIVORCE
Defendant	:	

PETITION FOR SPECIAL RELIEF

COMES NOW, SAMANTHA HOPE HUNTER-KEPHART, by and through her attorney, Warren B. Mikesell, II, Esquire, and files the within Petition for Special Relief seeking special relief under §1920.43 of the Pennsylvania Rules of Civil Procedure.

Count I - Special Relief

1. The Defendant, Gary Lee Kephart, Jr., was to pay for the repair of damages to Plaintiff's vehicle at Moyer's Auto Repair.
2. The Defendant, Gary Lee Kephart, Jr., was to place deposit of \$2,500.00 with Moyer's Auto Repair for repairs.
3. Moyer's Auto Repair has indicated that the vehicle would cost more to repair than its value and they could not certify the repairs.
4. The total payoff for the damaged vehicle through the financial institution is Seven Thousand, Four Hundred Ninety-Five Dollars and Eighty-Three Cents (\$7,495.83).

WHEREFORE, petitioner prays that this Honorable Court enter an Order directing respondent to:

- (1) The monies paid to Moyer Auto Repair be surrendered to Plaintiff.
- (2) The Defendant, Gary Lee Kephart, Jr., be ordered to pay the balance of Four Thousand Nine Hundred Ninety-Five Dollars and Eighty-Three Cents (\$4,995.83) to Plaintiff within 90 days of the date of the Court's Order.

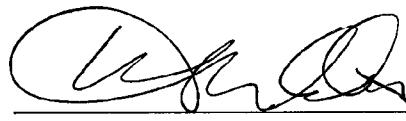
Respectfully submitted,

By:   
Warren B. Mikesell, II  
Attorney for Petitioner  
Samantha Hope Hunter-Kephart

VERIFICATION

I, WARREN B. MIKESELL, II, ESQUIRE, as Attorney for the Plaintiff, Samantha Hope Hunter-Kephart, in the above-captioned action, do hereby verify that the responses set forth in the within Petition for Special Relief are true and correct to the best of my knowledge, information and belief. Said Verification is being made upon my reviewing of Plaintiff's Petition for Special Relief with the Plaintiff by telephone and said Verification is based on the representations made to the undersigned by the Plaintiff. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 3/15/05

  
Warren B. Mikesell, II Esquire  
Attorney for Plaintiff

FILED

MAR 15 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

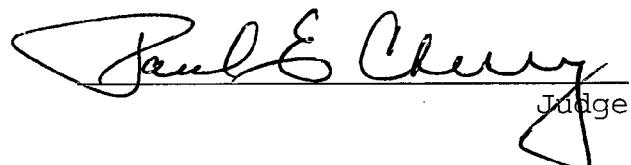
IN THE INTEREST OF: :  
SAMANTHA HOPE HUNTER-KEPHART :  
Plaintiff : No. 04-546-CD  
VS. :  
IN DIVORCE  
GARY LEE KEPHART, JR. :  
Defendant :  
:

RULE

AND NOW, this 16<sup>th</sup> day of March, 2005, upon  
consideration of the attached Petition for Special Relief, it is  
hereby ORDERED and DIRECTED that a rule be issued upon Respondent  
to show cause why said Petition should not be granted.

Rule returnable with a hearing thereon the 5 day  
of April, 2005, at 11:30 A.m., in the Clearfield  
County Courthouse, Courtroom Number 2.

BY THE COURT

  
Paul E. Cherry  
Judge

FILED 4cc  
03/09/2005 Amy Mikesell  
MAR 16 2005 (64)

William A. Shaw  
Prothonotary Clerk of Courts

**FILED**

**MAR 16 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(CIVIL DIVISION)

SAMANTHA HOPE HUNTER-KEPHART, :  
Plaintiff : No. 04-546-CD  
VS. :  
: IN DIVORCE  
GARY LEE KEPHART, JR., :  
Defendant :  
FILED

MAR 17 2005  
01115016 GK  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 WEN 10 AM

CERTIFICATE OF SERVICE

I, Warren B. Mikesell, II, Esquire, verify that on  
March 17 2005, I did serve, by personal  
service, by handing a true and correct copy of the PETITION FOR  
SPECIAL RELIEF filed in the above captioned matter to the  
Defendant's attorney, R. DENNING GEARHART, at 207 East Market  
Street, Clearfield, PA, 16830.

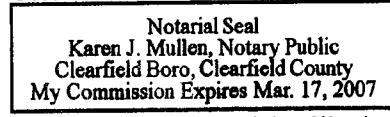
I understand that false statements herein are made subject  
to the penalties of 18 PA. C.S. §4904, relating to unsworn  
falsification to authorities.

