

04-1771-CD  
WACHOVIA BANK NA et al. vs. JOLENE F. ROBINSON, et al.

Wachovia Bank vs Jolene Robinson et al  
2004-1771-CD

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

FILED 2ccshf  
m/2:2381 # Any pd.  
NOV 08 2004 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

*Plaintiff*

vs.

JOLENE F. ROBISON

ALLEN W. ROBISON

**Mortgagor(s) and Real Owner(s)**

714 Hannah Street

Clearfield, PA 16830

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

04-1771-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

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

**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.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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1-3-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*  
Deputy Prothonotary

## COMPLAINT IN MORTGAGE FORECLOSURE


1. Plaintiff is WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, 9451 Corbin Avenue, Northridge, CA 91324.
2. The name(s) and address(es) of the Defendant(s) is/are JOLENE F. ROBISON, 714 Hannah Street, Clearfield, PA 16830 and ALLEN W. ROBISON, 714 Hannah Street, Clearfield, PA 16830, who is/are the mortgagor(s) and real owner(s) of the mortgage premises hereinafter described.
3. On November 30, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NORTH AMERICAN MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 200119309. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1 by Assignment of Mortgage, which is being lodged for recording. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due May 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$54,804.31
Interest from 04/01/2004	\$3,171.48
through 10/31/2004 at 9.8750%	
Per Diem interest rate at \$14.83	
Attorney's Fee at 5.0% of Principal Balance	\$2,740.22
Late Charges from 05/01/2004 to 10/31/2004	\$356.88
Monthly late charge amount at \$24.14	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$61,972.89
Payoff Statement Fee	+\$30.00
Recording Fee	+\$28.50
Other Fees Due	+\$30.40
Fee	+\$58.50
Escrow Advance	+\$2,421.91
Monthly Escrow amount \$149.16	
	<hr/> <hr/>
	\$64,542.20

7. 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 based on work actually performed.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.


WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$64,542.20, together with interest at the rate of \$14.83, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCafferty & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, CASSANDRA INOUE, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: November 3, 2004



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WACHOVIA BANK, NA F/K/A FIRST  
UNION NATIONAL BANK, AS  
TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1

#0059600221 - JOLENE F. ROBISON and ALLEN W. ROBISON

EXHIBIT "A"

All that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a corner of Lot No. 58 and Barclay Street; thence North five (5) degrees six (6) minutes east fifty-two and seven-tenths (52.7) feet to Hannah Street; thence along Hannah Street South eighty-two (82) degrees fifty-three (53) minutes West ninety-five and six-tenths (95.6) feet to an alley; thence by said alley south no degrees to a corner of Lot No. 58; thence along Lot No. 58 North eighty-two (82) degrees forty-two (42) minutes East ninety and seven-tenths (90.7) feet to place of beginning. Being known as Lot No. 57 in McBride Addition to the Borough of Clearfield recorded in Clearfield County in Miscellaneous Index Volume "T", page 54.

Washington Mutual  
9451 Corbin Avenue  
Mailstop N010207  
Northridge, CA 91328

0059600221

July 15, 2004

#BWNCLNN#  
#0900599600S22191#

000349 JPA

ALLEN W ROBISON  
714 HANNAH STREET  
CLEARFIELD PA 16830

## EXHIBIT A

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED**

### NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 0059600221

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUÉS AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Allen W. Robison  
PROPERTY ADDRESS: 714 Hannah Street  
Clearfield PA 16830  
LOAN ACCT. NUMBER: 0059600221  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME  
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program, and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY, AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you, if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)**



000340/SP999

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).****NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:714 Hannah Street  
Clearfield PA 16830**IS SERIOUSLY IN DEFAULT BECAUSE:**

Non-payment

**A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:

Monthly Installments:	05/01/2004	\$633.70
	06/01/2004	\$714.75
	07/01/2004	\$714.75

**Other charges (explain/itemize):**

Uncollected Late Charges	\$284.46
Uncollected Fees:	\$30.40
Corporate advances	\$0.00
Less Credits	\$0.00

**TOTAL AMOUNT PAST DUE:****\$2378.06****B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):****HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2378.06, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**Washington Mutual Home Loans, Inc.  
9451 Corbin Avenue  
Northridge, CA 91324You can cure any other default by taking the following action within **THIRTY (30) DAYS** of the date of this letter: (Not applicable):**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within **THIRTY (30) DAYS** of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within **THIRTY (30) DAYS**, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.**IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you may still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender:	Washington Mutual Home Loans, Inc.
Address:	9451 Corbin Avenue Northridge, CA 91324
Phone Number:	1-888-852-1745
Fax Number:	1-818-775-6260
Contact Person:	Collection Department

**EFFECTS OF SHERIFF'S SALE:** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_\_\_ may or ☒ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Washington Mutual  
9451 Corbin Avenue  
Mailstop N010207  
Northridge, CA 91328

0059600221

July 15, 2004

#BWNCLNN#  
#0900599600922191#

000348 /PA

JOLENE F ROBISON  
714 HANNAH STREET  
CLEARFIELD PA 16830

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RE: ACCOUNT # 0059600221

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HOMEOWNER'S NAME(S): Jolene F. Robison  
PROPERTY ADDRESS: 714 Hannah Street  
Clearfield PA 16830  
LOAN ACCT. NUMBER: 0059600221  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

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**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you, if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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**(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)**

000349/SP999

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**TOTAL AMOUNT PAST DUE:****\$2378.06****B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION** (Not applicable):**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2378.06, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**Washington Mutual Home Loans, Inc.  
9451 Corbin Avenue  
Northridge, CA 91324

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.**\*IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you may still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender:	Washington Mutual Home Loans, Inc.
Address:	9451 Corbin Avenue Northridge, CA 91324
Phone Number:	1-888-852-1745
Fax Number:	1-818-775-6260
Contact Person:	Collection Department

**EFFECTS OF SHERIFF'S SALE:** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You        may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

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

WACHOVIA BANK

VS.

ROBISON, JOLENE F. & ALLEN W.

**COMPLAINT IN MORTGAGE FORECLOSURE**

Sheriff Docket #

16582

04-1771-CD

**SHERIFF RETURNS**

NOW DECEMBER 17, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE  
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ALLEN W.  
ROBISON and JOLENE F. ROBISON, DEFENDANTS. HOUSE VACANT & PADLOCKED.

**Return Costs**

Cost	Description
27.00	SHERIFF HAWKINS PAID BY: ATTY CK# 212246
20.00	SURCHARGE PAID BY: ATTY CK# 212247

**Sworn to Before Me This**

17 Day Of Dec 2004



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

**So Answers,**



**Chester A. Hawkins**  
Sheriff

**FILED**  
DEC 17 2004 <sup>OK</sup>  
William A. Shaw  
Prothonotary/Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER**

By: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1

9451 Corbin Avenue

Northridge, CA 91324

*Plaintiff*

vs.

