

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

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.

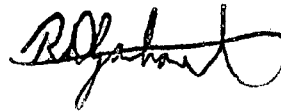
31. That the Plaintiff's allegations are completely without foundation and are only meant to harass the Defendant.

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
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~~^{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 dully 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.

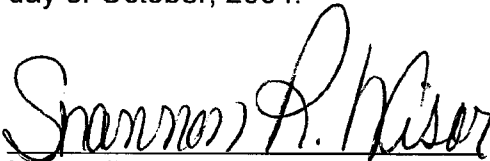


Gary L. Kephart

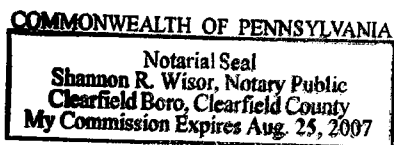
Sworn to and subscribed

before me, this 25th

day of October, 2004.



Notary Public



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

SAMANTHA HOPE HUNTER-KEPHART,
Plaintiff,

v.

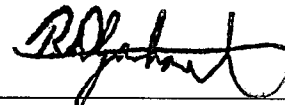
GARY LEE KEPHART, JR.,
Defendant.

No. 04-546-CD

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 pre-paid 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.

GARY 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

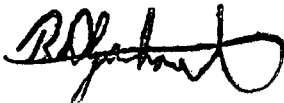
Honorable Paul E. Cherry
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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.

GARY LEE KEPHART, JR.,

Defendant.

No. 04-546-CD

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.

GARY LEE KEPHART, JR.,
Defendant.

No. 04-546-CD

**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.

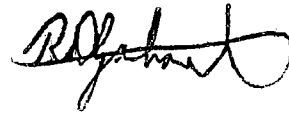
31. That the Plaintiff's allegations are completely without foundation and are only meant to harass the Defendant.

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.dgearhartpalaw.com
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

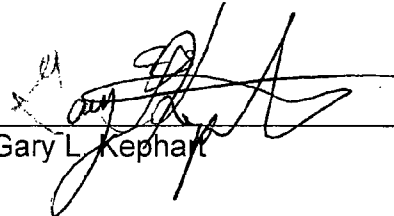
RDG:sw
cc: Mr. Gary L. Kephart, Jr.

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 dully 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.

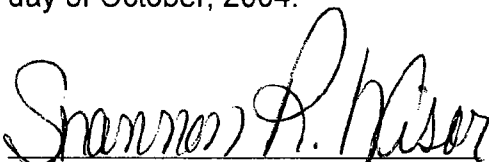


Gary L. Kephart

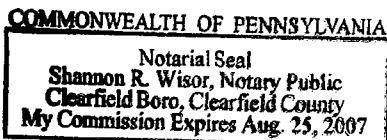
Sworn to and subscribed

before me, this 25th

day of October, 2004.



Notary Public



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

SAMANTHA HOPE HUNTER-KEPHART,
Plaintiff,

v.

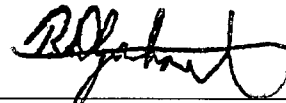
No. 04-546-CD

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 pre-paid 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

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SAMANTHA H. HUNTER-KEPHART :

-VS-

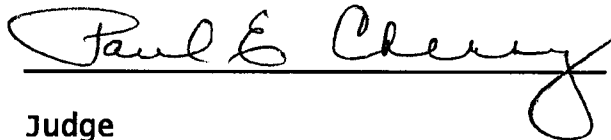
: No. 04-546-CD

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,



Judge

FILED 1cc
01/12/45/01
OCT 28 2004
Atty. Mitchell,
Gearthart

Prothonotary, Clerk of 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.

FILED

013:48:37
NOV 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

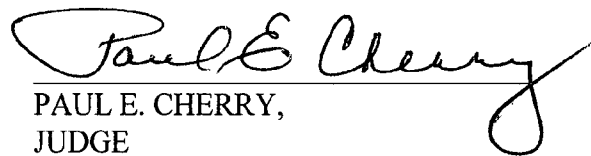
ORDER

AND NOW, this 2nd day of November, 2004, following taking of testimony relative 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.

GARY LEE KEPHART, JR.,
Defendant

:
:
:
: No. 04-546-CD
:
:
:

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^{4cc}
01:45 PM
NOV 22 2004
W. B. Mikesell

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

A handwritten signature in black ink, appearing to read 'W. B. Mikesell, II', written over a horizontal line.