  
Warren B. Mikesell, II  
Attorney for Plaintiff

Sworn to and subscribed  
before me this 17<sup>th</sup> day  
of March, 2005.



COMMONWEALTH OF PENNSYLVANIA

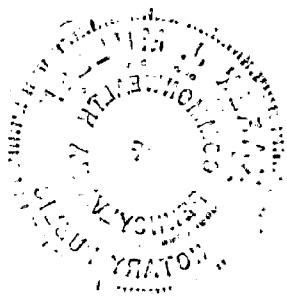


Member, Pennsylvania Association of Notaries

FILED

MAR 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts



**6. BORROWER'S FAILURE TO PAY AS REQUIRED'****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

(Seal)

SCOTT A. NEVEL

-Borrower

(Seal)

-Borrower

(Seal)

ANDREA H. NEVEL

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

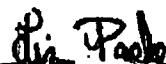
-Borrower

*(Sign Original Only)*

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.,  
NORTH AMERICAN MORTGAGE COMPANY

By



LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

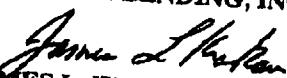
  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

EXCEPTING AND RESERVING all the stone, coal, lying on, neath and underneath the ground with the full right of egress, regress and ingress to search for, mine and carry away the same, also the right to make any necessary opening for air or other purposes necessary for the mining of said coal of other minerals, as in prior deeds in the chain of title more fully appears.

UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER	RECORDING FEES -	RECORDER	COUNTY IMPROVEMENT FUND	RECORDER	IMPROVEMENT FUND	STATE WRIT TAX	TOTAL	CUSTOMER	FIDELITY CLOSING
200108612	\$39.00		\$1.00		\$1.00	\$0.50	\$41.50		
RECORDED ON									
JUN 07 2001									
2:50:38 PM									

Exhibit "B"

## VERIFICATION

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



\_\_\_\_\_  
Anthony J. Julian  
Director of Accounting and Loan  
Servicing  
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT  
FOR WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST  
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: April 20, 2004

6-3-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Will. A. Shaw  
Deputy Prothonotary

FILED

APR 23 2004

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Sheriff Docket # 15479

VS.

NEVEL, SCOTT A. & ANDREA H.

04-563-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MAY 27, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE (3 COPIES) "NOT SERVED, TIME EXPIRED" AS TO SCOTT A. NEVEL and ANDREA H. NEVEL, DEFENDANTS. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

---

**Return Costs**

Cost	Description
24.37	SHERIFF HAWKINS PAID BY: ATTY CK# 92603
30.00	SURCHARGE PAID BY: <i>atty</i>

---

Sworn to Before Me This

27 Day Of May 2004

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

So Answers,

*Chester Hawkins*  
by *Marilyn Hamer*  
Chester A. Hawkins  
Sheriff

**FILED**

*ES*  
MAY 27 2004  
13:40  
William A. Shaw  
Prothonotary/Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004-563-CV

**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  
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CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

A V I S O

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

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

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

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I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

APR 23 2004

Attest.

William L. Hause  
Prothonotary/  
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

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

:  
: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

:

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

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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

**Plaintiff**

VS.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL.

## Defendants

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

## **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., herein after referred to as MERS, is the owner of legal title to the Mortgage subject to the Mortgage to this action and nominee for Midfirst Bank, which is the owner of the entire beneficial interest in the Mortgage, with an address of 999 NW Grand Boulevard, Oklahoma City, Oklahoma 73126.
2. Defendant, SCOTT A. NEVEL, is an adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666. Defendant, ANDREA H. NEVEL, is adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666.
3. On or about, May 25, 2001, the said Defendants, executed and delivered a Mortgage Note in the sum of \$56,000.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to 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. 200108612 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200202265. Mortgage

Electronic Registration Systems, Inc. is acting solely as nominee for Midfirst Bank its Successors and Assigns. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on December 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$54,849.56
Interest at \$12.59 per day From 11/01/2003 To 05/01/2004 ( based on contract rate of 8.375%)	\$2,679.54
Accumulated Late Charges	\$102.12
Late Charges \$25.09 From 12/01/2003 to 05/01/2004	\$150.54
Escrow Balance	\$236.88
Attorney's Fee at 5% of Principal Balance	\$2,742.48
<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

## NOTE

MAY 25, 2001  
[Date]STATE COLLEGE  
[City]PENNSYLVANIA  
[State]709 STONE STREET, OSCEOLA MILLS, PA 16686  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 425.65

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTI-STATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7283

Page 1 of 3

Initials: Sawyer

Exhibit "A"

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

*(Sign Original Only)*

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.  
NORTH AMERICAN MORTGAGE COMPANY

By

*Liz Papke*  
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

*James L. Krakau*  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

EXCEPTING AND RESERVING all the stone, coal, lying on, neath and underneath the ground with the full right of egress, regress and ingress to search for, mine and carry away the same, also the right to make any necessary opening for air or other purposes necessary for the mining of said coal or other minerals, as in prior deeds in the chain of title more fully appears.

UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARCK	REGISTER AND RECORDER	CLEARFIELD COUNTY	Pennsylvania
INSTRUMENT NUMBER	200108612	RECORDED ON	JUN 07, 2001
	2:50:38 PM	RECORDING FEES -	\$39.00
		RECORDER	
		COUNTY IMPROVEMENT FUND	\$1.00
		RECORDER IMPROVEMENT FUND	\$1.00
		STATE WRIT TAX	\$0.50
		TOTAL	\$41.50
		CUSTOMER	
		FIDELITY CLOSING	

Exhibit "B"

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting and Loan  
Servicing

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

Date: April 20, 2004

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

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vs.

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Defendants

IN THE COURT OF COMMON PLEAS  
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2004-563-C0

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APR 23 2004

Attest.

*Lillian B. Ober*  
Prothonotary/  
Clerk of Courts

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<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

## NOTE

MAY 25, 2001  
[Date]

STATE COLLEGE  
[City]

PENNSYLVANIA  
[State]

709 STONE STREET, OSCEOLA MILLS, PA 16686  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 425.65

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -SN 0006

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7232

Page 1 of 3

Initials: SM/AN



Exhibit "A"

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

(Seal)

SCOTT A. NEVEL

-Borrower

(Seal)

-Borrower

(Seal)

ANDREA H. NEVEL

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

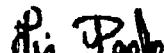
(Sign Original Only)

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.  
NORTH AMERICAN MORTGAGE COMPANY

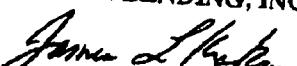
By

LIZ PAPKE, VICE PRESIDENT



PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

EXCEPTING AND RESERVING all the stone, coal, lying on, neath and underneath the ground with the full right of egress, regress and ingress to search for, mine and carry away the same, also the right to make any necessary opening for air or other purposes necessary for the mining of said coal of other minerals, as in prior deeds in the chain of title more fully appears.

UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
**200108612**  
 RECORDED ON  
**Jun 07, 2001**  
**2:50:38 PM**  
 RECORDING FEES - \$39.00  
 RECORDER \$1.00  
 COUNTY IMPROVEMENT FUND \$1.00  
 RECORDER IMPROVEMENT FUND \$1.00  
 STATE WRIT TAX \$0.50  
 TOTAL \$41.50  
 CUSTOMER  
 FIDELITY CLOSING

## Exhibit "B"

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting and Loan  
Servicing  
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT  
FOR WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST  
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: April 20, 2004

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004-563-CV

**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

A V I S O

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 NOTIFICARLO, 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 IMMEDIATEMENTE.

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

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

APR 23 2004

Attest.

*William B. Shaw*  
Prothonotary/  
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

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

Plaintiff

: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

:

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

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

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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

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

Plaintiff

: ACTION OF MORTGAGE FORECLOSURE

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

:

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., herein after referred to as MERS, is the owner of legal title to the Mortgage subject to the Mortgage to this action and nominee for Midfirst Bank, which is the owner of the entire beneficial interest in the Mortgage, with an address of 999 NW Grand Boulevard, Oklahoma City, Oklahoma 73126.
2. Defendant, SCOTT A. NEVEL, is an adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666. Defendant, ANDREA H. NEVEL, is adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666.
3. On or about, May 25, 2001, the said Defendants, executed and delivered a Mortgage Note in the sum of \$56,000.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to 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. 200108612 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200202265. Mortgage

Electronic Registration Systems, Inc. is acting solely as nominee for Midfirst Bank its Successors and Assigns. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on December 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$54,849.56
Interest at \$12.59 per day From 11/01/2003 To 05/01/2004 ( based on contract rate of 8.375%)	\$2,679.54
Accumulated Late Charges	\$102.12
Late Charges \$25.09 From 12/01/2003 to 05/01/2004	\$150.54
Escrow Balance	\$236.88
Attorney's Fee at 5% of Principal Balance	\$2,742.48
<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

## NOTE

MAY 25, 2001  
[Date]

STATE COLLEGE  
[City]

PENNSYLVANIA  
[State]

709 STONE STREET, OSCEOLA MILLS, PA 16666  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

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I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

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The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

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#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3863 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at a different place if required by the Note Holder.