JOLENE F. ROBISON

ALLEN W. ROBISON

Mortgagor(s) and Real Owner(s)

714 Hannah Street

Clearfield, PA 16830

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

04-1771-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

**A V I S O**

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESARIO 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.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

NOV 08 2004

Attest

\_\_\_\_\_  
County Clerk of Courts



**COMPLAINT IN MORTGAGE FORECLOSURE**  
**I HEREBY CERTIFY THAT THIS IS  
 TRUE AND CORRECT COPY OF  
 THE ORIGINAL FILED**


1. Plaintiff is WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, 9451 Corbin Avenue, Northridge, CA 91324.
2. The name(s) and address(es) of the Defendant(s) is/are JOLENE F. ROBISON, 714 Hannah Street, Clearfield, PA 16830 and ALLEN W. ROBISON, 714 Hannah Street, Clearfield, PA 16830, who is/are the mortgagor(s) and real owner(s) of the mortgage premises hereinafter described.
3. On November 30, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NORTH AMERICAN MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 200119309. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1 by Assignment of Mortgage, which is being lodged for recording. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due May 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$54,804.31
Interest from 04/01/2004	\$3,171.48
through 10/31/2004 at 9.8750%	
Per Diem interest rate at \$14.83	
Attorney's Fee at 5.0% of Principal Balance	\$2,740.22
Late Charges from 05/01/2004 to 10/31/2004	\$356.88
Monthly late charge amount at \$24.14	
Costs of suit and Title Search	\$900.00
	<hr/> \$61,972.89
Payoff Statement Fee	+\$30.00
Recording Fee	+\$28.50
Other Fees Due	+\$30.40
Fee	+\$58.50
Escrow Advance	+\$2,421.91
Monthly Escrow amount \$149.16	
	<hr/> <hr/> \$64,542.20

7. 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 based on work actually performed.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.


WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$64,542.20, together with interest at the rate of \$14.83, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCafferty & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, CASSANDRA INOUE, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: November 3 , 2004



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WACHOVIA BANK, NA F/K/A FIRST  
UNION NATIONAL BANK, AS  
TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1

#0059600221 - JOLENE F. ROBISON and ALLEN W. ROBISON

EXHIBIT "A"

All that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a corner of Lot No. 58 and Barclay Street; thence North five (5) degrees six (6) minutes east fifty-two and seven-tenths (52.7) feet to Hannah Street; thence along Hannah Street South eighty-two (82) degrees fifty-three (53) minutes West ninety-five and six-tenths (95.6) feet to an alley; thence by said alley south no degrees to a corner of Lot No. 58; thence along Lot No. 58 North eighty-two (82) degrees forty-two (42) minutes East ninety and seven-tenths (90.7) feet to place of beginning. Being known as Lot No. 57 in McBride Addition to the Borough of Clearfield recorded in Clearfield County in Miscellaneous Index Volume "T", page 54.

Washington Mutual  
9451 Corbin Avenue  
Mailstop N010207  
Northridge, CA 91328

0059600221

July 15, 2004

#BVVNCINN#  
#0900599600922191#

000349 /PA

ALLEN W ROBISON  
714 HANNAH STREET  
CLEARFIELD PA 16830

## EXHIBIT A

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

*PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED*

### NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 0059600221

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Allen W. Robison  
PROPERTY ADDRESS: 714 Hannah Street  
Clearfield PA 16830  
LOAN ACCT. NUMBER: 0059600221  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME  
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program, and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY, AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you, if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**  
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

000340/SP999

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).****NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:714 Hannah Street  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly installments:	05/01/2004	\$633.70
	06/01/2004	\$714.75
	07/01/2004	\$714.75

Other charges (explain/itemize):

Uncollected Late Charges	\$284.46
Uncollected Fees:	\$30.40
Corporate advances	\$0.00
Less Credits	\$0.00

TOTAL AMOUNT PAST DUE:

\$2378.06

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2378.06, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**Washington Mutual Home Loans, Inc.  
9451 Corbin Avenue  
Northridge, CA 91324

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.**IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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Address:	9451 Corbin Avenue Northridge, CA 91324
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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED



Washington Mutual  
9451 Corbin Avenue  
Mailstop N010207  
Northridge, CA 91328

0059600221

July 15, 2004

#BWNCLNN#  
#0900599600922191#

000349 /PA

JOLENE F ROBISON  
714 HANNAH STREET  
CLEARFIELD PA 16830

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RE: ACCOUNT # 0059600221

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**HOMEOWNER'S NAME(S):** Jolene F. Robison  
**PROPERTY ADDRESS:** 714 Hannah Street  
Clearfield PA 16830  
**LOAN ACCT. NUMBER:** 0059600221  
**ORIGINAL LENDER:**  
**CURRENT LENDER/SERVICER:** Washington Mutual Home Loans, Inc.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME  
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program, and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY, AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you, if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)**

000349/SP999

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).****NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:714 Hannah Street  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Installments:	05/01/2004	\$633.70
	06/01/2004	\$714.75
	07/01/2004	\$714.75

Other charges (explain/itemize):

Uncollected Late Charges	\$284.46
Uncollected Fees:	\$30.40
Corporate advances	\$0.00
Less Credits	\$0.00

**TOTAL AMOUNT PAST DUE:****\$2378.06**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2378.06, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**Washington Mutual Home Loans, Inc.  
9451 Corbin Avenue  
Northridge, CA 91324

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.****\*IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.****OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you may still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender:	Washington Mutual Home Loans, Inc.
Address:	9451 Corbin Avenue Northridge, CA 91324
Phone Number:	1-888-852-1745
Fax Number:	1-818-775-6260
Contact Person:	Collection Department

**EFFECTS OF SHERIFF'S SALE:** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You        may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

**GOLDBECK McCAFFERTY & McKEEVER**

By: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

*Plaintiff*

vs.

JOLENE F. ROBISON

ALLEN W. ROBISON

**Mortgagor(s) and Real Owner(s)**

714 Hannah Street

Clearfield, PA 16830

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 04-1771-C

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

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

**A V I S O**

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESARIO 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.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

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

NOV 08 2004

Attest.

*William L. Shaw*  
Prothonotary  
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED


1. Plaintiff is WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, 9451 Corbin Avenue, Northridge, CA 91324.
2. The name(s) and address(es) of the Defendant(s) is/are JOLENE F. ROBISON, 714 Hannah Street, Clearfield, PA 16830 and ALLEN W. ROBISON, 714 Hannah Street, Clearfield, PA 16830, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On November 30, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NORTH AMERICAN MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 200119309. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1 by Assignment of Mortgage, which is being lodged for recording. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due May 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$54,804.31
Interest from 04/01/2004	\$3,171.48
through 10/31/2004 at 9.8750%	
Per Diem interest rate at \$14.83	
Attorney's Fee at 5.0% of Principal Balance	\$2,740.22
Late Charges from 05/01/2004 to 10/31/2004	\$356.88
Monthly late charge amount at \$24.14	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$61,972.89
Payoff Statement Fee	+\$30.00
Recording Fee	+\$28.50
Other Fees Due	+\$30.40
Fee	+\$58.50
Escrow Advance	+\$2,421.91
Monthly Escrow amount \$149.16	
	<hr/>
	\$64,542.20

7. 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 based on work actually performed.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.


WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$64,542.20, together with interest at the rate of \$14.83, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCafferty & McKeever**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, CASSANDRA INOUE, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: November 3, 2004



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WACHOVIA BANK, NA F/K/A FIRST  
UNION NATIONAL BANK, AS  
TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1

#0059600221 - JOLENE F. ROBISON and ALLEN W. ROBISON



EXHIBIT "A"

All that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a corner of Lot No. 58 and Barclay Street; thence North five (5) degrees six (6) minutes east fifty-two and seven-tenths (52.7) feet to Hannah Street; thence along Hannah Street South eighty-two (82) degrees fifty-three (53) minutes West ninety-five and six-tenths (95.6) feet to an alley; thence by said alley south no degrees to a corner of Lot No. 58; thence along Lot No. 58 North eighty-two (82) degrees forty-two (42) minutes East ninety and seven-tenths (90.7) feet to place of beginning. Being known as Lot No. 57 in McBride Addition to the Borough of Clearfield recorded in Clearfield County in Miscellaneous Index Volume "T", page 54.

Washington Mutual  
9451 Corbin Avenue  
Mailstop N010207  
Northridge, CA 91328

0059600221

July 15, 2004

#BVVNCLNN#  
#0900599600922191#

000349 /PA

ALLEN W ROBISON  
714 HANNAH STREET  
CLEARFIELD PA 16830

## EXHIBIT A

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED**

### NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 0059600221

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTenga UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Allen W. Robison  
PROPERTY ADDRESS: 714 Hannah Street  
Clearfield PA 16830  
LOAN ACCT. NUMBER: 0059600221  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME  
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program, and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY, AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you, if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**  
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

000348/SP999

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).****NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:714 Hannah Street  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Installments:	05/01/2004	\$633.70
	06/01/2004	\$714.75
	07/01/2004	\$714.75

Other charges (explain/itemize):

Uncollected Late Charges	\$284.46
Uncollected Fees:	\$30.40
Corporate advances	\$0.00
Less Credits	\$0.00

**TOTAL AMOUNT PAST DUE: \$2378.06**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2378.06, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**Washington Mutual Home Loans, Inc.  
9451 Corbin Avenue  
Northridge, CA 91324

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.**IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.****OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you may still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender:	Washington Mutual Home Loans, Inc.
Address:	9451 Corbin Avenue Northridge, CA 91324
Phone Number:	1-888-852-1745
Fax Number:	1-818-775-6260
Contact Person:	Collection Department

**EFFECTS OF SHERIFF'S SALE:** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_\_\_ may or ☒ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

Washington Mutual  
9451 Corbin Avenue  
Mailstop N010207  
Northridge, CA 91328

0059600221

July 15, 2004

#BVVNCLNN#  
#0900599600922191#

000349 /PA

JOLENE F ROBISON  
714 HANNAH STREET  
CLEARFIELD PA 16830

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED**

**NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 0059600221

**ACT 91 NOTICE  
TAKE ACTION TO SAVE YOUR  
HOME FROM FORECLOSURE**

This is an official notice that the mortgage on your home is in default and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Jolene F. Robison  
PROPERTY ADDRESS: 714 Hannah Street  
Clearfield PA 16830  
LOAN ACCT. NUMBER: 0059600221  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME  
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program, and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY, AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you, if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)**

000349/SP999

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

714 Hannah Street  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Installments:	05/01/2004	\$633.70
	06/01/2004	\$714.75
	07/01/2004	\$714.75

Other charges (explain/itemize):

Uncollected Late Charges	\$284.46
Uncollected Fees:	\$30.40
Corporate advances	\$0.00
Less Credits	\$0.00

**TOTAL AMOUNT PAST DUE:**

**\$2378.06**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2378.06, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**

Washington Mutual Home Loans, Inc.  
9451 Corbin Avenue  
Northridge, CA 91324

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, ~~the lender intends to exercise its rights to accelerate the mortgage debt.~~ This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**\*IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.



**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you may still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender:	Washington Mutual Home Loans, Inc.
Address:	9451 Corbin Avenue Northridge, CA 91324
Phone Number:	1-888-852-1745
Fax Number:	1-818-775-6260
Contact Person:	Collection Department

**EFFECTS OF SHERIFF'S SALE:** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You \_\_\_\_\_ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

**FILED**

*cc*  
JAN 19 2005

William A. Shaw  
Prothonotary, Clerk of Courts

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

vs.

JOLENE F. ROBISON and ALLEN W. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

No. 04-1771-CD

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

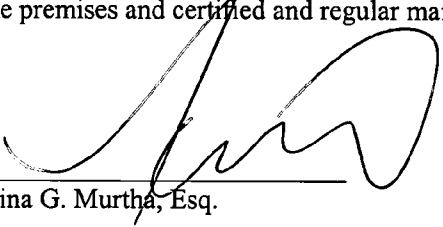
**MOTION FOR SUBSTITUTED SERVICE**  
**UNDER P.A.R.C.P. 430(a)**

Plaintiff, by and through its attorney, Kristina G. Murtha, Esq., in support of its Motion  
for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises 714 Hannah Street,  
Clearfield, PA, 16830, hereinafter, the "mortgaged premises".
2. Defendants, JOLENE F. ROBISON and ALLEN W. ROBISON, are the mortgagors and  
real owners of the mortgaged premises.
3. The last known address of Defendants is as set forth in Paragraph 2 of the Complaint.
4. The Sheriff has been unable to effect service of the Complaint upon Defendants at their  
last known address. The house appears vacant and padlocked according to the certification provided by  
the process server.
5. The following investigation was conducted in a good faith attempt to ascertain the

whereabouts of Defendants.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Complaint upon Defendants by posting the premises and certified and regular mail to the Defendants' last known address.

BY:   
Kristina G. Murtha, Esq.



Affidavit of Good Faith Investigation

**Client provided information:**

File Number: WM-0310  
Attorney Firm: Goldbeck, McCafferty & McKeever  
File Name: Robison

Subject Name: Jolene F. Robinson  
Property Address:  
Street: 714 Hannah Street  
City: Clearfield State: PA Zip: 16830

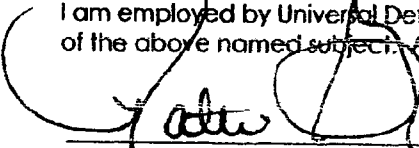
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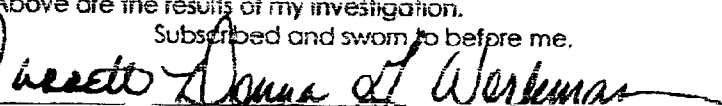
**Skip Results:** Date of Birth: 04/16/1963 Universal File Number: 10168  
**Last Known** Dates: As of 12/15/2004  
Street: 714 Hannah Street Phone:  
City: Clearfield State: PA Zip: 16830  
**Death Records:** As of 12/15/2004, the Social Security Administration has no death record on file for Jolene F. Robinson  
**Social Security Number search completed.**  
**Employment Search:** Unable to verify current employer.  
**Creditor Information:**  
Creditors indicated the last reported address for Jolene F. Robinson as 714 Hannah Street, Clearfield, PA 16830  
**Department of Motor Vehicle Records:**  
The Pennsylvania Department of Motor Vehicles provided no change for Jolene F. Robinson from 714 Hannah Street, Clearfield, PA 16830  
**Public Licenses (Pilot, Real Estate, etc):** Search performed provided no information.  
**Voter Registration Information:**  
The County Voters Registration Office has no listing for Jolene F. Robinson.  
**National Postal Address Search:** Has no change for Jolene F. Robinson from 714 Hannah Street, Clearfield, PA 16830  
**Comments:**  
814-765-8825: Spoke with neighbor, Mrs. John Shobert, she stated to house is vacant. She stated there has been a For Sale sign in the yard for several months.  
814-695-6894: Called possible associate, Michael Civils, there was no answer.  
864-850-1227: Called possible relative, John Marino, left message on answering machine, no response.