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

VS.

GARY LEE KEPHART, JR.
Defendant

:
: No. 04-546-CD
:
:
: IN DIVORCE
:
:

RULE

AND NOW, this 23rd 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

Paul E Cherry
Judge

EGK
FILED 4cc
10:05/04 Athy
NOV 24 2004 mikesell

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

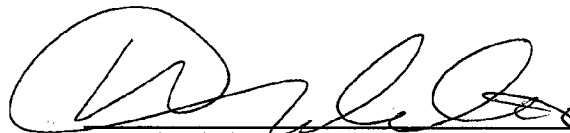
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

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

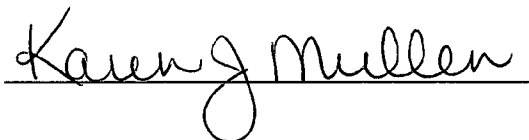
FILED

DEC 20 2004
07:11:50 AM
William A. Shaw

Prothonotary/Clerk of Courts

4 sent to Att

Sworn to and subscribed
before me this 20th day
of December, 2004.



COMMONWEALTH OF PENNSYLVANIA

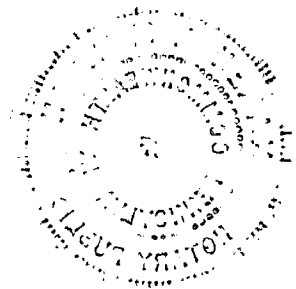
Notarial Seal
Karen J. Mullen, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Mar. 17, 2007

Member, Pennsylvania Association of Notaries

FILED

DEC 20 2004

William A. Shaw
Prothonotary/Clerk of Courts



NOTARY
PUBLIC
STATE OF NEW JERSEY
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

FILED

DEC 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

icc
Atty's
m. Kesell
Geashost

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.

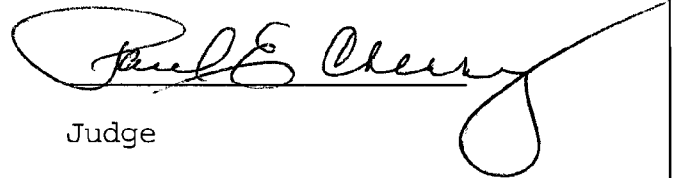
2. That the Defendant, effective at 9:00 a.m. on Monday, January 3, 2005, shall be incarcerated in the Clearfield County Jail for a period of forty-five (45) days pursuant to Paragraph 2 of this Court's Order of November 2, 2004.

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:

A handwritten signature in cursive script, appearing to read "Paul E. Cherry", is written over a horizontal line. The signature is fluid and extends to the right of the line.

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

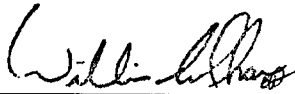
V. :

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 4th day of January, 2005.


Prothonotary, Clerk of Courts
Civil Division

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

Social Security Number: Unknown

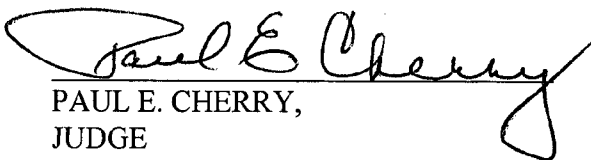
Date of Birth: Unknown

Service Date: _____ Served By: _____

FILED

0 9:27 AM 1/4/05
JAN 04 2005
100 City of Clearfield
4/10 to Judge Cherry

BY THE COURT,


PAUL E. CHERRY,
JUDGE

William A. Shaw
Prothonotary

FILED 2004
6x 01/31/05 12:00 PM
JAN 11 2005
William A. Shaw
Prothonotary/Clerk of Courts
1 fax to Jail
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.

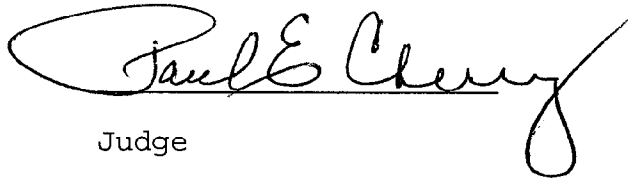
It is the further ORDER of this Court that the Defendant, Gary Lee Kephart, Jr., be and is hereby incarcerated in the Clearfield County Jail for a period of ninety (90) days. Said sentence to be suspended under the terms and conditions of which he pay the sum of Two Thousand Five HUndred (\$2,500.00) 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:

A handwritten signature in cursive script, reading "Paul E. Cherry". The signature is written in dark ink and is positioned above the word "Judge".