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My monthly payment will be in the amount of U.S. \$ 425.65

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I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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MULTI-STATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-5N (0006)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7251

Page 1 of 3

Initials: SM/AN



Exhibit "A"

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Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

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I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

(Seal)

SCOTT A. NEVEL

-Borrower

(Seal)

-Borrower

(Seal)

ANDREA H. NEVEL

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

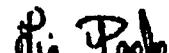
(Sign Original Only)

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.,  
NORTH AMERICAN MORTGAGE COMPANY

By

LIZ PAPKE, VICE PRESIDENT



PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

EXCEPTING AND RESERVING all the stone, coal, lying on, neath and underneath the ground with the full right of egress, regress and ingress to search for, mine and carry away the same, also the right to make any necessary opening for air or other purposes necessary for the mining of said coal of other minerals, as in prior deeds in the chain of title more fully appears.

UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARCK REGISTER AND RECORDER CLEARFIELD COUNTY Pennsylvania	INSTRUMENT NUMBER 200108612	RECORDED ON Jun 07, 2001 2:50:38 PM	RECORDING FEES - \$39.00	RECORDED RECORDED COUNTY IMPROVEMENT FUND	\$1.00	RECORDED IMPROVEMENT FUND STATE WRIT TAX TOTAL	\$0.50 \$41.50	CUSTOMER FIDELITY CLOSING
-------------------------------------------------------------------------------	--------------------------------	-------------------------------------------	--------------------------	----------------------------------------------------	--------	---------------------------------------------------------	-------------------	------------------------------

Exhibit "B"

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting and Loan  
Servicing

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

Date: April 20, 2004

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

*Plaintiff*

vs.

SCOTT A. NEVEL  
ANDREA H. NEVEL

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2004-563-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: June 2, 2004

PURCELL, KRUG, & HALLER

BY   
Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

JUN 03 2004

William A. Shaw  
Prothonotary

FILED

MC 11.32-38 pd 9.00

JUN 03 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

*Plaintiff*

VS.

CASE NO. 2004-563-CD

SCOTT A. NEVEL  
ANDREA H. NEVEL

*Defendants*

TYPE OF PLEADING:  
REINSTATED  
COMPLAINT IN MORTGAGE  
FORECLOSURE

I hereby certify that the location  
Of the real estate affected by  
This lien is:

709 STONE STREET  
OSCEOLA MILLS, PA 16666



Leon P. Haller

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD  
FOR PLAINTIFF

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

VS.

NEVEL, SCOTT A. & ANDREA H.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15479

04-563-CD

**SHERIFF RETURNS**

NOW JULY 7, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE  
"NOT SERVED" AT DIRECTION OF ATTORNEY.

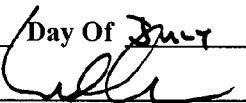
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Return Costs

Cost	Description
15.37	SHERIFF HAWKINS PAID BY: ATTY CK# 94680
30.00	SURCHARGE PAID BY: ATTY CK# 94681

---

Sworn to Before Me This

7 Day Of July 2004  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED** 

JUL 07 2004  
c/3:00pm  
William A. Shaw  
Prothonotary

6-3-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*  
Deputy Prothonotary

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004- 563- 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 CORTE 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

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

APR 23 2004

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

**Plaintiff**

VS

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

## Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION LAW  
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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

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

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., herein after referred to as MERS, is the owner of legal title to the Mortgage subject to the Mortgage to this action and nominee for Midfirst Bank, which is the owner of the entire beneficial interest in the Mortgage, with an address of 999 NW Grand Boulevard, Oklahoma City, Oklahoma 73126.
2. Defendant, SCOTT A. NEVEL, is an adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666. Defendant, ANDREA H. NEVEL, is adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666.
3. On or about, May 25, 2001, the said Defendants, executed and delivered a Mortgage Note in the sum of \$56,000.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to 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. 200108612 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200202265. Mortgage

Electronic Registration Systems, Inc. is acting solely as nominee for Midfirst Bank its Successors and Assigns. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on December 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$54,849.56
Interest at \$12.59 per day From 11/01/2003 To 05/01/2004 ( based on contract rate of 8.375%)	\$2,679.54
Accumulated Late Charges	\$102.12
Late Charges \$25.09 From 12/01/2003 to 05/01/2004	\$150.54
Escrow Balance	\$236.88
Attorney's Fee at 5% of Principal Balance	\$2,742.48
<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