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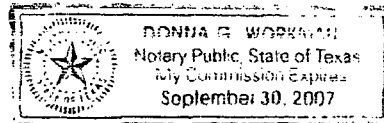
On 12/15/2004, I, Patti Garrett being duly sworn according to the law, deposes and says:  
I am employed by Universal Default Service. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.

Subscribed and sworn to before me.

  
Affiant Name: Patti Garrett

  
Notary Public

Date: 12/15/2004





Affidavit of Good Faith Investigation

**Client provided information:**

File Number: WM-0310

Attorney Firm: Goldbeck, McCafferty & McKeever

File Name: Robison

Subject Name: Allen W. Robinson

Property Address:

Street: 714 Hannah Street

City: Clearfield State: PA Zip: 16830

**Skip Results:**

Date of Birth: None Found

Universal File Number: 10168

**Last Known**

Dates: As of 12/15/2004

Street: 714 Hannah Street

Phone:

City: Clearfield State: PA Zip: 16830

**Death Records:** As of 12/15/2004, the Social Security Administration has no death record on file for Allen W. Robinson

**Social Security Number search completed.**

**Employment Search:** Unable to verify current employer.

**Creditor Information:**

Creditors indicated the last reported address for Allen W. Robinson as 714 Hannah Street, Clearfield, PA 16830

**Department of Motor Vehicle Records:**

The Pennsylvania Department of Motor Vehicles provided no change for Allen W. Robinson from 714 Hannah Street, Clearfield, PA 16830

**Public Licenses (Pilot, Real Estate, etc):** Search performed provided no information.

**Voter Registration Information:**

The County Voters Registration Office has no listing for Allen W. Robinson.

**National Postal Address Search:** Has no change for Allen W. Robinson from 714 Hannah Street, Clearfield, PA 16830

**Comments:**

814-765-8825: Spoke with neighbor, Mrs. John Shobert, she stated to house is vacant. She stated there has been a For Sale sign in the yard for several months.

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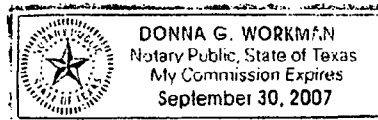
I am employed by Universal Default Service. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.

Subscribed and sworn to before me,

Affiant Name: Patti Garrett

Notary Public

Date: 12/15/2004



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

WACHOVIA BANK

VS.

ROBISON, JOLENE F. & ALLEN W.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16582

04-1771-CD

COPIES

**SHERIFF RETURNS**

NOW DECEMBER 17, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ALLEN W. ROBISON and JOLENE F. ROBISON, DEFENDANTS. HOUSE VACANT & PADLOCKED.

**Return Costs**

Cost	Description
27.00	SHERIFF HAWKINS PAID BY: ATTY CK# 212246
20.00	SURCHARGE PAID BY: ATTY CK# 212247

Sworn to Before Me This

\_\_\_\_\_ Day Of \_\_\_\_\_ 2004

So Answers,



**Chester A. Hawkins**  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**  
**A PROFESSIONAL CORPORATION**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322 FAX (215) 627-7734  
[www.goldbecklaw.com](http://www.goldbecklaw.com)

December 16, 2004

To: POSTMASTER  
CLEARFIELD, PA 16830

Request for Change of Address or Boxholder Information needed for Service of Legal Processor.

Please furnish the new address of the name and street address (if a boxholder) for the following:

JOLENE F. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

**NOTE:** The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information. The following information is provided in accordance with 39 CFR 256.6 (d) (6) (ii). There is no fee for providing the boxholder information. The fee for proving change of address information is waived in accordance with 39 CFR 256.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor (e.g) process server, attorney, party representing himself): Attorney for Plaintiff
2. Statute or regulation that empowers me to serve process (not required when requestor is an attorney or party acting pro se - except a corporation acting pro se must cite statute): PA Rule civil Procedure Number 440
3. The names of all known parties to the litigation: WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1
4. The court in which the case has been or will be heard: Superior Court for Clearfield County
5. The docket or other identifying number if one has been issued: TERM 04-1771-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness): Defendant(s) JOLENE F. ROBISON & ALLEN W. ROBISON

LAST KNOWN ADDRESS: 714 Hannah Street, Clearfield, PA 16830

**WARNING**

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of the legal process in connection with actual or prospective litigation could result in criminal penalties including a fine up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).

  
MICHAEL T. McKEEVER, ESQUIRE

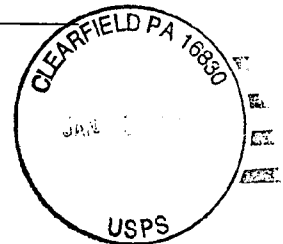
**FOR POST OFFICE USE ONLY**

POSTMARK

**NEW ADDRESS OR BOXHOLDER'S STREET ADDRESS**

- ☐ Mail is delivered to the address given.  
☐ No change of address order on file.  
☐ Not known at address given.  
☐ No such address.  
☒ Moved, left no forwarding address.

Our file #: WM-0310



**GOLDBECK McCAFFERTY & McKEEVER**  
**A PROFESSIONAL CORPORATION**  
Suite 5000 – Mellon Independence Center  
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Philadelphia, PA 19106-1532  
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[www.goldbecklaw.com](http://www.goldbecklaw.com)

December 16, 2004

To: POSTMASTER  
CLEARFIELD, PA 16830

Request for Change of Address or Boxholder Information needed for Service of Legal Processor.

Please furnish the new address of the name and street address (if a boxholder) for the following:

ALLEN W. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information. The following information is provided in accordance with 39 CFR 256.6 (d) (6) (ii). There is no fee for providing the boxholder information. The fee for proving change of address information is waived in accordance with 39 CFR 256.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor (e.g) process server, attorney, party representing himself): Attorney for Plaintiff
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4. The court in which the case has been or will be heard: Superior Court for Clearfield County
5. The docket or other identifying number if one has been issued: TERM 04-1771-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness): Defendant(s) JOLENE F. ROBISON & ALLEN W. ROBISON

LAST KNOWN ADDRESS: 714 Hannah Street, Clearfield, PA 16830

**WARNING**

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of the legal process in connection with actual or prospective litigation could result in criminal penalties including a fine up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).