Judge

FILED

JAN 11 2005

William A. Shaw
Prothonotary/Clerk of Courts

FAXED COPY TO CCJ

*** 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 ***

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SAMANTHA HOPE HUNTER-KEPHART :

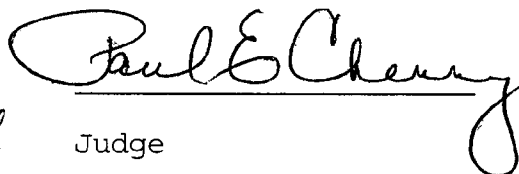
VS. : NO. 04-546-CD

GARY LEE KEPHART, JR. :

ORDER

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:


Judge

FILED 100 Amy McKesell
616 01/31/2005 2:58 PM
JAN 11 2005 200 Amy Gearhart

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAN 11 2005

William A. Shaw
Prothonotary/Clerk of Courts

1/10/05
13:47 hrs.
James J. Morgillo
Sheriff's office

FILED

03:13 PM
JAN 11 2005

William A. Shaw
Prothonotary/Clerk of Courts

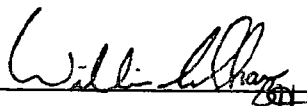
NOW January 10, 2005 CAUSED THE ARREST OF GARY LEE KEPHART, JR.
AND LODGED THE DEFENDANT IN THE CLEARFIELD COUNTY JAIL.

SERVED BY: NEVLING / MORGILLO

04-546-CD

Return Costs	Description	Check #
\$63.86	SHFF. HAWKINS	

Sworn and subscribed to before me
this 11th day of January 2005.



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

Chester A. Hawkins

Sheriff
So Answers



CIVIL BENCH WARRANT

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

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

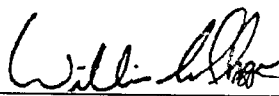
V. :

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 4th 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

Clearfield County Court of Common Pleas

NO. 1893748

Time: 01:54 PM

Receipt

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: _____

Clerk: BHUDSON

Deputy Clerk

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

OK JAN 13 2005
William A. Shaw
Prothonotary/Clerk of Courts

4 cent to Att

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	:	


PRAECIPE 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 13th day of January, 2005.



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

FILED *hec*
OK 01/31/2005 *Wm 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

VS.

GARY LEE KEPHART, JR.
Defendant

:
: No. 04-546-CD
:
:
: IN DIVORCE
:
:

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 (E)

0/2:30/100
William A. Shaw
Prothonotary
4 CENTS TO APTX

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	:	

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.

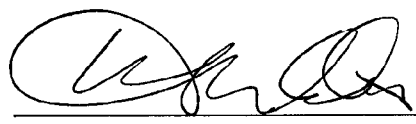
Respectfully submitted,

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

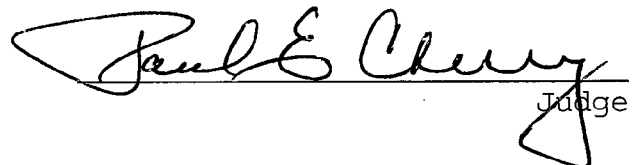
IN THE INTEREST OF: :
: :
SAMANTHA HOPE HUNTER-KEPHART :
Plaintiff : No. 04-546-CD
: :
VS. :
: : IN DIVORCE
GARY LEE KEPHART, JR. :
Defendant :

RULE

AND NOW, this 16th 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


Judge

FILED 4cc
01/20/05 Amy Mikesell
MAR 16 2005 (62)

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

VS.

GARY LEE KEPHART, JR.,
Defendant

:
: No. 04-546-CD
:

:
: IN DIVORCE
:

FILED

MAR 17 2005

011150 (L) (GA)
William A. Shaw

Prothonotary/Clerk of Courts

2 Cert to Att

CERTIFICATE OF SERVICE

I, Warren B. Mikesell, II, Esquire, verify that on

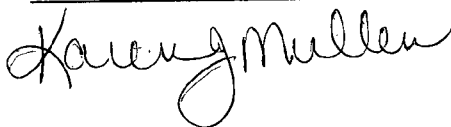
March 17 2005, I did serve, by personal
service, by handing a true and correct copy of the PETITION FOR
SPECIAL RELIEF filed in the above captioned matter to the
Defendant's attorney, R. DENNING GEARHART, at 207 East Market
Street, Clearfield, PA, 16830.