**NOTE**MAY 25, 2001  
[Date]STATE COLLEGE  
[City]PENNSYLVANIA  
[State]709 STONE STREET, OSCEOLA MILLS, PA 16656  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403  
or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 425.65

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-5N 0006

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7283

Page 1 of 3

Initials: SAM/JAN

Exhibit "A"

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

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

*Scott A. Nevel* (Seal)  
\_\_\_\_\_  
SCOTT A. NEVEL -Borrower

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

*Andrea H. Nevel* (Seal)  
\_\_\_\_\_  
ANDREA H. NEVEL -Borrower

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

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

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

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

(Sign Original Only)

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.,  
NORTH AMERICAN MORTGAGE COMPANY

By Liz Papke  
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

*James L. Krakau*  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

EXCEPTING AND RESERVING all the stone, coal, lying on, neath and underneath the ground with the full right of egress, regress and ingress to search for, mine and carry away the same, also the right to make any necessary opening for air or other purposes necessary for the mining of said coal of other minerals, as in prior deeds in the chain of title more fully appears.

UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER	RECORDING FEES -	RECORDED ON	COUNTY IMPROVEMENT FUND	RECORDER IMPROVEMENT FUND	STATE WRIT TAX	TOTAL	CUSTOMER	FIDELITY CLOSING
200108612	\$39.00	Jun 07, 2001 2:50:38 PM	\$1.00	\$1.00	\$0.50	\$41.50		

Exhibit "B"

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting and Loan  
Servicing

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

Date: April 20, 2004

6-3-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary  
*Willie L. Chase*

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004- 563-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  
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**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,  
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RECUPERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU  
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LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA  
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APR 23 2004

Attest.

*Willie L. Chase*  
Prothonotary/  
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

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

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

: CIVIL ACTION LAW  
: 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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
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Defendants

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

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., herein after referred to as MERS, is the owner of legal title to the Mortgage subject to the Mortgage to this action and nominee for Midfirst Bank, which is the owner of the entire beneficial interest in the Mortgage, with an address of 999 NW Grand Boulevard, Oklahoma City, Oklahoma 73126.
2. Defendant, SCOTT A. NEVEL, is an adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666. Defendant, ANDREA H. NEVEL, is adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666.
3. On or about, May 25, 2001, the said Defendants, executed and delivered a Mortgage Note in the sum of \$56,000.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to 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. 200108612 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200202265. Mortgage

Electronic Registration Systems, Inc. is acting solely as nominee for Midfirst Bank its Successors and Assigns. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on December 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$54,849.56
Interest at \$12.59 per day From 11/01/2003 To 05/01/2004 ( based on contract rate of 8.375%)	\$2,679.54
Accumulated Late Charges	\$102.12
Late Charges \$25.09 From 12/01/2003 to 05/01/2004	\$150.54
Escrow Balance	\$236.88
Attorney's Fee at 5% of Principal Balance	\$2,742.48
<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

**NOTE**MAY 25, 2001  
[Date]STATE COLLEGE  
[City]PENNSYLVANIA  
[State]709 STONE STREET, OSCEOLA MILLS, PA 16566  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 425.65

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

5N 0005

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7283

Page 1 of 3

Initials: SAM/JAN

Exhibit "A"

**6. BORROWER'S FAILURE TO PAY AS REQUIRED'****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

*(Sign Original Only)*

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.,  
NORTH AMERICAN MORTGAGE COMPANY

By

*Liz Papke*  
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

*James L. Krakau*  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

EXCEPTING AND RESERVING all the stone, coal, lying on, neath and underneath the ground with the full right of egress, regress and ingress to search for, mine and carry away the same, also the right to make any necessary opening for air or other purposes necessary for the mining of said coal of other minerals, as in prior deeds in the chain of title more fully appears.

UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER	RECORDING FEES -	RECORDED ON	COUNTY IMPROVEMENT FUND	RECORDED	IMPROVEMENT FUND	STATE WRIT TAX	TOTAL	CUSTOMER	FIDELITY CLOSING
200108612	\$39.00	Jun 07 • 2001 2:50:38 PM	\$1.00	\$1.00	\$0.50	\$0.50	\$41.50		

Exhibit "B"

## VERIFICATION

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



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- CIVIL ACTION LAW
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Interest at \$12.59 per day From 11/01/2003 To 05/01/2004 ( based on contract rate of 8.375%)	\$2,679.54
Accumulated Late Charges	\$102.12
Late Charges \$25.09 From 12/01/2003 to 05/01/2004	\$150.54
Escrow Balance	\$236.88
Attorney's Fee at 5% of Principal Balance	\$2,742.48
<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

**NOTE**MAY 25, 2001  
[Date]STATE COLLEGE  
[City]PENNSYLVANIA  
[State]709 STONE STREET, OSCEOLA MILLS, PA 16668  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 425.65

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

5N -SN (000)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7293

Page 1 of 3

Initials: SM/AN



Exhibit "A"

**6. BORROWER'S FAILURE TO PAY AS REQUIRED'****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

*(Sign Original Only)*

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.,  
NORTH AMERICAN MORTGAGE COMPANY

By Liz Papke  
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

James L. Krakau  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

EXCEPTING AND RESERVING all the stone, coal, lying on, neath and underneath the ground with the full right of egress, regress and ingress to search for, mine and carry away the same, also the right to make any necessary opening for air or other purposes necessary for the mining of said coal of other minerals, as in prior deeds in the chain of title more fully appears.

UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARCK REGISTER AND RECORDER CLEARFIELD COUNTY Pennsylvania	INSTRUMENT NUMBER 200108612	RECORDED ON Jun 07 2001	RECORDING FEES - \$39.00	RECORDED RECORDED FUND	IMPROVEMENT FUND STATE WRIT TAX TOTAL	\$1.00 \$0.50 \$41.50	CUSTOMER FIDELITY CLOSING
-------------------------------------------------------------------------------	--------------------------------	----------------------------	--------------------------	------------------------------	---------------------------------------------	-----------------------------	------------------------------

Exhibit "B"

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting and Loan  
Servicing

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

Date: April 20, 2004

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank

*Plaintiff*

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2004-563-CD

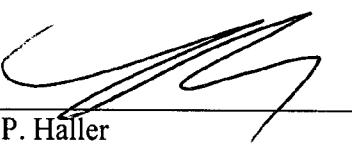
**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: February 1, 2005

PURCELL, KRUG, & HALLER

BY   
Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

FILED <sup>6</sup> No cc  
m 13:11 P.M. Atty pd. 7:00  
FEB 02 2005  
William A. Shaw *2 compl. reinstated*  
Prothonotary/Clerk of Courts *to Shaff*

**FILED**

**FEB 02 2005**

*William A. Shaw*  
Prothonotary/Clerk of Courts

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

Service # 1 of 2 Services

Sheriff Docket # **100199**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Case #

04-563-CD

vs.

SCOTT A NEVEL and ANDREA H. NEVEL

**SHERIFF RETURNS**

NOW March 05, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AT DIRECTION OF ATTORNEY AS TO SCOTT A. NEVEL, DEFENDANT.

SERVED BY: /

**FILED**  
010:55801  
MAR 07 2005  
(6K)

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100199**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Case #

vs.

SCOTT A NEVEL and ANDREA H. NEVEL

**SHERIFF RETURNS**

NOW March 05, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AT DIRECTION OF ATTORNEY AS TO ANDREA H. NEVEL, DEFENDANT.

SERVED BY: /

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

### Service # 1 of 2 Services

Sheriff Docket # 100199

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Case # 04-563-CD

vs.

SCOTT A NEVEL and ANDREA H. NEVEL

## SHERIFF RETURNS

## Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PURCELL	104143	20.00
SHERIFF HAWKINS	PURCELL	104143	51.40

Sworn to Before me This

## So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

*Chester A. Hawkins*  
by Marilyn Harry  
Chester A. Hawkins  
Sheriff

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004-563-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 CORTE PUEDE, SIN NOTIFICARLO, 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

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

2-2-05 Document  
Reinstated/Reissued to Sheriff's Attorney  
for service.  
*Walt L. Shan*

Deputy Prothonotary

APR 23 2004

Attest.