  
MICHAEL T. McKEEVER, ESQUIRE

**FOR POST OFFICE USE ONLY**

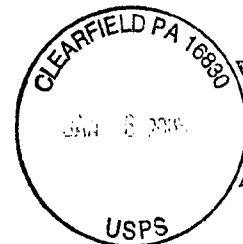
POSTMARK

**NEW ADDRESS OR BOXHOLDER'S STREET ADDRESS** \_\_\_\_\_

- ☐ Mail is delivered to the address given.  
☐ No change of address order on file.  
☐ Not known at address given.  
☐ No such address.

☒ Moved, left no forwarding address.

Our file #: WM-0310





**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

vs.

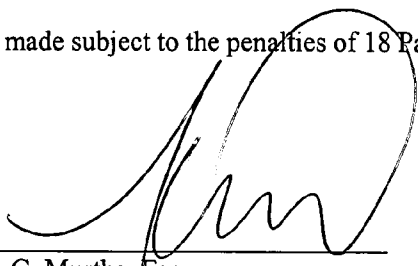
JOLENE F. ROBISON and ALLEN W. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

No. 04-1771-CD

**VERIFICATION**

I, Kristina G. Murtha, Esq., Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

BY:   
Kristina G. Murtha, Esq.

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

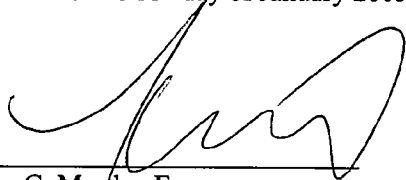
IN THE COURT OF COMMON PLEAS

Of Clearfield County

No. 04-1771-CD

**CERTIFICATE OF SERVICE**

Kristina G. Murtha, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendants this 18<sup>th</sup> day of January 2005, by first class mail, postage prepaid.

BY:   
Kristina G. Murtha, Esq.

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

1/28/05

Judge Ammerman will  
not sign. Gave Atty.  
Murtha updated addresses  
on the individuals &  
advised to recontact.

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1

9451 Corbin Avenue

Northridge, CA 91324

vs.

JOLENE F. ROBISON and ALLEN W. ROBISON

714 Hannah Street

Clearfield, PA 16830

df

04-1771-CD

**ORDER**

AND NOW, this            day of            2005, upon consideration of the Plaintiff's  
Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good  
faith efforts to ascertain the present whereabouts of Defendants has been unsuccessful, it is,  
ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in  
Mortgage Foreclosure upon Defendants by posting a copy of the Complaint upon the premises 714  
Hannah Street, Clearfield, PA, 16830, and Plaintiff is directed to serve the Complaint by certified and  
regular mail to the Defendants' last known address at 714 Hannah Street, Clearfield, PA, 16830, and that  
all further service of legal papers, including but not limited to motions, petitions and rules be made by  
certified and regular mail to Defendants' last known address and that Notice of Sheriff Sale pursuant to  
Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants by sending copies of same to  
Defendants' last known address by certified and regular mail and by posting the premises.

BY THE COURT:

\_\_\_\_\_  
Judge



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURT HOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-6080 7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

FACSIMILE MESSAGE

To: Company GOLDBECK/McCAFFERTY & McKEEVER  
Attn: 215-825-6444

FROM: DORIS FOLMAR XT 1315  
UPDATED ADDRESSES & PHONE #

RE: JOLENE F. ROBISON / ALLEN W. ROBISON, JR  
CASE # 04-1771-CD

DATE: 1-28-05

No. of Page(s) in Message 1



Jolene F. Robison

Date of Birth: 04/16/1963

Civil Case Pending: Wachovia Bank, NA v. Jolene F. Robison

Current Address: 3258 Sanbourn Road  
Houtzdale, PA. 16651  
(814) 339-7777

[REDACTED]

Allen W. Robison, Jr.

Date of Birth: 01/08/1963

Civil Case Pending: Wachovia Bank, NA v. Jolene F. Robison

Current Address: 3258 Sanbourn Road  
Houtzdale, PA. 16651  
(814) 339-7777

TO: HONORABLE FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

FROM: F. CORTEZ BELL, III, ESQUIRE  
FIRST ASSISTANT DISTRICT ATTORNEY

DATE: JANUARY 28, 2005

RE: J NET CHECK

Jolene F. Robison                      Date of Birth: 04/16/1963

Civil Case Pending: Wachovia Bank, NA v. Jolene F. Robison et.al.

Current Address:      3258 Sanbourn Road  
                                 Houtzdale, PA. 16651  
                                 (814) 339-7777

[REDACTED]

Allen W. Robison, Jr.                      Date of Birth: 01/08/1963

Civil Case Pending: Wachovia Bank, NA v. Jolene F. Robison et.al.

Current Address:      3258 Sanbourn Road  
                                 Houtzdale, PA. 16651  
                                 (814) 339-7777

No Criminal Record Found

Date: 1/28/2005

**Clearfield County Court of Common Pleas**

User: DISTATTY

Time: 10:10 AM

ROA Report

Page 1 of 1

Case: 2004-01771-CD

Current Judge: Fredric Joseph Ammerman

Wachovia Bank, NA vs. Jolene F. Robison, Allen W. Robison

**Mortgage Foreclosures**

Date		Judge
11/8/2004	Filing: Civil Complaint Paid by: Goldbeck, Joseph A. Jr. (attorney for Wachovia Bank, NA) Receipt number: 1890040 Dated: 11/08/2004 Amount: \$85.00 (Check) 2 CC to Shff. Property located at 714 Hannah St. Clfd.	No Judge
12/17/2004	Sheriff Return: Dec. 17, 2004 return the Complaint "not found" as to defendants. House vacant. So Answers Chester A. Hawkins, Sheriff	No Judge
1/19/2005	Motion for Substituted Service Under Pa.R.C.P. 430 (a), filed by s/Kristina G. Murtha, Esq. No CC	No Judge

**GOLDBECK McCAFFERTY &  
McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 04-1771-CD

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER

FILED<sup>66</sup>  
m/2:03/2 Compl.  
FEB 03 2005 Reinstated  
William A. Shaw 70 Shff  
Prothonotary/Clerk of Courts  
Atty pd. 7.00



By Joseph A. Goldbeck, Jr., Esq.  
Attorney for

Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100202  
NO: 04-1771-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NA

vs.

DEFENDANT: JOLENE F. ROBISON and ALLEN W. ROBISON

SHERIFF RETURN

NOW, February 15, 2005 AT 1:49 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOLENE F. ROBISON DEFENDANT AT 3258 SANBOURN ROAD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOLENE F. ROBISON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

01315381  
FEB 15 2005  
Promotional

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

DOCKET # 100202  
NO: 04-1771-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NA

vs.

DEFENDANT: JOLENE F. ROBISON and ALLEN W. ROBISON

**SHERIFF RETURN**

---

NOW, February 15, 2005 AT 1:49 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ALLEN W. ROBISON DEFENDANT AT 3258 SANBOURN ROAD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOLENE ROISON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100202  
NO: 04-1771-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NA  
vs.  
DEFENDANT: JOLENE F. ROBISON and ALLEN W. ROBISON

SHERIFF RETURN

RETURN COSTS

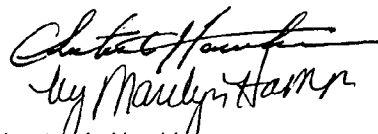
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	218539	20.00
SHERIFF HAWKINS	GOLDBECK	218539	44.16

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

GOLDBECK McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
(Mortgagor(s) and Record owner(s))  
714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

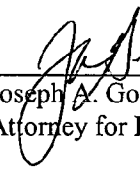
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

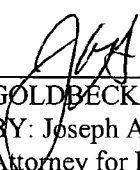
No. 04-1771-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, and against JOLENE F. ROBISON and ALLEN W. ROBISON for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$67,633.20.