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 17th day
of March, 2005.



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

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	<u>Scott A. Nevel</u> (Seal) SCOTT A. NEVEL -Borrower
_____ (Seal) -Borrower	<u>Andrea H. Nevel</u> (Seal) ANDREA H. NEVEL -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

(Sign Original Only)

WITHOUT RECOURSE, 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 RECOURSE
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
2:50:38 PM

RECORDING FEES - \$39.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE UNIT 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.



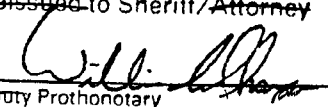
Anthony J. Julian

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

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


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.

04-563-CD

NEVEL, SCOTT A. & ANDREA H.

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: atty

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 A. Hawkins
by Marilyn Hamer
Chester A. Hawkins
Sheriff

FILED

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-CY

**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

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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, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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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 D. Shaw
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999 NW Grand Boulevard
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vs.

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: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
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: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

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

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999 NW Grand Boulevard
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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
TOTAL	<hr/> \$60,761.12

**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

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

240 - 5N (0006)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7283

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.


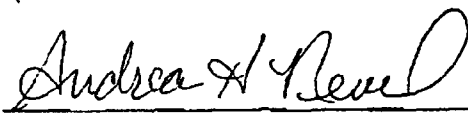
10. UNIFORM SECURED NOTE

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)		(Seal)
_____ -Borrower	SCOTT A. NEVEL	_____ -Borrower
(Seal)		(Seal)
_____ -Borrower	ANDREA H. NEVEL	_____ -Borrower
(Seal)		(Seal)
_____ -Borrower		_____ -Borrower
(Seal)		(Seal)
_____ -Borrower		_____ -Borrower

(Sign Original Only)

WITHOUT RECOURSE, PAY TO
THE ORDER OF
HOMESIDE LENDING, INC.,
NORTH AMERICAN MORTGAGE COMPANY

By 
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RECOURSE
HOMESIDE LENDING, INC.

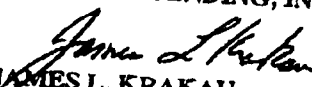

JAMES L. KRAKAU
SENIOR VICE PRESIDENT

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

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

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
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999 NW Grand Boulevard
Oklahoma City, OK 73126

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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
TOTAL	<hr/> \$60,761.12

**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

5N 10006

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7231

Page 1 of 3

Initials

SAW/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.

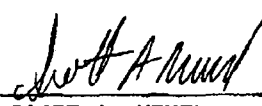
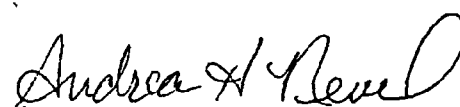
10. UNIFORM SECURED NOTE

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	 SCOTT A. NEVEL -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	 ANDREA H. NEVEL -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower

(Sign Original Only)

WITHOUT RECOURSE, PAY TO
THE ORDER OF
HOMESIDE LENDING, INC.,
NORTH AMERICAN MORTGAGE COMPANY

By 
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RECOURSE
HOMESIDE LENDING, INC.

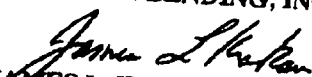

JAMES L. KRAKAU
SENIOR VICE PRESIDENT

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. STARK
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 \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

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

APR 23 2004

Attest.

William D. 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
:
:
:
:

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:

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TOTAL	<hr/> \$60,761.12

**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

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."

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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 %.

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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

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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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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

5217-SN 00061

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials: *SW/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.

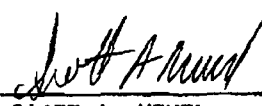
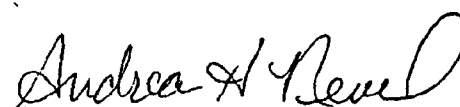
10. UNIFORM SECURED NOTE

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	 SCOTT A. NEVEL -Borrower	(Seal) _____ -Borrower
(Seal) _____ -Borrower	 ANDREA H. NEVEL -Borrower	(Seal) _____ -Borrower
(Seal) _____ -Borrower		(Seal) _____ -Borrower
(Seal) _____ -Borrower		(Seal) _____ -Borrower

(Sign Original Only)

WITHOUT RECOURSE, PAY TO
THE ORDER OF
HOMESIDE LENDING, INC.,
NORTH AMERICAN MORTGAGE COMPANY

By 
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RECOURSE
HOMESIDE LENDING, INC.