*John B. ...*  
Prothonotary/  
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

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

Plaintiff

: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

:

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

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

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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

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

Plaintiff

: ACTION OF MORTGAGE FORECLOSURE

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

:

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., herein after referred to as MERS, is the owner of legal title to the Mortgage subject to the Mortgage to this action and nominee for Midfirst Bank, which is the owner of the entire beneficial interest in the Mortgage, with an address of 999 NW Grand Boulevard, Oklahoma City, Oklahoma 73126.
2. Defendant, SCOTT A. NEVEL, is an adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666. Defendant, ANDREA H. NEVEL, is adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666.
3. On or about, May 25, 2001, the said Defendants, executed and delivered a Mortgage Note in the sum of \$56,000.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to 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. 200108612 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200202265. Mortgage

Electronic Registration Systems, Inc. is acting solely as nominee for Midfirst Bank its Successors and Assigns. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on December 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$54,849.56
Interest at \$12.59 per day From 11/01/2003 To 05/01/2004 ( based on contract rate of 8.375%)	\$2,679.54
Accumulated Late Charges	\$102.12
Late Charges \$25.09 From 12/01/2003 to 05/01/2004	\$150.54
Escrow Balance	\$236.88
Attorney's Fee at 5% of Principal Balance	\$2,742.48
<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

## NOTE

MAY 25, 2001  
[Date]

STATE COLLEGE  
[City]

PENNSYLVANIA  
[State]

709 STONE STREET, OSCEOLA MILLS, PA 16686  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 425.65

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP - SN 10005

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7221

Page 1 of 3

Initials: SGW/JAN



Exhibit "A"

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

*Scott A. Nevel*

(Seal)

-Borrower

(Seal)

-Borrower

*Andrea H. Nevel*

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

*(Sign Original Only)*

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.  
NORTH AMERICAN MORTGAGE COMPANY

By

*Liz Papke*  
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RE COURSE  
HOMESIDE LENDING, INC.

*James L. Krakau*  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, marked and designated on the general plan of said Borough as Lot No. 59 bounded and described as follows:

BEGINNING at the corner of Stone Street and Pine Alley on the East side of Stone Street; thence in a Westerly direction along said Stone Street fifty (50) feet to corner of Lot No. 58; thence along Lot No. 58 in a Southerly direction one hundred and fifty (150) feet to Edward Alley; thence along said Edward Alley in an Easterly direction fifty (50) feet to Pine Alley; thence along said Pine Alley in a northerly direction one hundred and fifty (150) feet to Stone Street and place of beginning.

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UNDER AND SUBJECT to all existing easements, conditions, covenants and restrictions of record.

PARCEL IDENTIFICATION NUMBER 16-013-379-45.

BEING the same premises which became vested in the Mortgagors herein by deed of Dortha S. Ashworth, by Richard S. Ashworth as her Attorney-in-Fact by Power of Attorney dated April 17, 2000, said Power of Attorney being of record in the office of the Recorder of Deeds in and or Clearfield County, and Richard S. Ashworth, as Attorney-in-Fact for Dortha S. Ashworth, dated May 17, 2001 and recorded contemporaneously herewith in the office of the Recorder of Deeds in and for Clearfield County.

Deed # 200108611

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER	RECORDING FEES -	RECORDER	COUNTY IMPROVEMENT FUND	RECORDER	IMPROVEMENT FUND	STATE WRIT TAX	TOTAL	CUSTOMER	FIDELITY CLOSING
200108612	\$39.00		\$1.00	\$1.00	\$0.50	\$41.50			
		JUN 07, 2001							
		2:50:38 PM							

Exhibit "B"

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting and Loan  
Servicing  
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT  
FOR WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST  
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: April 20, 2004

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004-563-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

A V I S O

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 RESPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU  
PARTICIPACION. ENTONCES, LA CORTE PUEDE, SIN NOTIFICARLO, DECIDIR A FAVOR DEL DEMANDANTE Y  
REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA  
DECISION, ES POSIBLE 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

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

2-2-05 Document  
Reinstated/Reissued to Sheriff's Attorney  
for service.

*Waltie L. Shan*  
Deputy Prothonotary

APR 23 2004

Attest.

*William B. Bunn*  
Prothonotary/  
Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

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

**Plaintiff**

**CIVIL ACTION LAW**  
**ACTION OF MORTGAGE FORECLOSURE**

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

## Defendants

•

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 within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

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

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., c/o Midfirst Bank  
999 NW Grand Boulevard  
Oklahoma City, OK 73126

Plaintiff

vs.

