

2004-1848-CD

NATIONAL CITY HOME LOAN

VS

ROBERT W. BRESSLER ET AL

National City Home et al vs Robert Bressler e
2004-1848-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY HOME LOAN
SERVICES, INC., f/k/a ALTEGRA
CREDIT CORPORATION, Assignee of
AMERICAN LOAN CENTERS,

Plaintiff,

vs.

ROBERT W. BRESSLER and TAMMY
J. BRESSLER,

Defendants.

CIVIL DIVISION

NO. 2004-1848-CO

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

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

6
FILED

NOV 22 2004

12:00 PM

Louis P. Vitti & Assoc., P.C. William A. Shaw
916 Fifth Avenue Prothonotary
Pittsburgh, PA 15219 1 cent to Atty

(412) 281-1725

2 cent to Shre

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

NATIONAL CITY HOME LOAN SERVICES, INC., et al.)
Plaintiff,) NO.
vs.)
ROBERT W. BRESSLER and TAMMY J.)
BRESSLER,)
Defendants)

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

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

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at P.O. Box 1838, Pittsburgh, PA 15230.
2. The Defendant(s) is/are individuals with a last known mailing address of 306 Pennsylvania Avenue, Curwensville, PA 16833. The property address is **RR 1, Box 26, Curwensville, PA 16833** and is the subject of this action.
3. On the 23rd day of December, 1999, in consideration of a loan of Forty Seven Thousand Seven Hundred and 00/100 (\$47,700.00) Dollars made by American Loan Centers, a CA corporation, to Defendant(s), the said Defendant(s) executed and delivered to American Loan Centers, a CA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and American Loan Centers, as mortgagee, which mortgage was recorded on the 5th day of January, 1999, in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200000193. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.
4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. On the 30th day of August, 2001, American Loan Centers, a CA corporation, assigned to the Plaintiff, Altegra Credit Company n/k/a National City Home Loan Services, Inc., the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 30th day of August, 2001 at Instrument No. 200113687. The said assignment is incorporated herein by reference.

6. Said mortgage provides, inter alia:

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

7. Since June 1, 2004, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

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

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

10. Pursuant to Pennsylvania Rule of Civil Procedure 1144, the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the

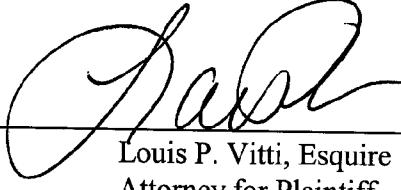
time of the filing of this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Fifty Two Thousand Nine Hundred Thirty One and 26/100 Dollars (\$52,931.26) with interest and costs.

Respectfully submitted,

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

BY



Louis P. Vitti, Esquire
Attorney for Plaintiff

BRESSLER

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance		44,037.24
Interest @ 10.5000% from 05/01/04 through 11/30/2004 (Plus \$12.6682 per day after 11/30/2004)		2,698.34
Late charges through 11/17/2004 0 months @ 21.76 Accumulated beforehand (Plus \$21.76 on the 17th day of each month after 11/17/2004)		678.28
Attorney's fee		2,201.86
Escrow deficit		<u>3,315.54</u>
 (This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		
BALANCE DUE		52,931.26

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

BEING part of a plot of lots, known as Eastvu, a plan of which is of record at the Recorder's Office in and for the County of Clearfield in Miscellaneous Book 9, Page 74, and known at Lot No. 67; bounded on the North by Lot No. 67; bounded on the North by Lot No. 66; on the east by a sixteen (16) foot alley; on the south by James Street; on the west by Pennsylvania Avenue. Being one hundred fifty (150) feet in front on Pennsylvania Avenue and one hundred fifty (150) feet in depth.

BENG designated as parcel number: 6.2-109-299-11

EXHIBIT "A"

(1999123647/1999123647/8)

VERIFICATION

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

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



Louis P. Vitti

Dated: November 18, 2004

YOU HAVE ALTERNATIVES TO FORECLOSURE!

Please take a moment to read about the following alternatives that may be available to you:

LOAN MODIFICATION

Working together with the lender to adjust the terms of your loan. If you qualify, this could reduce your monthly payments!* This will stop the Foreclosure Action upon receipt of Certified Funds and Signed Modification Agreement.

** This option is available for qualified applicants only, based upon credit history and property value.*

REPAYMENT PLAN

A repayment plan may be available to bring your account current, over a specified amount of time.* The lender will hold the Foreclosure Action so long as the payments are made on time until the loan is brought current.

** This option is available for qualified applicants only, based upon credit history and property value.*

PAYOUT

To pay the loan in full. This will STOP the Foreclosure Action upon receipt of Certified Funds.

PREFORECLOSURE SALE (also known as a presale or short sale)

The sale of the property wherein the lender agrees to accept funds short or less than the payoff amount in return for the release of the mortgage lien.

DEED IN LIEU OF FORECLOSURE

The acceptance by the lender of a deed to the property instead of foreclosing on the property, in return for the release of the mortgage lien and a waiver of any balance owed by the borrower.

**Please call a National City Counselor for more information
(800) 622-5035**

National City Home Loan Services Inc. and First Franklin Financial Corporation are operating subsidiaries of National City Bank of Indiana, a national bank, which is a wholly-owned subsidiary of National City Corporation. National City Home Loan Services, Inc. services loans for the following affiliated entities as Altegra Credit Company Loan Services, First Franklin Loan Services, or National City Loan Services:

National City Bank, National City Bank of Indiana, National City Bank of Kentucky, National City Bank of Michigan/Illinois, National City Bank of Southern Indiana, Madison Bank & Trust Company, National City Bank of Pennsylvania, Altegra Credit Company, First Franklin Financial Corporation.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100018
NO: 04-1848-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY HOME LOAN SERVICES, INC.
vs.
DEFENDANT: ROBERT W. BRESSLER and TAMMY J. BRESSLER

SHERIFF RETURN

NOW, December 01, 2004 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT W. BRESSLER DEFENDANT AT RR#1 Box 26, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT W. BRESSLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED *EGK*
DEC 09 2004
3:00
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100018
NO: 04-1848-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY HOME LOAN SERVICES, INC.

VS.

DEFENDANT: ROBERT W. BRESSLER and TAMMY J. BRESSLER

SHERIFF RETURN

NOW, December 01, 2004 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMMY J. BRESSLER DEFENDANT AT RR#1 Box 26, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT BRESSLER, HUSBAND 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 # 100018
NO: 04-1848-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY HOME LOAN SERVICES, INC.

vs.

DEFENDANT: ROBERT W. BRESSLER and TAMMY J. BRESSLER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LOUIS P. VITTI	23376	20.00
SHERIFF HAWKINS	LOUIS P. VITTI	23375	28.50

Sworn to Before Me This

So Answers,

____ Day of _____ 2004



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY HOME LOAN
SERVICES, INC., f/k/a ALTEGRA
CREDIT CORPORATION, assignee of
AMERICAN LOAN CENTERS

CIVIL DIVISION

NO. 2004-1848-CD

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

Plaintiff,

vs.

ROBERT W. BRESSLER and TAMMY J.
BRESSLER

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

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

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

(412) 281-1725

66 **FILED** No CC
m 110:13 PM Notice to Defs.
JAN 10 2005 Statement to Atty
Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs.) Plaintiff,)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

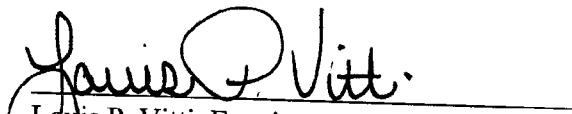
PRAECIPE FOR DEFAULT JUDGMENT
AND ASSESSMENT OF DAMAGES

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$55,589.17**, in favor of the National City Home Loan Services., Inc, Plaintiff in the above-captioned action, against the Defendants, **Robert W. Bressler and Tammy J. Bressler** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

Unpaid Principal Balance	\$44,037.24
Interest from 05/01/04-12/05/05 (Plus \$12.6682 per day after 12/05/05)	3,154.39
Late charges (Plus \$21.76 per month from 12/05/05-Sale Date)	678.28
Attorney's fee	2,201.86
Escrow Deficit (Plus any additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	<u>3,315.54</u>
Total Amount Due	<u>\$55,589.17</u>

The real estate, which is the subject matter of the Complaint, is situate in Boro of Curwensville, Clearfield County, Cmwlth of PA. HET a dwg k/a RR1, Box 26, Curwensville, PA 16833. Parcel# 6.2-109-299-11.


Louis P. Vitti, Esquire
Attorney for the Plaintiff

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

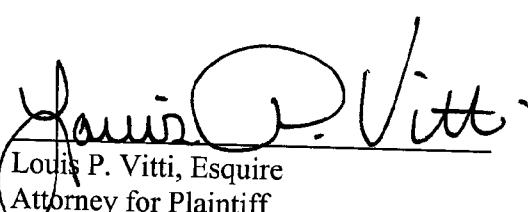
NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs.) Plaintiff,)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

CERTIFICATION OF MAILING

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on December 22, 2004, giving ten (10) day notice that judgment would be entered should no action be taken.

LOUIS P. VITTI & ASSOCIATES, P.C.

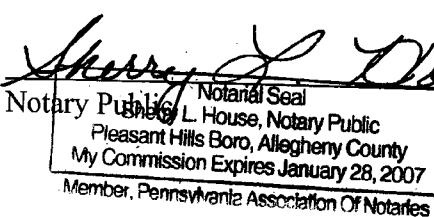
BY:


Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 5th day

of January, 2005.



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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
fka ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs.)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

IMPORTANT NOTICE

TO: Robert W. Bressler
Tammy J. Bressler
RR1, Box 26
Curwensville, PA 16833

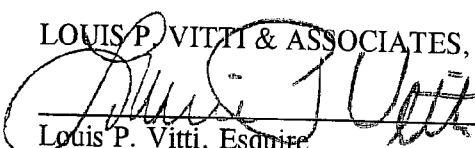
Date of Notice: **December 22, 2004**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

Prothonotary
Clearfield County Courthouse
Clearfield, PA 16830

LOUIS P. VITTI & ASSOCIATES, P.C.
BY: 
Louis P. Vitti, Esquire
Attorney for Plaintiff
916 Fifth Avenue
Pittsburgh, PA 15219

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

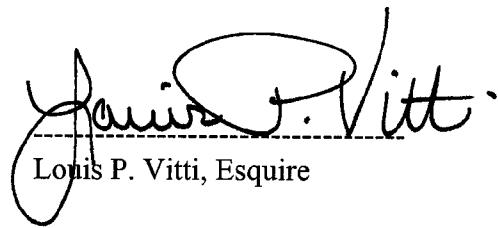
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

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

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

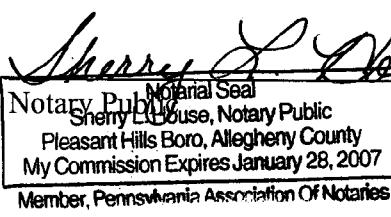


Louis P. Vitti

SWORN to and subscribed

before me this 5th day

of January, 2005.



COPY

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs. Plaintiff,)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding
on the 10th day of January 2005.

Judgment is as follows: **\$55,589.17.**

Deputy

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

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

COPY

National City Home Loan Services, Inc.
Altegra Credit Corporation
American Loan Centers
Plaintiff(s)

No.: 2004-01848-CD

Real Debt: \$55,589.17

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Robert W. Bressler
Tammy J. Bressler
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 10, 2005

Expires: January 10, 2010

Certified from the record this 10th day of January, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY HOME LOAN
SERVICES, INC., f/k/a ALTEGRA
CREDIT CORPORATION, assignee of
AMERICAN LOAN CENTERS

CIVIL DIVISION

NO. 2004-1848-CD

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

Plaintiff,

vs.

ROBERT W. BRESSLER and TAMMY J.
BRESSLER

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Defendants.

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

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

(412) 281-1725

FILED 10046wnts
64 m 10-23-04 w/prop descr.
JAN 10 2005 to Shff

William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
Plaintiff,)
vs.)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

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

TO: PROTHONOTARY OF CLEARFIELD COUNTY

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

Amount Due \$55,589.17

Interest 12/06/05-Sale Date _____.

Total \$ _____.

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

Boro of Curwensville, Clearfield County, Cmwlth of PA. HET a dwg k/a RR1, Box 26, Curwensville, PA
16833. Parcel# 6.2-109-299-11.

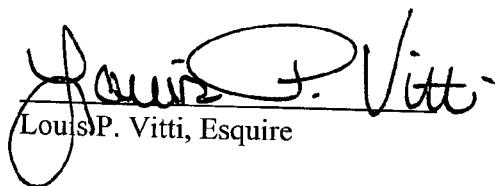

Louis P. Vitti, Esquire
Attorney for Plaintiff

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
Plaintiff,)
vs.)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

AFFIDAVIT

I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief, the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute . That the Defendants' last known address is RR1, Box 26, Curwensville, PA 16833.

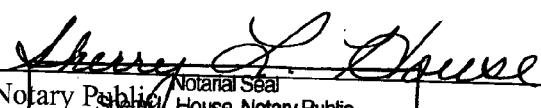


Louis P. Vitti
Esquire

SWORN TO and subscribed

before me this 5th day of

January, 2005.

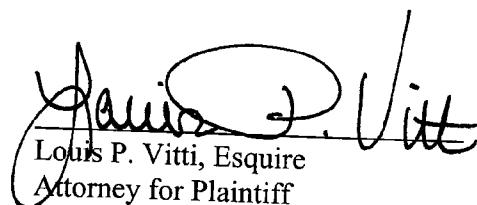

Notary Public Shirley L. House, Notary Public
Pleasant Hills Boro, Allegheny County
My Commission Expires January 28, 2007
Member, Pennsylvania Association of Notaries

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs. Plaintiff,)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

AFFIDAVIT

I, Louis P. Vitti, hereby certify that as representative of National City Home Loan Services, Inc am familiar with the above-captioned case and various servicing activities related thereto and that the provisions of the laws of the Commonwealth of Pennsylvania and specifically, Act 91 of 1983, have been complied with in the above-captioned case.

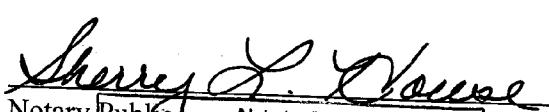


Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 5th day

of January, 2005.



Notary Public Notarial Seal
Sherry L. House Notary Public
Pleasant Hills Boro, Allegheny County
My Commission Expires January 28, 2007
Member, Pennsylvania Association of Notaries

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs.) Plaintiff,)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,) Defendants.)

AFFIDAVIT PURSUANT TO RULE 3129.1

National City Home Loan Services, Inc., et al, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RR1, Box 26, Curwensville, PA 16833.

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

Name:

Robert W. Bressler
Tammy J. Bressler

Address (Please indicate if this
cannot be reasonably ascertained)

RR1, Box 26
Curwensville, PA 16833

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

Name:

Same as No. 1 above.

Address (Please indicate if this
cannot be reasonably ascertained)

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

Name:

None

Address (Please indicate if this
cannot be reasonably ascertained)

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

Name

Address (Please indicate if this
cannot be reasonably ascertained)

Beneficial Consumer Discount Company

90 Beaver Dr
Du Bois, PA 15801

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

Name

Address (Please indicate if this
cannot be reasonably ascertained)

None

6. 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:

Name

Address (Please indicate if this
cannot be reasonably ascertained)

None

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:

Name

Address (Please indicate if this
cannot be reasonably ascertained)

Tax Collector of Curwensville Borough

c/o Dwane Test
PO Box 239, Naution Rd
Curwensville, PA 16833

Pike Twp Municipal Authority

PO Box 27
Curwensville, PA 16833

Curwensville Municipal Suthority

900 Susquehanna Ave
Curwensville, Pa 16833

Commonwealth of PA -DPW

P.O. Box 8016
Harrisburg, PA 17105

Clerk of Courts
Criminal/Civil Division

P.O. Box 549
Clearfield, PA 16830

Tax Claim Bureau of Clearfield County

230 East Market Street
Clearfield, PA 16830

Court of Common Pleas of
Clearfield County
Domestic Relations Division

P.O. Box 549
Clearfield, PA 16830

Bureau of Compliance
Attn: Susan Blough

Clearance Support Section
Dept. #281230
Harrisburg, PA 17128-1230

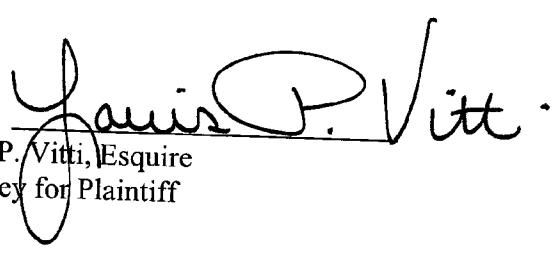
Tenant/Occupant

RR 1, Box 26
Curwensville, PA 16833

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.

January 5, 2005

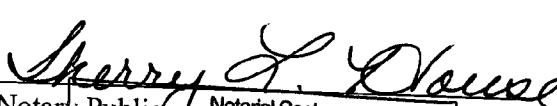
Date


Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN TO and subscribed

before me this 5th day

of January, 2005.



Notary Public Notarial Seal
Sherry L. House, Notary Public
Pleasant Hills Boro, Allegheny County
My Commission Expires January 28, 2007
Member, Pennsylvania Association Of Notaries

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

National City Home Loan Services, Inc.,
f/k/a Altegra Credit Corporation, assignee of
American Loan Centers

Vs.

NO.: 2004-01848-CD

COPY

Robert W. Bressler and Tammy J. Bressler

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY HOME LOAN SERVICES, INC., f/k/a ALTEGRA CREDIT CORPORATION, assignee of AMERICAN LOAN CENTERS, Plaintiff(s) from ROBERT W. BRESSLER and TAMMY J. BRESSLER, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$55,589.17
INTEREST: 12/06/04-Sale Date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 01/10/2005

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

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

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Louis P. Vitti, Esq.
916 Fifth Ave.
Pittsburgh, PA 15219
(412) 281-1725

Sheriff

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs. Plaintiff,)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

LEGAL DESCRIPTION

All that certain lot or piece of land situate in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

Being part of a plot of lots, known as Eastvu, a plan of which is of record at the Recorder's Office in and for the County of Clearfield in Miscellaneous Book 9, page 74 and known at Lot No. 67; bounded on the North by Lot No 67; bounded on the North by Lot No. 66; on the East by a sixteen (16) foot alley; on the South by James Street; on the West by Pennsylvania Avenue. Being one hundred fifty (150) feet in front on Pennsylvania Avenue and one hundred fifty (150) feet in depth.

Parcel# 6.2-109-299-11

Having erected thereon a dwelling known as RR1, Box 26, Curwensville, PA 16833

Being the same premises which Kenneth F. Britton and Ethel J. Britton by their deed dated 9/13/1993 and recorded on 9/14/1993 in the Recorder of Deeds Office in Clearfield County, Pennsylvania in Deed Book Volume 1556, page 322 granted and conveyed unto Robert W. Bressler and Tammy J. Bressler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY HOME LOAN
SERVICES, INC., f/k/a ALTEGRA
CREDIT CORPORATION, assignee of
AMERICAN LOAN CENTERS

CIVIL DIVISION

NO. 2004-1848-CD

AMENDED AFFIDAVIT OF THE 3129

Plaintiff,

vs.

ROBERT W. BRESSLER and TAMMY J.
BRESSLER

Defendants.

Counsel of record for this
party:

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

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

(412) 281-1725

FILED
m/10/4487X NO CC
APR 01 2005 (G)
William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
vs. Plaintiff,)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

National City Home Loan Services, Inc., et al, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RR1, Box 26, Curwensville, PA 16833.

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

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Robert W. Bressler
Tammy J. Bressler

Address (Please indicate if this
cannot be reasonably ascertained)

RR1, Box 26
Curwensville, PA 16833

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

Name:

Same as No. 1 above.

Address (Please indicate if this
cannot be reasonably ascertained)

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

Name:

National City Bank

Address (Please indicate if this
cannot be reasonably ascertained)

150 Allegheny Center
Pgh, PA 15212

National City Home Loan Services

150 Allegheny Center
Pgh, PA 15212

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

Name

Address (Please indicate if this
cannot be reasonably ascertained)

Beneficial Consumer Discount Company

90 Beaver Dr
DuBois, PA 15801

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

Name

Address (Please indicate if this
cannot be reasonably ascertained)

None

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Name

Address (Please indicate if this
cannot be reasonably ascertained)

None

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:

Name

Address (Please indicate if this
cannot be reasonably ascertained)

Tax Collector of Curwensville Borough

c/o Dwane Test
PO Box 239, Naution Rd
Curwensville, PA 16833

Pike Twp Municipal Authority

PO Box 27
Curwensville, PA 16833

Curwensville Municipal Suthority

900 Susquehanna Ave
Curwensville, Pa 16833

Commonwealth of PA -DPW

P.O. Box 8016
Harrisburg, PA 17105

Clerk of Courts
Criminal/Civil Division

P.O. Box 549
Clearfield, PA 16830

Tax Claim Bureau of Clearfield County

230 East Market Street
Clearfield, PA 16830

Court of Common Pleas of
Clearfield County
Domestic Relations Division

P.O. Box 549
Clearfield, PA 16830

Bureau of Compliance
Attn: Susan Blough

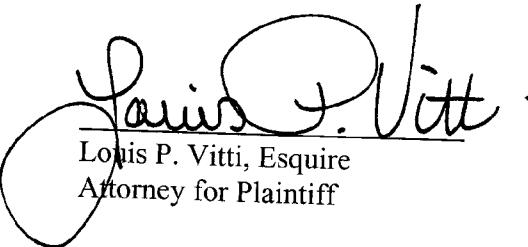
Clearance Support Section
Dept. #281230
Harrisburg, PA 17128-1230

Tenant/Occupant

RR 1, Box 26
Curwensville, PA 16833

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.

March 30, 2005
Date

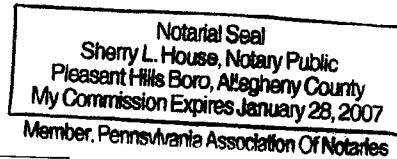

Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN TO and subscribed

before me this 30th day

of March , 2005.

Sherry House
Notary Public



IN THE COURT OF COMMON PLEAS OF *Clearfield*
~~MONROE~~ COUNTY, PENNSYLVANIA

NATIONAL CITY HOME LOAN
SERVICES, INC., f/k/a ALTEGRA CREDIT
COMPANY, assignee of AMERCIAN LOAN
CENTERS

CIVIL DIVISION

no. 04-1848-cd

Plaintiff,

AFFIDAVIT OF SERVICE

vs.

ROBERT BRESSLER and TAMMY
BRESSLER,

Defendant.

Filed on behalf of
Plaintiff

Counsel of record for this
party:

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

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

(412) 281-1725

ESW
FILED *No cc*
M 102801
APR 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT COMPANY, assignee of)
AMERCIAN LOAN CENTERS,)
Plaintiff,)
vs.)
ROBERT BRESSLER and TAMMY BRESSLER,)
Defendant.)

AMENDED AFFIDAVIT OF SERVICE

I, Helen Boyce, do hereby certify that a Notice of Sale has been served upon the Defendant by Clearfield County Sheriff on the 18th day of March, 2005, by Certificate of Mailing, for service in the above-captioned case on March 24 2005, advising them of the Sheriff's sale of the property at RR 1, Box 26, Curwensville, PA 16833 May 6, 2005.

LOUIS P. VITTI & ASSOCIATES, P.C.

BY


Helen Boyce

SWORN to and subscribed

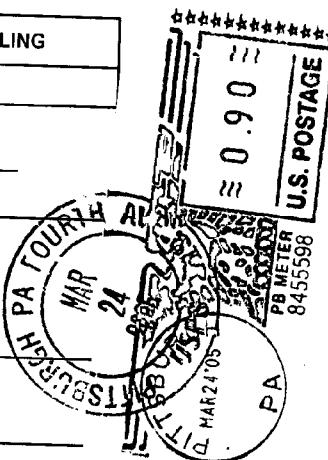
before me this 1st day

of April, 2005.


Notary Public
Notarial Seal
Sherry L. House, Notary Public
Pleasant Hills Boro, Allegheny County
My Commission Expires January 28, 2007
Mother Donor Banks Association of Notaries

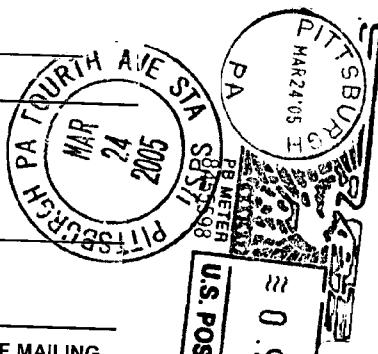
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Louis P. Vitti & Associates, P.C. 916 Fifth Avenue, Pittsburgh, PA 15219			
One piece of ordinary mail addressed to: Beneficial Consumer Discount Company 90 Beaver Drive Du Boise, PA 15801			

PS Form 3817, January 2001



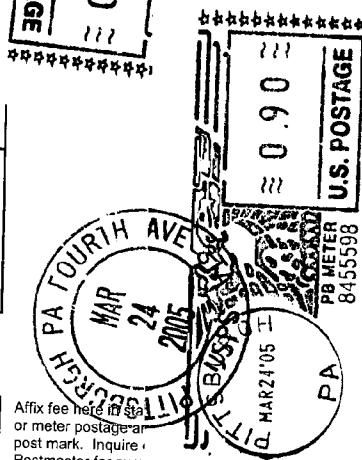
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Louis P. Vitti & Associates, P.C. 916 Fifth Avenue, Pittsburgh, PA 15219			
One piece of ordinary mail addressed to: Curwensville Municipal Authority 900 Susquehanna Ave Curwensville, PA 16833			

PS Form 3817, January 2001



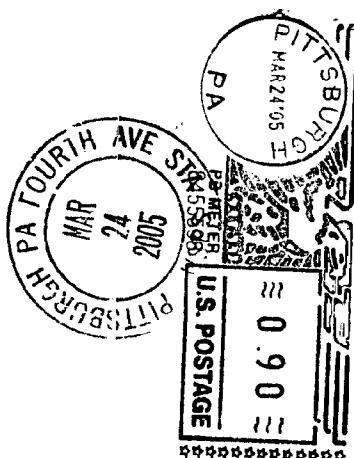
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Louis P. Vitti & Associates, P.C. 916 Fifth Avenue, Pittsburgh, PA 15219			
One piece of ordinary mail addressed to: Tax Collector of Curwensville Borough c/o Dwane Test PO Box 239, Naution Road Curwensville, PA 16833			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Louis P. Vitti & Associates, P.C. 916 Fifth Avenue, Pittsburgh, PA 15219			
One piece of ordinary mail addressed to: Pike Township Municipal Authority PO Box 27 Curwensville, PA 16833			

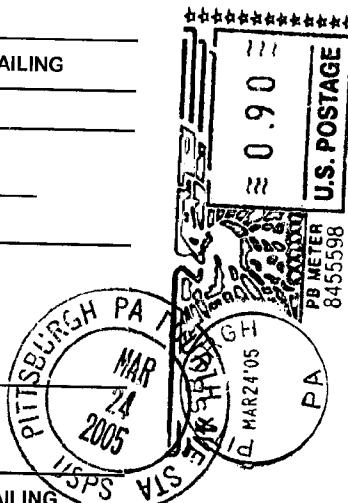
PS Form 3817, January 2001



N.B. Bressler. 5.6.05

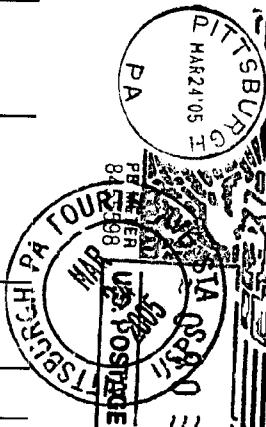
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Commonwealth of Pa-DPW PO Box 8016 Harrisburg, PA 17105			

PS Form 3817, January 2001



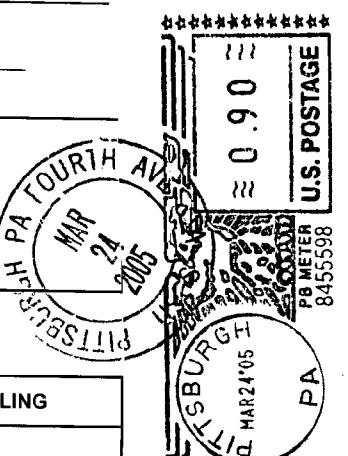
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Clark of Courts Criminal/Civil Division PO Box 549 Clearfield, PA 16830			

PS Form 3817, January 2001



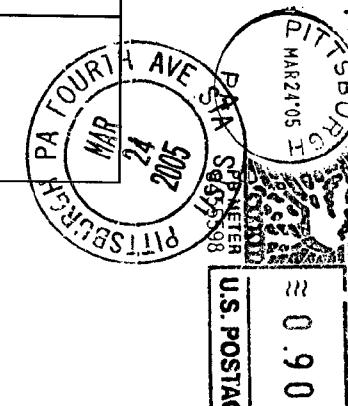
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
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Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Tax Claim Bureau of Clearfield County 230 East Market Street Clearfield, PA 16830			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Court of Common Pleas of Clearfield County Domestic Relations Division PO Box 549 Clearfield, PA 16830			

PS Form 3817, January 2001



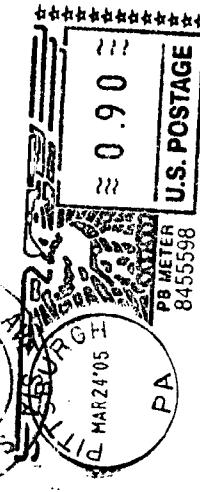
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Louis P. Vitti & Associates, P.C.
916 Fifth Avenue, Pittsburgh, PA 15219

One piece of ordinary mail addressed to:
 Bureau of Compliance
 Clearance Support Section
 Dept#281230
 Harrisburg, PA 17128
 Att: Susan Blough

PS Form 3817, January 2001



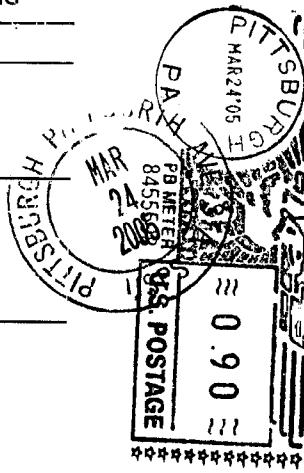
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
Louis P. Vitti & Associates, P.C.
916 Fifth Avenue, Pittsburgh, PA 15219

One piece of ordinary mail addressed to:
 Tenant/Occupant
 RR1, Box 26
 Curwensville, PA 16833

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE POSTMASTER

Received From:
Louis P. Vitti & Associates, P.C.
916 Fifth Avenue, Pittsburgh, PA 15219

One piece of ordinary mail addressed to:
nATIONAL cITY bANK
150 aLLEGHENY cENTER
PGH, pa 15212

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE POSTMASTER

Received From:
Louis P. Vitti & Associates, P.C.
916 Fifth Avenue, Pittsburgh, PA 15219

One piece of ordinary mail addressed to:
NATIONAL CITY HOME LOAN SERVICES
150 ALLEGHENY CENTER
PGH, PA 15212

PS Form 3817, January 2001



W. Bussler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20084
NO: 04-1848-CD

PLAINTIFF: NATIONAL CITY HOME LOAN SERVICES, INC. F/K/A ALTEGRA CREDIT CORPORATION, ASSIGNEE OF AMERICAN LOAN CENTERS

vs.

DEFENDANT: ROBERT W. BRESSLER AND TAMMY J. BRESSLER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/10/2005

LEVY TAKEN 03/18/2005 @ 3:15 PM

POSTED 03/18/2005 @ 10:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/23/2005

DATE DEED FILED **NOT SOLD**

FILED
012:5061
JUN 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

03/18/2005 @ 10:15 AM SERVED ROBERT W. BRESSLER

SERVED ROBERT W. BRESSLER, DEFENDANT, AT HIS RESIDENCE RR 1, BOX 26 A/K/A 306 PENNSYLVANIA AVE, CURWENSVILLE, CLEARFIELD COUNTY PENNSYLVANIA BY HANDING TO ROBERT W. BRESSLER

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.

03/18/2005 @ 10:15 AM SERVED TAMMY J. BRESSLER

SERVED TAMMY J. BRESSLER, DEFENDANT, AT HER RESIDENCE, RR1, BOX 26 A/K/A 306 PENNSYLVANIA AVE. CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT W. BRESSLER

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.

@ SERVED

NOW, MAY 2, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SALE. THE PLAINTIFF DOES NOT WANT TO PROCEED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20084

NO: 04-1848-CD

PLAINTIFF: NATIONAL CITY HOME LOAN SERVICES, INC. F/K/A ALTEGRA CREDIT CORPORATION, ASSIGNEE
OF AMERICAN LOAN CENTERS

vs.

DEFENDANT: ROBERT W. BRESSLER AND TAMMY J. BRESSLER

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$179.16

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
by Courtney Bitter-Deppeler
Chester A. Hawkins
Sheriff

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

National City Home Loan Services, Inc.,
f/k/a Altegra Credit Corporation, assignee of
American Loan Centers

Vs.

NO.: 2004-01848-CD

Robert W. Bressler and Tammy J. Bressler

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY HOME LOAN SERVICES, INC., f/k/a ALTEGRA CREDIT CORPORATION, assignee of AMERICAN LOAN CENTERS, Plaintiff(s) from ROBERT W. BRESSLER and TAMMY J. BRESSLER, Defendant(s):

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

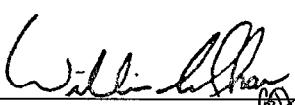
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$55,589.17
INTEREST: 12/06/04-Sale Date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 01/10/2005

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 10th day
of January A.D. 2005
At 3:30 A.M./P.M.

Charles A. Stawins
Sheriff by Cynthia Butler - Aughney

Requesting Party: Louis P. Vitti, Esq.
916 Fifth Ave.
Pittsburgh, PA 15219
(412) 281-1725

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

NATIONAL CITY HOME LOAN SERVICES, INC.,) NO. 2004-1848-CD
f/k/a ALTEGRA CREDIT CORPORATION, assignee of)
AMERICAN LOAN CENTERS,)
Plaintiff,)
vs.)
ROBERT W. BRESSLER and TAMMY J. BRESSLER,)
Defendants.)

LEGAL DESCRIPTION

All that certain lot or piece of land situate in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

Being part of a plot of lots, known as Eastvu, a plan of which is of record at the Recorder's Office in and for the County of Clearfield in Miscellaneous Book 9, page 74 and known at Lot No. 67; bounded on the North by Lot No 67; bounded on the North by Lot No. 66; on the East by a sixteen (16) foot alley; on the South by James Street; on the West by Pennsylvania Avenue. Being one hundred fifty (150) feet in front on Pennsylvania Avenue and one hundred fifty (150) feet in depth.

Parcel# 6.2-109-299-11

Having erected thereon a dwelling known as RR1, Box 26, Curwensville, PA 16833

Being the same premises which Kenneth F. Britton and Ethel J. Britton by their deed dated 9/13/1993 and recorded on 9/14/1993 in the Recorder of Deeds Office in Clearfield County, Pennsylvania in Deed Book Volume 1556, page 322 granted and conveyed unto Robert W. Bressler and Tammy J. Bressler

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ROBERT W. BRESSLER

NO. 04-1848-CD

NOW, June 23, 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 May 06, 2005, I exposed the within described real estate of Robert W. Bressler And Tammy J. Bressler to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	4.86
LEVY	15.00
MILEAGE	4.86
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	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$179.16

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	55,589.17
INTEREST @	0.00
FROM 12/17/2006 TO 05/06/2005	
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	
TOTAL DEBT AND INTEREST	\$55,629.17
COSTS:	
ADVERTISING	397.66
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	179.16
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$985.82

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

LOUIS P. VITTI & ASSOCIATES, P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

PHONE: (412) 281-1725 FAX: (412) 281-3810



FACSIMILE TRANSMITTAL

DATE: 5-2-05

ADDRESSEE:	Real Estate Dept
COMPANY:	Clearfield Sheriff
YOUR FAX NUMBER:	1-815-765-5915
FROM:	Helen

Number of Pages (including cover): 1

RE: National City Mortgage vs. Robert Bressler, et al No 04-18486

ADDITIONAL COMMENTS: Please stay the sale that was set for May 6, 05, our client does not want to proceed at this time. No money has been realized

Original Copy to follow by mail: Yes No

NOTE: If you have difficulty receiving this transmittal, please call (412) 281-1725. Thank you.

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