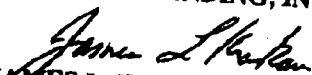

JAMES L. KRAKAU
SENIOR VICE PRESIDENT

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

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

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.

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 11-38-188 pd 7.00

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:

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD
FOR PLAINTIFF

709 STONE STREET
OSCEOLA MILLS, PA 16666



Leon P. Haller

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

Sheriff Docket # 15479

VS.

04-563-CD

NEVEL, SCOTT A. & ANDREA H.

COMPLAINT IN MORTGAGE FORECLOSURE

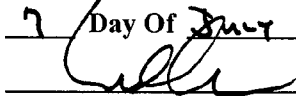
SHERIFF RETURNS

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

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/31006
William A. Shaw
Prothonotary

6-3.04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

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 COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

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

APR 23 2004

Attest.

William D. 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
:
:
:
:
:

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
:
:
:
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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
TOTAL	<hr/> \$60,761.12

**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)

G10

NOTEMAY 25, 2001
[Date]STATE COLLEGE
[City]PENNSYLVANIA
[State]709 STONE STREET, OSCEOLA MILLS, PA 16666
[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 (0000)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7253

Page 1 of 3

Initials: *SM/AP*

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.

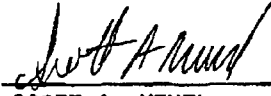
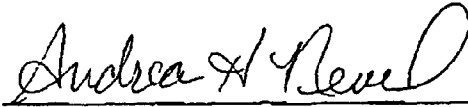
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This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as 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	_____ (Seal) -Borrower

(Sign Original Only)

WITHOUT RECOURSE, PAY TO
THE ORDER OF
HOMESIDE LENDING, INC.,
NORTH AMERICAN MORTGAGE COMPANY
By 
LIZ PAPKE, VICE PRESIDENT

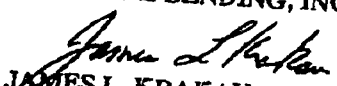
PAY TO THE ORDER OF
WITHOUT RECOURSE
HOMESIDE LENDING, INC.

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
COUNTY IMPROVEMENT \$1.00
FUND
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

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.

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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.

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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

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

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

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

MORTGAGE ELECTRONIC REGISTRATION
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999 NW Grand Boulevard
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Plaintiff

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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
TOTAL	<hr/> \$60,761.12

**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)

G10

NOTEMAY 25, 2001
[Date]STATE COLLEGE
[City]PENNSYLVANIA
[State]709 STONE STREET, OSCEOLA MILLS, PA 16666
[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 0005

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7293

Page 1 of 2

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.


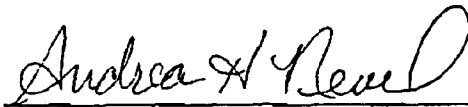
10. UNIFORM SECURED NOTE

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	 SCOTT A. NEVEL (Seal) _____ -Borrower
(Seal) _____ -Borrower	 ANDREA H. NEVEL (Seal) _____ -Borrower
(Seal) _____ -Borrower	_____ (Seal) _____ -Borrower
(Seal) _____ -Borrower	_____ (Seal) _____ -Borrower

(Sign Original Only)

WITHOUT RECOURSE, PAY TO
THE ORDER OF

HOMESIDE LENDING, INC.,
NORTH AMERICAN MORTGAGE COMPANY

By 
LIZ PAPKE, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RECOURSE
HOMESIDE LENDING, INC.

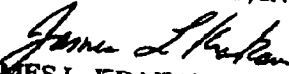

JAMES L. KRAKAU
SENIOR VICE PRESIDENT

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Deed # 200108611

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
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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.

William L. Shaw

Deputy Prothonotary

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999 NW Grand Boulevard
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I hereby certify this to be a true
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APR 23 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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Attorney I.D.# 15700
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Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, 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
TOTAL	<hr/> \$60,761.12

**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)

G10

NOTEMAY 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-5N (0005)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7293

Page 1 of 2

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	<u>Scott A. Nevel</u> SCOTT A. NEVEL (Seal) -Borrower
_____ (Seal) -Borrower	<u>Andrea H. Nevel</u> ANDREA H. NEVEL (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

(Sign Original Only)

WITHOUT RECOURSE, 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 RECOURSE
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

2:50:38 PM

RECORDING FEES - \$39.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

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

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

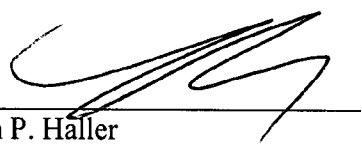
PRAECIPE TO REINSTATE

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

⁶²
FILED No cc
m/3:11/2011
FEB 02 2005
William A. Shaw
Prothonotary/Clerk of Courts
2 Compl. Reinstated
to Shaw

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 #

VS.

SCOTT A NEVEL and ANDREA H. NEVEL

04-563-CD

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

04-563-CD
MAR 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

(6K)

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

_____ Day of _____ 2005

So Answers,


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 COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

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

2-2-05 Document
Reinstated/Issued to Sheriff/Attorney
for service. *William L. Hagan*

Deputy Prothonotary

Attest.

William L. Hagan
Prothonotary/
Clerk of Courts

APR 23 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
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:

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

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

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

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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: IN THE COURT OF COMMON PLEAS
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COMPLAINT IN MORTGAGE FORECLOSURE

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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.
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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.

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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)

G10

NOTEMAY 25, 2001
[Date]STATE COLLEGE
[City]PENNSYLVANIA
[State]709 STONE STREET, OSCEOLA MILLS, PA 16666
[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

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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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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

Form 3200 1/01

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7281

Page 1 of 3

Initials: *SW/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.


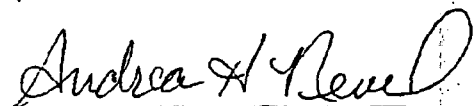
10. UNIFORM SECURED NOTE

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	 SCOTT A. NEVEL (Seal) -Borrower
_____ (Seal) -Borrower	 ANDREA H. NEVEL (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

(Sign Original Only)

WITHOUT RECOURSE, PAY TO
THE ORDER OF
HOMESIDE LENDING, INC.,
NORTH AMERICAN MORTGAGE COMPANY

By 
LIZ PAPKE, VICE PRESIDENT

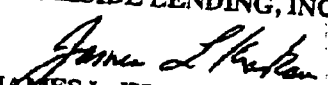
PAY TO THE ORDER OF
WITHOUT RECOURSE
HOMESIDE LENDING, INC.

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

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

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-CD

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

NOTICE

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

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

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

AVISO

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES 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/Attorney
for service.

Deputy Prothonotary

Attest.

APR 23 2004

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
TOTAL	<hr/> \$60,761.12

**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)

G10

NOTEMAY 25, 2001
[Date]STATE COLLEGE
[City]PENNSYLVANIA
[State]709 STONE STREET, OSCEOLA MILLS, PA 16666
[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

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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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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 100061

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7281

Page 1 of 3

Initials

SAW/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.

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

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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.

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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:

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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 RECOURSE, 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 RECOURSE
HOMESIDE LENDING, INC.
James L. Krakau
JAMES L. KRAKAU
SENIOR VICE PRESIDENT

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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

200108612

RECORDED ON

JUN 07, 2001

2:50:38 PM

RECORDING FEES - \$39.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE MRYT 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

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.,

Plaintiff

vs.

SCOTT A. NEVEL AND
ANDREA H. NEVEL,

Defendants

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

NO. 2004-563-CD

IN MORTGAGE FORECLOSURE

PRAECIPE

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 rec'd & cert of
M/11:55am 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

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
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FAX (717) 233-1149

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINEKA
NICHOLE M. STALEY O'GORMAN
LISA A. RYNARD
LA'TOYA C. WINFIELD

HERSHEY
(717) 533-3836

JOSEPH NISSLEY (1910-1982)

JOHN W. PURCELL
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 Praecipe to settle and discontinue in the above matter, and return a time-stamped copy of the Praecipe 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

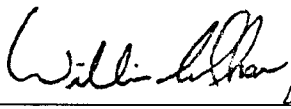
Commonwealth of PA
County of Clearfield

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