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1 9451 Corbin Avenue Northridge, CA 91324 and that the name(s) and last known address(es) of the Defendant(s) is/are JOLENE F. ROBISON, 3258 Sanbourne Road Houtzdale, PA 16651 and ALLEN W. ROBISON, 3258 Sanbourn Road Houtzdale, PA 16651;

  
\_\_\_\_\_  
GOLDBECK McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**FILED** 

APR 01 2005

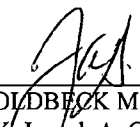
*m/3:20/14*  
William A. Shaw  
Prothonotary  
*noted to Dep.*  
*Starrman to Arty*

**ASSESSMENT OF DAMAGES**

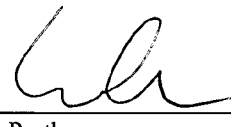
TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$54,804.31
Interest from 04/01/2004 through 03/30/2005	\$5,395.98
Attorney's Fee at 5.0000% of principal balance	\$2,740.22
Late Charges	\$477.58
Costs of Suit and Title Search	\$900.00
Payoff Statement Fee	\$30.00
Recording Fee	\$28.50
Other Fees Due	\$30.40
Fee	\$58.50
Escrow Advance	\$2,421.91
Escrow	\$745.80
	(\$0.00)
	<hr/>
	\$67,633.20

  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

AND NOW, this    <sup>1</sup>   day of April, 2005 damages are assessed as above.

  
\_\_\_\_\_  
Pro Prothy

**In the Court of Common Pleas of Clearfield County**

WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL  
BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE  
LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
(Mortgagor(s) and Record Owner(s))  
714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

No. 04-1771-CD

**PRAECIPE FOR JUDGMENT**

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

Enter the Judgment in favor of Plaintiff and against JOLENE F. ROBISON and ALLEN W. ROBISON by default for want of an Answer.

Assess damages as follows:

Debt

\$67,633.20

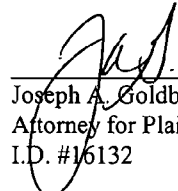
Interest - 04/01/2004 to 03/30/2005

Total

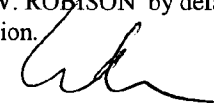
(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16132

AND NOW April 1, 2005, Judgment is entered in favor of WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1 and against JOLENE F. ROBISON and ALLEN W. ROBISON by default for want of an Answer and damages assessed in the sum of \$67,633.20 as per the above certification.

  
\_\_\_\_\_  
Prothonotary

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

WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE  
LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

No. 04-1771-CD

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
(Mortgagors and Record Owner(s))  
714 Hannah Street  
Clearfield, PA 16830

Defendant(s)


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

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: 

 Deputy

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**FILED**

APR 01 2005

William A. Shaw  
Prothonotary



Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
(Mortgagor(s) and Record Owner(s))  
714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-1771-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

714 Hannah Street  
Clearfield, PA 16830

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

JOLENE F. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651

ALLEN W. ROBISON  
3258 Sanbourn Road  
Houtzdale, PA 16651

2. Name and address of Defendant(s) in the judgment:

JOLENE F. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651

ALLEN W. ROBISON  
3258 Sanbourn Road  
Houtzdale, PA 16651

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

CITIFINANCIAL MORTGAGE CO. INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

ASSOCIATES FINANCIAL  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

CITIFINANCIAL, INC.  
RD 3 BOX 146H  
DUBOIS, PA 15801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

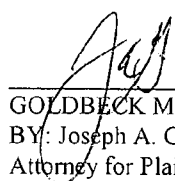
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
714 Hannah Street  
Clearfield, PA 16830

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: March 31, 2005

  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

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

Wachovia Bank, NA  
Plaintiff(s)

No.: 2004-01771-CD

Real Debt: \$67,633.20

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jolene F. Robison  
Allen W. Robison  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 1, 2005

Expires: April 1, 2010

Certified from the record this April 1, 2005

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
(Mortgagor(s) and Record Owner(s))  
714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-1771-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

714 Hannah Street  
Clearfield, PA 16830

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

JOLENE F. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651

ALLEN W. ROBISON  
3258 Sanbourn Road  
Houtzdale, PA 16651

2. Name and address of Defendant(s) in the judgment:

JOLENE F. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651

ALLEN W. ROBISON  
3258 Sanbourn Road  
Houtzdale, PA 16651

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

CITIFINANCIAL MORTGAGE CO. INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

ASSOCIATES FINANCIAL  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

CITIFINANCIAL, INC.  
RD 3 BOX 146H  
DUBOIS, PA 15801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

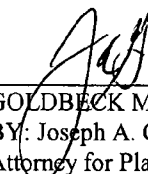
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
714 Hannah Street  
Clearfield, PA 16830

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: March 31, 2005

  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P 3180-3183

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
**Mortgagor(s) and Record Owner(s)**  
714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-1771-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

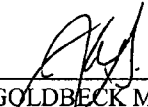
Amount Due

\$67,633.20

Interest from  
04/01/2004 to  
03/30/2005 at  
9.8750%

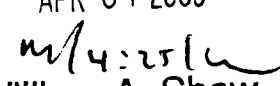
(Costs to be added)

**Prothonotary costs** 132.00

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**FILED**

APR 01 2005

  
William A. Shaw  
Prothonotary

6 copies issued to Shw



Term  
No. 04-1771-CD  
**IN THE COURT OF COMMON PLEAS**

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1

vs.

JOLENE F. ROBISON and  
ALLEN W. ROBISON  
(Mortgagor(s) and Record Owner(s))  
714 Hannah Street  
Clearfield, PA 16830

---

**PRAECIPE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

---

---

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

---

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322





ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner of Lot No. 58 and Barclay Street; thence North five (5) degrees six (6) minutes East fifty-two and seven tenths (52.7) feet to Hannah Street, thence along Hannah Street South eighty-two (82) degrees fifty-three (53) minutes West ninety-five and six tenths (95.6) feet to an alley; thence said alley South no degrees to a corner of Lot No. 58; thence along Lot No. 58 North eighty-two (82) degrees forty-two (42) minutes East ninety and seven tenths (90.7) feet to a place of beginning. Being known as Lot No. 57 in the McBride Addition to the Borough of Clearfield.

Said McBride Addition to the Borough of Clearfield recorded in Clearfield County Miscellaneous Index Volume "T", Page 54.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K08-211-00048.

BEING THE SAME PREMSIES which Russell E. Keen and Patricia G. Keen, husband and wife, by deed dated 11/27/01 and recorded 12/3/01 in the Office of the Recorder of Deeds in and for Clearfield County at Instrument #200119308, granted and conveyed unto Allen W. Robison and Jolene F. Robison, husband and wife.

**FILED**

APR 01 2005

William A. Shaw  
Prothonotary

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

In the Court of Common Pleas of  
Clearfield County

No. 04-1771-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: 714 Hannah Street Clearfield, PA 16830

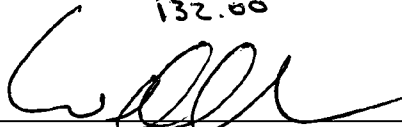
See Exhibit "A" attached

AMOUNT DUE \$67,633.20

Interest From 04/01/2004  
Through 03/30/2005

(Costs to be added)

Dated: April 1, 2005

132.00  
  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Term  
No. 04-1771-CD

IN THE COURT OF COMMON PLEAS

WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL  
BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN  
TRUST 2002-1

vs.

JOLENE F. ROBISON and  
ALLEN W. ROBISON  
Mortagor(s)  
714 Hannah Street Clearfield, PA 16830

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$67,633.20
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	\$
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner of Lot No. 58 and Barclay Street; thence North five (5) degrees six (6) minutes East fifty-two and seven tenths (52.7) feet to Hannah Street, thence along Hannah Street South eighty-two (82) degrees fifty-three (53) minutes West ninety-five and six tenths (95.6) feet to an alley; thence said alley South no degrees to a corner of Lot No. 58; thence along Lot No. 58 North eighty-two (82) degrees forty-two (42) minutes East ninety and seven tenths (90.7) feet to a place of beginning. Being known as Lot No. 57 in the McBride Addition to the Borough of Clearfield.

Said McBride Addition to the Borough of Clearfield recorded in Clearfield County Miscellaneous Index Volume "T", Page 54.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K08-211-00048.

BEING THE SAME PREMSIES which Russell E. Keen and Patricia G. Keen, husband and wife, by deed dated 11/27/01 and recorded 12/3/01 in the Office of the Recorder of Deeds in and for Clearfield County at Instrument #200119308, granted and conveyed unto Allen W. Robison and Jolene F. Robison, husband and wife.

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322

WM-0310  
CF: 11/08/2004  
SD: 08/05/2005  
\$67,633.20

Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
**Mortgagor(s) and  
Record Owner(s)**

714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 04-1771-CD

**FILED** *no cc*  
*m) 11:14 AM*  
JUL 05 2005 *JB*

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ( ) Personal Service by the Sheriff's Office/competent adult (copy of return attached).
- ☒ Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
- ( ) Certified mail by Sheriff's Office.
- ( ) Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- ( ) Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- ( ) Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- ( ) Premises was posted by Sheriff's Office/competent adult (copy of return attached).
- ( ) Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ( ) Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

*[Signature]*  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

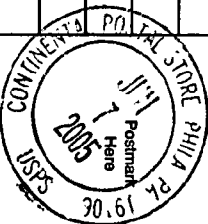
7004 2510 0003 3683 2413

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	4.42
Total Postage & Fees	\$



WM-0310 8/5

Send to: ROBISON, ALLEN W.  
Street, Apt. No.: 714 HANNAH STREET  
or PO Box No. CLEARFIELD, PA 16830  
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery."
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

(Reverse) 2002 eunr 0088 Form 3811



7005 1160 0001 2759 8567

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	4.42
Total Postage & Fees	\$



WM-0310 8/5

Send to  
ROBISON, JOLENE F.  
Street, Apt. No.: 3258 Sandbourne Road  
or PO Box No.: Houtzdale, PA 16651  
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
  - A unique identifier for your mailpiece
  - A record of delivery kept by the Postal Service for two years
- Important Reminders:**
- Certified Mail may **ONLY** be combined with First Class Mail® or Priority Mail®.
  - Certified Mail is **not** available for any class of international mail.
  - **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
  - For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
  - For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
  - If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.
- IMPORTANT: Save this receipt and present it when making an inquiry.**  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

7004 2510 0003 3683 2406

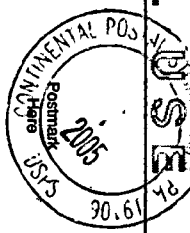
**REGISTERED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	4.42
Total Postage & Fees	\$

WM-0310 8/5



Sent to: **ROBISON, JOLENE F.**  
Street, Apt. No.: **714 HANNAH STREET**  
or PO Box No. **CLEARFIELD, PA 16830**  
City, State, ZIP+4

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
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**IMPORTANT: Save this receipt and present it when making an inquiry.**  
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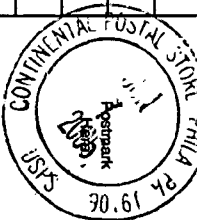
7005 1160 0001 2759 8574

**REGISTERED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ Yes
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	4.42
Total Postage & Fees	\$ WM-0310 8/5



SEIBRISON, ALLEN W.  
Street, Apt. No.: 3258 Sandbourne Road  
or PO Box No. Houtzdale, PA 16651  
City, State, ZIP+4

PS Form 3800, June 2003

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

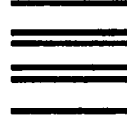
- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

(reverse) 2002 eunf 0038 Form 3811



UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

GOLDBECK MCCAFFERTY & MCKEEVER  
STE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET ST  
PHILADELPHIA PA 19106-1538



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

WM-0310 8/5

ROBISON, ALLEN W.  
714 HANNAH STREET  
CLEARFIELD, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Allen Robison*

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Allen Robison*

C. Date of Delivery  
*6-14-05*

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

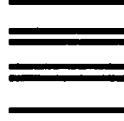


PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

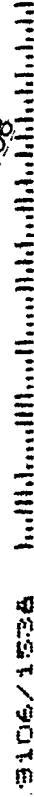
UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

GOLDBECK MCCAFFERTY & MCKEEVER  
STE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET ST  
PHILADELPHIA PA 19106-1538



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

WM-0310 8/5

ROBISON, ALLEN W.  
3258 Sanbourne Road  
Houtzdale, PA 16651

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Allen Robison* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

*Allen Robison* *6-9-06*

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

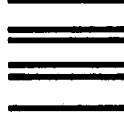
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

GOLDBECK MCCAFFERTY & MCKEEVER  
STE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET ST  
PHILADELPHIA PA 19106-1588

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

WM-0310 8/5

ROBISON, JOLENE F.  
3258 Sanbourne Road  
Houtzdale, PA 16651

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Jolene Robison*

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Jolene Robison

C. Date of Delivery

6-9-03

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

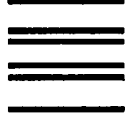


PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

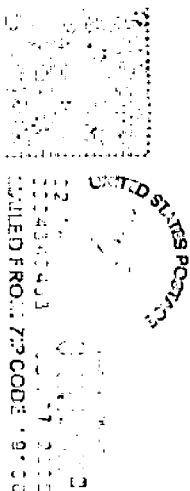
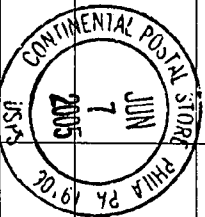
GOLDBECK MCCAFFERTY & MCKEEVER  
STE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET ST  
PHILADELPHIA PA 19106-1538

Name and Address of Sender  
**GOLDBECK  
SUITE 5000  
701 MARKET STREET  
PHILADELPHIA, PA  
19106-1532**

Check type of mail or service:  
☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional copies  
of this bill)  
Postmark and  
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675											
2.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830											
3.	CITIFINANCIAL MORTGAGE CO. INC. 1111 Northpoint Drive Building 4, Suite 400 Coppell, TX 75019-3931											
4.	ASSOCIATES FINANCIAL 1111 Northpoint Drive Building 4, Suite 100 Coppell, TX 75019-3931											
5.	CITIFINANCIAL, INC. RD 3 BOX 146H DUBOIS, PA 15801											
6.	TENANTS/OCCUPANTS 714 Hannah Street Clearfield, PA 16830											
7.												
8.												



Total Number of Pieces Listed by Sender: 6

Total Number of Pieces Received at Post Office: 6

Postmaster Per (Name of receiving employee): JF

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

WM-0310

JOLENE F. ROBISON & ALLEN W. ROBISON

See Privacy Act Statement on Reverse

Clearfield

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
**Mortgagor(s) and Record Owner(s)**

714 Hannah Street  
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 04-1771-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

714 Hannah Street  
Clearfield, PA 16830

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

JOLENE F. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651

ALLEN W. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651

2. Name and address of Defendant(s) in the judgment:

JOLENE F. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651

ALLEN W. ROBISON  
3258 Sanbourne Road  
Houtzdale, PA 16651



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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

CITIFINANCIAL MORTGAGE CO. INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

ASSOCIATES FINANCIAL  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

CITIFINANCIAL, INC.  
RD 3 BOX 146H  
DUBOIS, PA 15801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

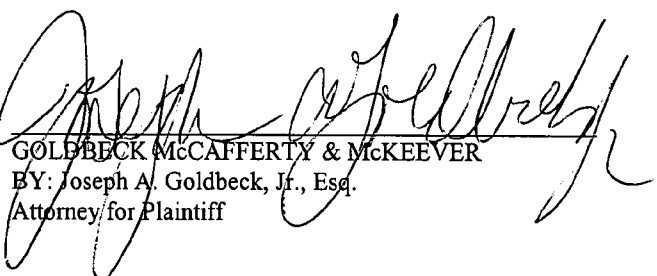
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
714 Hannah Street  
Clearfield, PA 16830

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: June 28, 2005

  
GOLDBECK McCafferty & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20135

NO: 04-1771-CD

PLAINTIFF: WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1

vs.

DEFENDANT: JOLENE F. ROBISON AND ALLEN W. ROBISON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/04/2005

LEVY TAKEN 06/09/2005 @ 9:56 AM

POSTED 06/09/2005 @ 9:56 AM

SALE HELD 08/05/2005

SOLD TO WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1, ASSET-BACKED CERTIFICATES SERIES 2002-1 IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/16/2005

DATE DEED FILED 09/16/2005

PROPERTY ADDRESS 714 HANNAH STREET CLEARFIELD , PA 16830  
**SERVICES**

06/09/2005 @ 10:46 AM SERVED JOLENE F. ROBISON

SERVED JOLENE F. ROBISON, DEFENDANT, AT HER RESIDENCE 3258 SANBOURNE ROAD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOLENE F. ROBISON

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

06/09/2005 @ 10:46 AM SERVED ALLEN W. ROBISON

SERVED ALLEN W. ROBISON, DEFENDANT, AT HIS RESIDENCE 3258 SANBOURNE ROAD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOLENE ROBISON, WIFE/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

**FILED**  
011-2181  
SEP 16 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

9  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20135  
NO: 04-1771-CD

PLAINTIFF: WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH  
MORTGAGE LOAN TRUST 2002-1

vs.

DEFENDANT: JOLENE F. ROBISON AND ALLEN W. ROBISON

Execution REAL ESTATE

SHERIFF RETURN

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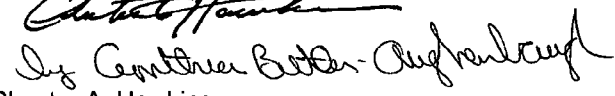
SHERIFF HAWKINS \$217.02

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

WACHOVIA BANK, NA F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2002-1  
9451 Corbin Avenue  
Northridge, CA 91324

vs.

JOLENE F. ROBISON  
ALLEN W. ROBISON  
714 Hannah Street  
Clearfield, PA 16830

In the Court of Common Pleas of  
Clearfield County

No. 04-1771-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: 714 Hannah Street Clearfield, PA 16830

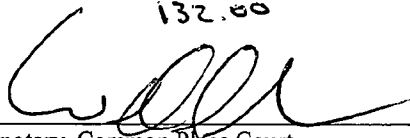
See Exhibit "A" attached

AMOUNT DUE \$67,633.20

Interest From 04/01/2004  
Through 03/30/2005

(Costs to be added)

Dated: April 1, 2005

132.00  
  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received April 4, 2005 @ 1:30 P.M.  
Cristina A. Hawkins  
by Cynthia Butler-Aughonbaugh

Term  
No. 04-1771-CD

IN THE COURT OF COMMON PLEAS

WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL  
BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN  
TRUST 2002-1

vs.

JOLENE F. ROBISON and  
ALLEN W. ROBISON  
Mortgagor(s)  
714 Hannah Street Clearfield, PA 16830

WRIT OF EXECUTION (Mortgage Foreclosure)	
REAL DEBT	\$67,633.20
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner of Lot No. 58 and Barclay Street; thence North five (5) degrees six (6) minutes East fifty-two and seven tenths (52.7) feet to Hannah Street, thence along Hannah Street South eighty-two (82) degrees fifty-three (53) minutes West ninety-five and six tenths (95.6) feet to an alley; thence said alley South no degrees to a corner of Lot No. 58; thence along Lot No. 58 North eighty-two (82) degrees forty-two (42) minutes East ninety and seven tenths (90.7) feet to a place of beginning. Being known as Lot No. 57 in the McBride Addition to the Borough of Clearfield.

Said McBride Addition to the Borough of Clearfield recorded in Clearfield County Miscellaneous Index Volume "T", Page 54.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K08-211-00048.

BEING THE SAME PREMSIES which Russell E. Keen and Patricia G. Keen, husband and wife, by deed dated 11/27/01 and recorded 12/3/01 in the Office of the Recorder of Deeds in and for Clearfield County at Instrument #200119308, granted and conveyed unto Allen W. Robison and Jolene F. Robison, husband and wife.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOLENE F. ROBISON

NO. 04-1771-CD

NOW, August 05, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on August 05, 2005, I exposed the within described real estate of Jolene F. Robison And Allen W. Robison to public venue or outcry at which time and place I sold the same to WACHOVIA BANK, NA F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2002-1 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.58
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$217.02</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	67,633.20
INTEREST @ 18.7700 %	9,216.07
FROM 04/01/2004 TO 08/05/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$76,889.27</b>

**COSTS:**

ADVERTISING	365.98
TAXES - COLLECTOR	724.42
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	217.02
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,793.92</b>

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

CHESTER A. HAWKINS, Sheriff