SCOTT A. NEVEL AND  
ANDREA H. NEVEL,

Defendants

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

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., herein after referred to as MERS, is the owner of legal title to the Mortgage subject to the Mortgage to this action and nominee for Midfirst Bank, which is the owner of the entire beneficial interest in the Mortgage, with an address of 999 NW Grand Boulevard, Oklahoma City, Oklahoma 73126.
2. Defendant, SCOTT A. NEVEL, is an adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666. Defendant, ANDREA H. NEVEL, is adult individual, whose last known address is 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666.
3. On or about, May 25, 2001, the said Defendants, executed and delivered a Mortgage Note in the sum of \$56,000.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to 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. 200108612 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in the aforesaid County in Instrument No. 200202265. Mortgage

Electronic Registration Systems, Inc. is acting solely as nominee for Midfirst Bank its Successors and Assigns. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 709 STONE STREET, OSCEOLA MILLS, PENNSYLVANIA 16666 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on December 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$54,849.56
Interest at \$12.59 per day From 11/01/2003 To 05/01/2004 ( based on contract rate of 8.375%)	\$2,679.54
Accumulated Late Charges	\$102.12
Late Charges \$25.09 From 12/01/2003 to 05/01/2004	\$150.54
Escrow Balance	\$236.88
Attorney's Fee at 5% of Principal Balance	\$2,742.48
<b>TOTAL</b>	<b>\$60,761.12</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2004 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

- 9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
- 10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
- 11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 8.375% (\$12.59 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)

# NOTE

MAY 25, 2001  
[Date]

STATE COLLEGE  
[City]

PENNSYLVANIA  
[State]

709 STONE STREET, OSCEOLA MILLS, PA 16656  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 425.65

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP - 5N 00051

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7223

Page 1 of 3

Initials: SPN/JAN



Exhibit "A"

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal)

-Borrower

(Sign Original Only)

WITHOUT RE COURSE, PAY TO  
THE ORDER OF

HOMESIDE LENDING, INC.  
NORTH AMERICAN MORTGAGE COMPANY

By

Liz Papke  
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RE COURSE  
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James L. Krakau  
JAMES L. KRAKAU  
SENIOR VICE PRESIDENT

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Deed # 200108611

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REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER	RECORDING FEES -	RECORDED ON	COUNTY IMPROVEMENT FUND	STATE WRIT TAX	TOTAL	CUSTOMER	FIDELITY CLOSING
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			RECORDED FUND	IMPROVEMENT FUND			

Exhibit "B"

## VERIFICATION

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Anthony J. Julian  
Director of Accounting and Loan  
Servicing  
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING AGENT  
FOR WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST  
UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: April 20, 2004

Leon P. Haller  
Purcell, Krug & Haller  
1719 N. Front Street  
Harrisburg, PA 17102-2392  
(717) 234-4178  
[lhaller@pkh.com](mailto:lhaller@pkh.com)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA CIVIL ACTION - LAW
Plaintiff		
vs.		NO. 2004-563-CD
SCOTT A. NEVEL AND ANDREA H. NEVEL,	:	IN MORTGAGE FORECLOSURE
Defendants		

**P R A E C I P E**

TO THE PROTHONOTARY:

Please mark the above captioned matter settled and discontinued, without prejudice.

PURCELL, KRUG & HALLER

By

  
Leon P. Haller ID #15700  
Attorney for Plaintiff

Date: October 11, 2006

**FILED** 1cc & 1cert of  
M/1155cm disc issued to  
**OCT 16 2006** Atty Haller a  
⑤ Copy to CIA

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**OCT 16 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES

# Purcell, Krug & Haller

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*Of Counsel*

October 11, 2006

Prothonotary's Office  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

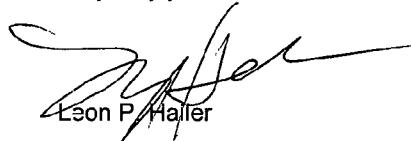
Re: Mortgage Electronic Registration Systems, Inc.  
Vs. Scott A. Nevel and Andrea H. Nevel  
No. 2004-563-CD

Gentlemen:

Please file the enclosed Praeclipe to settle and discontinue in the above matter, and return a time-stamped copy of the Praeclipe to us in the envelope provided herein.

Thank you for your attention and cooperation.

Very truly yours,

  
Leon P. Haller

LPH:jw  
Enclosure

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Mortgage Electronic Registration Systems, Inc.**

Vs. **No. 2004-00563-CD**  
**Scott A. Nevel**  
**Andrea H Nevel**

**CERTIFICATE OF DISCONTINUATION**

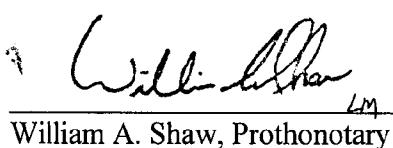
Commonwealth of PA  
County of Clearfield

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 October 16, 2006, marked:

Settled, discontinued, without prejudice.

Record costs in the sum of \$99.00 have been paid in full by Leon P. Haller Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of October A.D. 2006.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary