

05-375-CD  
Washington Mutual vs. McCartney

Wash. Mut. et al v. Carole McCartney et  
2005-375-CD

SHAPIRO & KREISMAN, LLC  
BY: DAVID FEIN, ESQ., JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 82628, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169  
PLAINTIFF

VS.

Carole A. McCartney and  
Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

**COMPLAINT - CIVIL ACTION**  
**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 ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.**

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

**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.**

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**FILED** 3cc  
m/11/05/BA Sheriff  
MAR 17 2005 Adg pd.85.00  
William A. Shaw  
Prothonotary/Clerk of Courts

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## **NOTICIA**

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.**

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

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Washington Mutual Bank, FA successor to  
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COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

VS.

Carole A. McCartney and  
Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858  
DEFENDANTS

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Washington Mutual Bank, FA successor to North American Mortgage  
Company, the address of which is, P.O. Box 1169, Milwaukee, WI 53201-1169, brings this  
action of mortgage foreclosure upon the following cause of action:

1. Parties to Mortgage:  
Mortgagee: North American Mortgage Company  
Mortgagor(s): Charles T. McCartney and Carole A. McCartney
- (b) Date of Mortgage: October 5, 2001
- (c) Place and Date of Record of Mortgage:  
Recorder of Deeds  
Clearfield County  
Mortgage Instr.#: 200116413  
Date: October 12, 2001

The Mortgage is a matter of public record and is incorporated herein as provided  
by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached  
hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments: None.

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 390 A Coulter Lane, Morrisdale, PA 16858 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Carole A. McCartney, 207 Coulter Lane, Morrisdale, PA 16858; Charles T. McCartney, 207 Coulter Lane, Morrisdale, PA 16858
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of November 1, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of March 16, 2005:

Principal of Mortgage debt due and unpaid	\$73,982.57
Interest currently due and owing at 8% per annum calculated from October 1, 2004 at \$16.21 each day	\$2,707.07
Late Charge of \$27.89 per month assessed on the 16th of each month from November 16, 2004 to March 16, 2005, (5 Months)	\$139.45
Escrow Advances made by Plaintiff	\$299.68
Accrued Late Charges	\$27.84
Property Inspection	\$8.90
Mortgage Insurance Premium	\$73.43
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$78,988.94</b>

8. Interest accrues at a per diem rate of 16.21 each day after March 16, 2005 that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
9. The attorneys' 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

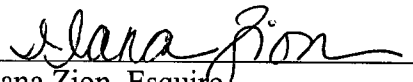
sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.

10. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 3-16-05

BY:   
Ilana Zion, Esquire  
Attorney for Plaintiff

S & K File No. 05-23892

MSG

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200116413  
RECORDED ON  
OCT 12, 2001  
1:45:39 PM  
Total Pages: 17

RECORDING FEES - \$39.00  
REORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
REORDER \$1.00  
IMPROVEMENT FUND  
STATE WRIIT TAX \$0.56  
TOTAL \$41.56  
CUSTOMER  
FIDELITY CLOSING SERVICES  
INC

PLEASE RETURN TO:

Prepared By:  
JENNIFER L. MARSHALL

FIDELITY CLOSING SERVICE LLC  
1500 SOUTH ATHERTON STREET  
STATE COLLEGE PA 16801

Parcel Number: 115-007-000-00161

(Space Above This Line For Recording Data)

ZPA1  
H9D

**MORTGAGE**

48555323-853

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 06, 2001 together with all Riders to this document.

(B) "Borrower" is CHARLES T. MCCARTNEY AND, CAROLE A. MCCARTNEY

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is NORTH AMERICAN MORTGAGE COMPANY

Lender is a CORPORATION  
organized and existing under the laws of DELAWARE

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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INITIALS

VMP MORTGAGE FORMS - (800) 351-7251

**EXHIBIT****"A"**



**Exhibit A**

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin (existing) said pin being on the north right-of-way line of 20 foot right-of-way, and said pin being a corner of the Foster M and John W. Coulter land; thence along the Foster M. Coulter and John W. Coulter land and the Douglas W. and Shannon M. Maines land, N 6° 17' E, 347.01 feet to an iron pin (existing), said pin being a corner of the Douglas W. and Shannon M. Maines land, and said pin being on the line of the David R. and Deborah K. Schoening land; thence along the David R. and Deborah K. Schoening land, S 82° 39' E 483.12 feet to an iron pin (existing), said pin being a corner of the David R. and Deborah K. Schoening land and said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler Land; thence along the Shirley J. Harvey and Deborah K. Hubler land S 2° 54' W, 341.25 feet to an iron pin (existing), said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler land and said pin being a corner of a 20 foot right-of-way; thence along the north right-of-way line of a 20 foot right-of-way the following courses and distances: N 83° 49' 20.00 feet to an iron pin (existing); thence N 83° 24' W 483.18 feet to an iron pin, the place of beginning. Containing 3.8917 acres, more or less, situate on Graham Township, Clearfield County, Pennsylvania.

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

PARCEL IDENTIFICATION NUMBER 116-Q07-161.

BEING the same premises which became vested in the Mortgagor(s) herein by deed of Deborah K. Hubler dated October 5, 2001 and recorded contemporaneously herewith in the Office of the Recorder of Deed in and for Clearfield County. #200116412

Lender's address is 3983 AIRWAY DRIVE, SANTA ROSA, CA 95403

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 05, 2001 .

The Note states that Borrower owes Lender SEVENTY SIX THOUSAND AND 00/100

Dollars

(U.S. \$ 76,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2031

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, nonappealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

COUNTY

of CLEARFIELD

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT  
AND IS MADE A PART HEREOF.

380A COULTER LANE  
MORRISDALE  
("Property Address"):

which currently has the address of

[City], Pennsylvania 16858 [Street]  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be

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applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) consents the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of

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the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the

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date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property. Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate.

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from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any

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other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the

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Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security

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Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums

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which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

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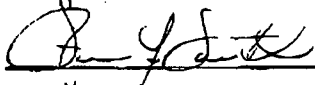
25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

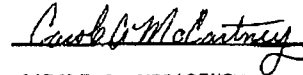
27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

  
"as to both"

 (Seal)  
-Borrower  
CHARLES T. MCCARTNEY

 (Seal)  
-Borrower  
CAROLE A. MCCARTNEY

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(Seal)  
-Borrower

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-Borrower

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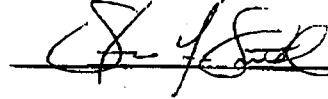
Page 15 of 16

Form 3033 1/01

## Certificate of Residence

I, Steven F. Smith, do hereby certify that the correct  
address of the within-named Mortgagee is 3993 AIRWAY DRIVE, SANTA ROSA, CA  
95403

Witness my hand this 5th day of October, 2001



Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CENTRE County ss:

On this, the 5th day of October, 2001, before me, the undersigned  
officer, personally appeared CHARLES T. MCCARTNEY, CAROLE A. MCCARTNEY

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged that he/she/they executed the same for the purposes herein  
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:



Title of Officer

NOTARIAL SEAL  
STEVEN F. SMITH, NOTARY PUBLIC  
WALKER TWP., COUNTY OF CENTRE  
MY COMMISSION EXPIRES AUGUST 4, 2005


 - CPA (2000)

Page 10 of 10

Initials: CTM  
CAW

Form 3039 1/01



Washington Mutual  
P.O. Box 44118  
Jacksonville, FL 32231-4118

8424106022

January 20, 2005

#BWNCLNN#  
#0984249106902292#

010977 /PA

CHARLES T MCCARTNEY  
207 COULTER LN  
MORRISDALE PA 16858

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 # 8424106022

## 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.

PA ACT 91

EXHIBIT "B"

HOMEOWNER'S NAME(S): Charles T. McCartney  
PROPERTY ADDRESS: 390 A. Coulter Ln  
Morrisdale PA 16858  
LOAN ACCT. NUMBER: 8424106022  
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.)

**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:390 A. Coulter Ln  
Morrisdale PA 16858**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:	11/01/2004	\$784.35
	12/01/2004	\$784.35
	01/01/2005	\$784.35

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

Uncollected Late Charges	\$111.52
Uncollected Fees:	\$0.00
Corporate advances	\$0.00
Less Credits	\$0.00
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$2464.57</b>

**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 \$2464.57, 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.  
9601 McAllister Frwy.  
San Antonio, TX 78216-4681

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:	P.O. Box 44118 Jacksonville, FL 32231-4118
Phone Number:	866-926-8937
Fax Number:	818-775-2010
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**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
P.O. Box 44118  
Jacksonville, FL 32231-4118

8424106022

January 20, 2005

#BVVNCLNN#  
#0984249106902292#

010978 /PA

CAROLE A MCCARTNEY  
207 COULTER LN  
MORRISDALE PA 16858

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*PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED*

### NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 8424106022

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

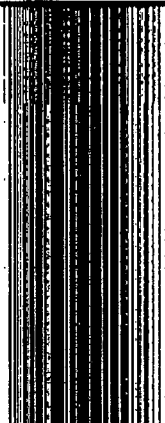
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PA ACT 91



HOMEOWNER'S NAME(S): Carole A. McCartney  
PROPERTY ADDRESS: 390 A. Coulter Ln  
Morrisdale PA 16858  
LOAN ACCT. NUMBER: 8424106022  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

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Uncollected Late Charges	\$111.52
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Washington Mutual  
P.O. Box 44118  
Jacksonville, FL 32231-4118

8424106022

January 20, 2005

#BWNCLNN#  
#0984249106902292#

010979 /PA

CHARLES T MCCARTNEY  
390 A COULTER LN  
MORRISDALE PA 16858

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RE: ACCOUNT # 8424106022

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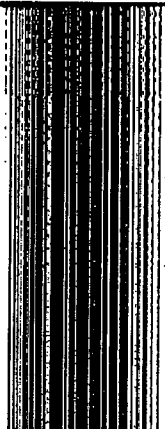
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PA ACT 91



HOMEOWNER'S NAME(S): Charles T. McCartney  
PROPERTY ADDRESS: 390 A. Coulter Ln  
Morrisdale PA 16858  
LOAN ACCT. NUMBER: 8424106022  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Home Loans, Inc.

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- 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.)**

**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:390 A. Coulter Ln  
Morrisdale PA 16858**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:	11/01/2004	\$784.35
	12/01/2004	\$784.35
	01/01/2005	\$784.35

Other charges (explain/itemize):

Uncollected Late Charges	\$111.52
Uncollected Fees:	\$0.00
Corporate advances	\$0.00
Less Credits	\$0.00

**TOTAL AMOUNT PAST DUE:****\$2464.57****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 \$2464.57, 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.  
9601 McAllister Frwy.  
San Antonio, TX 78216-4681

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:	P.O. Box 44118 Jacksonville, FL 32231-4118
Phone Number:	866-926-8937
Fax Number:	818-775-2010
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**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
P.O. Box 44118  
Jacksonville, FL 32231-4118

8424106022

January 20, 2005

#BWNCLNN#  
#0984249106902292#

010980 /PA

CAROLE A MCCARTNEY  
390 A COULTER LN  
MORRISDALE PA 16858

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 # 8424106022

**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.

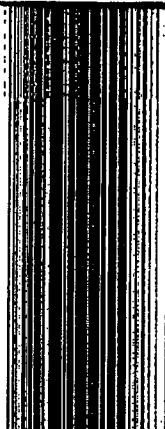
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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.

PA ACT 91



HOMEOWNER'S NAME(S): Carole A. McCartney  
PROPERTY ADDRESS: 390 A. Coulter Ln  
Morrisdale PA 16858  
LOAN ACCT. NUMBER: 8424106022  
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.

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**TOTAL AMOUNT PAST DUE:****\$2464.57****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 \$2464.57, 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.  
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San Antonio, TX 78216-4681

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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

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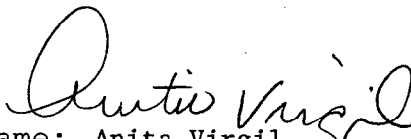


VERIFICATION

The undersigned, an officer of the Corporation which is the Plaintiff in the foregoing Complaint or an officer of the Corporation which is the servicing agent of Plaintiff, and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 PA.C.S. §4904 RELATING TO UNSWORN FALSIFICATIONS TO AUTHORITIES.

Date: 3-16-05

  
Name: Anita Virgil  
Title: Att Asst Secretary  
Company Washington Mutual Bank, FA *et al*

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

VS.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

**CERTIFICATION OF NOTICE TO LIENHOLDERS**  
**PURSUANT TO PA R.C.P 3129.2 (C) (2)**

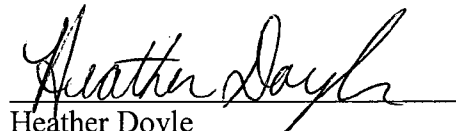
I, Heather Doyle, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Washington Mutual Bank, FA successor to North American Mortgage Company, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on April 4, 2006, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

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

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:

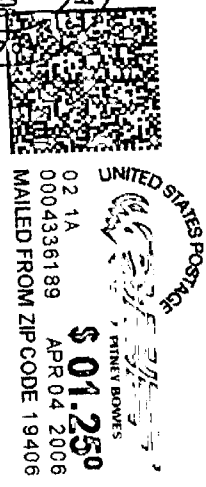
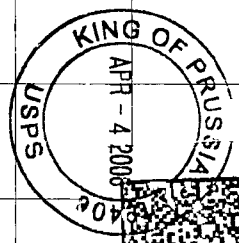
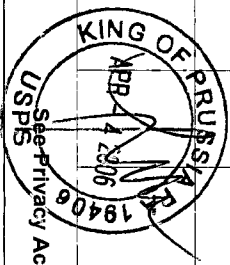
  
Heather Doyle  
Legal Assistant

05-23892

**FILED** <sup>NO</sup> <sub>cc</sub>  
m/1255/60  
**APR 19 2006** <sup>S</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

Name and Address of Sender		Check type of mail or service:				Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)						
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.	14400 Brentwood 3510 A Butler Brentwood TN 37028											
2.	05-238892 3510 A Butler Brentwood TN 37028											
3.	Chesterfield Co Don Rei 2380 E Market St Chesterfield TN 37620											
4.												
5.	Jeremy McElhenny 3900 A Center Nashville TN 37208											
6.												
7.	Professional Dressmaker 3510 A Butler Brentwood TN 37028											
8.	St. Luke College 16801											
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)								
4												



Delivery Confirmation  
Signature Confirmation  
Special Handling  
Restricted Delivery  
Return Receipt

FILED

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See *Domestic Mail Manual* R800, S913, and S921 for limitations of coverage on insured and CDD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to Standard Mail and Parcel Services parcels.

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

DOCKET # 100315  
NO: 05-375-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK

vs.

DEFENDANT: CAROLE A. MCCARTNEY and CHARLES T. MCCARTNEY

**SHERIFF RETURN**

NOW, April 05, 2005 AT 8:51 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CAROLE A. MCCARTNEY DEFENDANT AT 708 DECATUR ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CAROLE A. MCCARTNEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

**FILED**  
*013:2601*  
**APR 29 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 100315  
NO: 05-375-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK

vs.

DEFENDANT: CAROLE A. MCCARTNEY and CHARLES T. MCCARTNEY

**SHERIFF RETURN**

---

NOW, March 30, 2005 AT 9:09 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHARLES T. MCCARTNEY DEFENDANT AT 207 COULTER LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEREMY MCCARTNEY, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

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

DOCKET # 100315  
NO: 05-375-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK

vs.

DEFENDANT: CAROLE A. MCCARTNEY and CHARLES T. MCCARTNEY

**SHERIFF RETURN**

---

NOW, March 30, 2005 AT 9:09 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS DEFENDANT AT 207 COULTER LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEREMY MCCARTNEY, SON OF CHARLES T. MCCARTNEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100315  
NO: 05-375-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK  
vs.  
DEFENDANT: CAROLE A. MCCARTNEY and CHARLES T. MCCARTNEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	149300	30.00
SHERIFF HAWKINS	SHAPIRO	149300	70.00
SHERIFF HAWKINS	<i>atty</i>	151186	6.98

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hahn*

Chester A. Hawkins  
Sheriff



Washington Mutual Bank, FA successor to  
North American Mortgage Company  
Plaintiff

vs.

Carole A. McCartney and Charles T.  
McCartney  
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

No. 05-375-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due  
Interest from May 17, 2005 to


\$80,033.53

(Costs to be added)

\$ \_\_\_\_\_

Prothonotary costs

125.00

  
\_\_\_\_\_  
Joseph Rejent, Esquire, Attorney for Plaintiff

FILED

m) 3:28 PM  
JUN 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

1009 low nts  
w/ deser. to Shff  
Any pd. 20.00  
(60)

No: 05-375-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEAFIELD COUNTY

---

Washington Mutual Bank, FA successor to North  
American Mortgage Company, Plaintiff

VS

Carole A. McCartney, Defendant  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney, Defendant  
207 Coulter Lane  
Morrisdale, PA 16858

William A. Shaw  
Prothonotary/Clerk of Courts

JUN 01 2005

FILED

PRAECIPE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}

Filed:



Joseph Rejent, Esquire  
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Washington Mutual Bank, FA successor to North American Mortgage Company, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 390 A Coulter Lane, Morrisdale, PA 16858.

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

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

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

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

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

Washington Mutual Bank, FA successor to North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169

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

Washington Mutual Bank, FA successor to North American Mortgage Company,  
P.O. Box 1169  
Milwaukee, WI 53201-1169

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of PA  
1995 South Atherton Street  
State College, PA 16801

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

NONE

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

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830

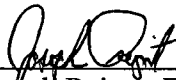
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

TENANT OR OCCUPANT  
390 A Coulter Lane  
Morrisdale, PA 16858

Jeremy McCartney  
390 A Coulter Lane  
Morrisdale, PA 16858

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.

SHAPIRO & KREISMAN, LLC

BY:   
\_\_\_\_\_  
Joseph Rejent, Esquire

05-23892

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Washington Mutual Bank, FA successor to North  
American Mortgage Company  
PLAINTIFF

VS.

Carole A. McCartney and Charles T. McCartney  
DEFENDANT(S)

SS

No: 05-375-CD

COPY

WRIT OF EXECUTION:  
MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

390 A Coulter Lane, Morrisdale, PA 16858  
See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due \$80,033.53

Interest from May 17, 2005 to

\_\_\_\_\_

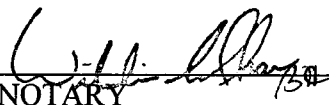
\$ \_\_\_\_\_

Costs to be added

Prothonotary costs

125.00

Seal of Court

  
PROTHONOTARY

Date: 6/1/05

\_\_\_\_\_  
Deputy Prothonotary

**No: 05-375-CD**

Washington Mutual Bank, FA successor to North  
American Mortgage Company

vs.

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

  
\_\_\_\_\_  
Joseph Rejent, Esquire

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

Joseph Rejent, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin (existing) said pin being on the North right-of-way line of 20 foot right-of-way, and said pin being a corner of the Foster M. and John W. Coulter land; thence along the Foster M. Coulter and John W. Coulter land the Douglas W. and Shannon M. Maines land, North 6 degrees 17 minutes East, 347.01 feet to an iron pin (existing), said pin being a corner of the Douglas W. and Shannon M. Maines land, and said pin being on the line of the David R. and Deborah K. Schoening land; thence along the David R. and Deborah K. Schoening land, South 82 degrees 39 minutes East 483.12 feet to an iron pin (existing), said pin being a corner of the David R. and Deborah K. Schoening land and said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler Land; thence along the Shirley J. Harvey and Deborah K. Hubler land South 2 degrees 54 minutes West, 341.25 feet to an iron pin (existing), said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler land and said pin being a corner of a 20 foot right-of-way; thence along the North right-of-way line of a 20 foot right-of-way the following courses and distances; North 83 degrees 49 minutes 20.00 feet to an iron pin (existing); thence North 83 degrees 24 minutes West 483.18 feet to an iron pin, the place of beginning. Containing 3.8917 acres, more or less, situate on Graham Township, Clearfield County, Pennsylvania.

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

PARCEL IDENTIFICATION NUMBER 116-Q07-161.

BEING the same premises which Deborah K. Hubler, a single individual, by Deed dated October 5, 2001 and recorded in the Clearfield County Recorder of Deeds Office on October 12, 2001 in Document ID Number 200116412, granted and conveyed unto Charles T. McCartney and Carole A. McCartney, husband and wife.



SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney

DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-375-CD

**FILED** *Atty pd.*  
*m/3:11/05* *20.00*  
**JUN 01 2005** *Notice to*  
*Defts.*  
William A. Shaw *Statement*  
Prothonotary/Clerk of Courts *to Atty*  
*@*

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER**  
**AND ASSESSMENT OF DAMAGES**

Enter Judgment IN REM in the amount of \$80,033.53 in favor of the Plaintiff and against

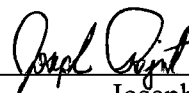
the defendants, jointly and severally, for failure to file an answer to Plaintiff's Complaint in

Mortgage Foreclosure within 20 days from service thereof and assess Plaintiff's damages as

follows and calculated as stated in the Complaint:

Principal of mortgage debt due and unpaid	\$73,982.57
Interest at 8% from October 1, 2004 to May 16, 2005 (228 days @ \$16.21 per diem)	\$3,695.88
Late charges (for certain months prior to default and every month after at a rate of \$27.89 per month)	\$223.07
Escrow Advance (As stated in Complaint)	\$299.68
Property Inspections	\$8.90
Mortgage Insurance Premium	\$73.43
Title Search Report Fees	\$250.00
Attorneys Fees (As stated in Complaint)	\$1,500.00
<b>TOTAL AMOUNT DUE</b>	<b>\$80,033.53</b>

BY: \_\_\_\_\_



Joseph Rejent, Esquire  
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s) and damages are assessed as above in the sum of \$80,033.53.



Pro. Prothy.

05-23892

SHAPIRO & KREISMAN, LLC  
BY: DAVID FEIN, ESQ., JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 82628, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

VS.

Carole A. McCartney and  
Charles T. McCartney  
DEFENDANTS

STATE OF: Wisconsin

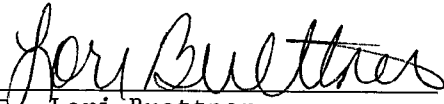
COUNTY OF: Milwaukee

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants' last known address is as set forth in the caption and they are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

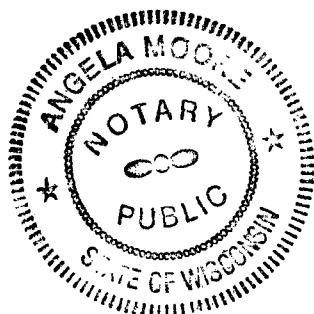
Washington Mutual Bank, FA successor to North American Mortgage Company

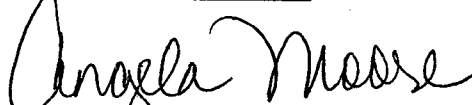
By:

  
NAME: Lori Buettner  
TITLE: Att. Asst. Secretary

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

05-23892



  
Angela Moore 02-03-08

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

VS.

Carole A. McCartney  
and  
Charles T. McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

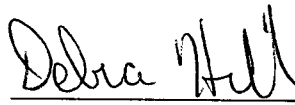
NO: 05-375-CD

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praecipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praecipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, April 27, 2005 to the following Defendants:

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

  
Debra Hillman, Legal Assistant  
to Joseph Rejent, Esquire for  
Shapiro & Kreisman, LLC

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

VS.

Carole A. McCartney  
and  
Charles T. McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

TO: Charles T. McCartney  
DATE OF NOTICE: April 27, 2005

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 a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED  
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir assitencia legal:


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Clearfield, PA 16830

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### PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

  
\_\_\_\_\_  
Joseph Rejent, Esquire  
Shapiro & Kreisman, LLC  
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

VS.

Carole A. McCartney  
and  
Charles T. McCartney  
DEFENDANTS

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

TO: Carole A. McCartney  
DATE OF NOTICE: April 27, 2005

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Clearfield, PA 16830

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PURPOSE.**

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230 East Market Street  
Clearfield, PA 16830

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Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

  
\_\_\_\_\_  
Joseph Rejent, Esquire  
Shapiro & Kreisman, LLC  
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-375-CD

**CERTIFICATE OF SERVICE**

I, Joseph Rejent, Esquire, Attorney for the Plaintiff, hereby certify that I have served by  
first class mail, postage prepaid, true and correct copies of the attached papers upon the  
following person(s) or their attorney of record:


Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

Date mailed: 5/31/02

SHAPIRO & KREISMAN, LLC

BY:

  
\_\_\_\_\_  
Joseph Rejent, Esquire  
Attorney for Plaintiff

05-23892



SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
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Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-375-CD

**CERTIFICATION OF ADDRESS**

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

Washington Mutual Bank, FA successor to North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169


and that the last known address(es) of the judgment debtor (Defendant(s)) is:

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

SHAPIRO & KREISMAN, LLC

BY:

  
\_\_\_\_\_  
Joseph Rejent, Esquire  
Attorney for Plaintiff

05-23892

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

COPY

PROTHONOTARY'S OFFICE  
Prothonotary

TO: Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney  
and  
Charles T. McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-375-CD

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

PROTHONOTARY'S OFFICE  
Prothonotary

☒ Judgment by Default

☐ Judgment for Possession

☐ Judgment on Award of Arbitration

☐ Judgment on Verdict

☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY JOSEPH REJENT, ESQUIRE AT (610) 278-6800.

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

COPY

PROTHONOTARY'S OFFICE  
Prothonotary

TO: Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney  
and  
Charles T. McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-375-CD

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PROTHONOTARY'S OFFICE  
Prothonotary

- ☒ Judgment by Default
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY JOSEPH REJENT, ESQUIRE AT (610) 278-6800.

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

0002

Washington Mutual Bank, FA  
North American Mortgage Company  
Plaintiff(s)

No.: 2005-00375-CD

Real Debt: \$80,033.53

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Carole A. McCartney  
Charles T. McCartney  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 1, 2005

Expires: June 1, 2010

Certified from the record this 1st day of June, 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

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
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PLAINTIFF

VS.

Carole A. McCartney  
and  
Charles T. McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

**CERTIFICATION OF NOTICE TO LIENHOLDERS**  
**PURSUANT TO PA R.C.P 3129.2 (C) (2)**

I, Laura King, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Washington Mutual Bank, FA successor to North American Mortgage Company, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on August 25, 2005, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

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

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:

  
\_\_\_\_\_  
Laura King  
Legal Assistant

05-23892

**FILED**  
m/11/13/05  
AUG 31 2005  
SM

William A. Shaw  
Prothonotary/Clerk of Courts

**SHAPIRO & KREISMAN, LLC**  
 2320 RENAISSANCE BLVD, STE 150  
 KING OF PRUSSIA, PA 19406

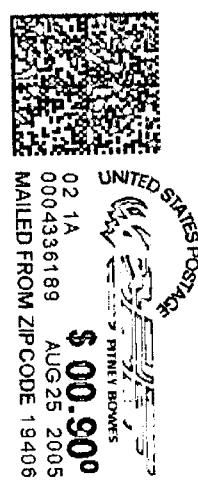
Name and Address of Sender

Check type of mail:  
☐ Express ☐ Return Receipt (RM) for Merchandise  
☐ Registered ☐ Certified  
☐ Insured ☐ Int'l Rec. Del.  
☐ COD ☐ Del. Confirmation (DC)

If Registered Mail, check below:  
☐ Insured  
☐ Not Insured  
 Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.  
 Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	05,23592	Beneficial Consumer Discount Co. 1161a Beneficial Heritage Company of PA P95 South Atherton St. State College, PA 16801													
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
Total Number of Pieces Listed by Sender		1	Total Number of Pieces Received at Post Office		1	Postmaster, Per (Name of receiving employee)		Anderson							

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (S) parcels.



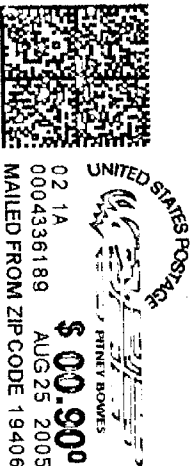
# SHAPIRO & KREISMAN, LLC

Name and Address of Sender  
 2520 RENAISSANCE BLVD, STE 150  
 KING OF PRUSSIA, PA 19406

Check type of mail:  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD  
☐ Return Receipt (RR) for Merchandise  
☐ Certified  
☐ Int'l Rec. Del.  
☐ Del. Confirmation (DC)

If Registered Mail, check below:  
☐ Insured  
☐ Not Insured  
 Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.  
 Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	05-23892	Blackfield Country Inn													
2		Delaware													
3		230 East Market St.													
4		Blackfield PA 16830													
5															
6		Jeremy Helberthel													
7		390 A Coulter Lane													
8		Marisdale PA 16858													
9															
10		Water Creek													
11		390 A Coulter Lane													
12		Marisdale PA 16858													
13															
14															
15															
Total Number of Pieces Listed by Sender		3	Total Number of Pieces Received at Post Office		3	Postmaster, Per (Name of receiving employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.							



SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169  
PLAINTIFF

vs.

Carole A. McCartney  
and  
Charles T. McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO.:05-375-CD

FILED

JAN 30 2006

6/4/06 (C)  
William A. Shaw (GK)  
Prothonotary/Clerk of Courts  
1 CENT TO ATT

ORDER

AND NOW this 27 day of Jan., 2006, in consideration of Plaintiff's Motion to Reform the Mortgage, it is hereby ordered and decreed that Plaintiff's Motion is Granted and the Mortgage dated October 5, 2001 and recorded on October 12, 2001 in the Recorder of Deeds Office of CLEARFIELD County, Pennsylvania, in Instrument No. 200116413, shall be reformed to substitute the following legal description:

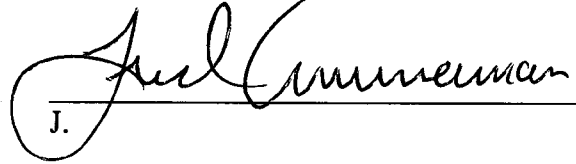
ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an axle corner on line of lot No. 1 (Deborah K. Hubler) of which this was a part and on the Northern right of way of an existing 20 foot right of way; Thence along the Eastern line of (Lot No. 1) N 6 degrees 17' 00" E a distance of 344.64 feet to an axle corner on line of lands of David R. and Deborah K. Schoening; Thence along line of lands of David R. and Deborah K. Schoening S 82 degrees 39' 00" E, a distance of 309.77 feet to an existing iron pipe corner on lands of Debroah K. Hubler and Shirley J. Harvey; Thence along line of lands of Deborah K. Hubler and Shirley J. Harvey, S 2 degrees 47' 45" W a distance 341.18 feet to an iron pin corner on the North side of an existing 20 foot right of way; Thence these (2) following courses and distances along the Northern right of way of an existing 20 foot right of way; N 83 degrees 49' 00" W a distance of 20 feet to an iron pin corner; thence still by same N 83 degrees 24' 00' W a distance of 310.47 feet to an axle corner the place of beginning. Containing 2.5171 acres. Situate in Graham Township, Clearfield County, Pennsylvania. Being a portion of same by deed of Shirley J. Harvey and Deborah K. Hubler dated January 2, 1996 and recorded in Clearfield County in Deed Book 1797, Page 396.



BEING the same premises which Deborah K. Hubler, a single individual, by Deed dated October 5, 2001 and recorded in the Clearfield County Recorder of Deeds Office on October 12, 2001 in Instrument No. 200116412, granted and conveyed unto Charles T. McCartney and Carole A. McCartney, husband and wife.

A copy of this Order may be recorded in the Office of the Recorder of Deeds.

  
J.

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-23418

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO.:05-375-CD

FILED  
JAN 25 2006  
12:50 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
L. L. L. to Affr

**PLAINTIFF'S MOTION TO REFORM MORTGAGE**

1. On October 5, 2001, Defendants, Carole A. McCartney and Charles T. McCartney ("Defendant"), gave to North American Mortgage Company ("Mortgagee") a mortgage ("Mortgage") which was recorded on October 21, 2001 in the Clearfield County Recorder of Deeds Office in Instrument No. 200116413. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A."

2. Defendant gave the Mortgage in consideration of a loan made to them by North American Mortgage Company in the amount of \$76,000.00. By executing the Mortgage, Defendants intended to convey a security interest in the premises noted therein.

3. The real Property subject to the Mortgage is known as 390 A Coulter Lane, Morrisdale, PA 16858 (hereinafter referred to as the "Property").

4. North American Mortgage Company has been part of a corporate merger with Washington Mutual Bank, FA, the named Plaintiff in the above-entitled action.

5. On March 17, 2005, Plaintiff commenced this mortgage foreclosure action by virtue of Defendants defaulting on their obligations under the terms of the Mortgage.

6. Upon review of the loan documents, Plaintiff's counsel discovered that a clerical error was made in that the incorrect legal description of the Property was attached to the Mortgage documents at the time the Mortgage was recorded.

7. It is believed and therefore averred that the individual(s) who prepared the original mortgage to the property included the incomplete and, therefore, incorrect legal description in the mortgage. A true and correct copy of the original deed with the correct legal description, which does not match the incorrect legal description of the mortgage, is attached hereto as Exhibit "B". The aforesaid original deed was recorded in the Clearfield County Recorder of Deeds Office in Instrument No. 200116412 on October 12, 2001. The real property subject to the Deed is known as 390 A Coulter Lane, Morrisdale, PA 16858.

8. Accordingly, the correct legal description of the property is as follows:

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an axle corner on line of lot No. 1 (Deborah K. Hubler) of which this was a part and on the Northern right of way of an existing 20 foot right of way; Thence along the Eastern line of (Lot No. 1) N 6 degrees 17' 00" E a distance of 344.64 feet to an axle corner on line of lands of David R. and Deborah K. Schoening; Thence along line of lands of David R. and Deborah K. Schoening S 82 degrees 39' 00" E, a distance of 309.77 feet to an existing iron pipe corner on lands of Deborah K. Hubler and Shirley J. Harvey; Thence along line of lands of Deborah K. Hubler and Shirley J. Harvey, S 2 degrees 47' 45" W a distance 341.18 feet to an iron pin corner on the North side of an existing 20 foot right of way; Thence these (2) following courses and distances along the Northern right of way of an existing 20 foot right of way; N 83 degrees 49' 00" W a distance of 20 feet to an iron pin corner; thence still by same N 83 degrees 24' 00" W a distance of 310.47 feet to an axle corner the place of beginning. Containing 2.5171 acres. Situate in Graham Township, Clearfield County, Pennsylvania. Being a portion of same by deed of Shirley J. Harvey and Deborah K. Hubler dated January 2, 1996 and recorded in Clearfield County in Deed Book 1797, Page 396.

BEING the same premises which Deborah K. Hubler, a single individual, by Deed dated October 5, 2001 and recorded in the Clearfield County Recorder of Deeds Office on October 12, 2001 in Instrument No. 200116412, granted and conveyed unto Charles T. McCartney and Carole A. McCartney, husband and wife.

9. It is believed and therefore averred that the discrepancy in the legal descriptions in the mortgage and Deed was the result of a clerical mistake by the individuals(s) who prepared the aforesaid documents as well as by the Defendants and the Plaintiff in not recognizing the discrepancy at the time said documents were presented for execution and recording.


10. Said mutual mistake is grounds for the reformation of said Mortgage to add the correct legal description of the Property.

11. Plaintiff may be severely prejudiced if this motion is not granted. Defendants would be unjustly enriched if the Mortgage is not reformed as they clearly intended to convey a security interest in the Property as correctly described in the Deed and referred to in paragraph eight herein.

12. Accordingly, Plaintiff requests that the Court enter an Order reforming the Mortgage to include the correct legal description.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order reforming the Mortgage to add the correct legal description as more specifically described in paragraph eight of this Motion.

Respectfully submitted,  
SHAPIRO & KREISMAN, LLC

BY:   
Joseph Rejent, Esquire  
Attorney for Plaintiff

Date:



MTG

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200116413

RECORDED ON  
Oct 12, 2001  
1:45:39 PM

Total Pages: 17

RECORDING FEES - \$39.00  
REORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
REORDER \$1.00  
IMPROVEMENT FUND  
STATE WRTT TAX \$0.56  
TOTAL \$41.56

CUSTOMER  
FIDELITY CLOSING SERVICES  
INC

PLEASE RETURN TO:

Prepared By:  
JENNIFER L. MARSHALL

FIDELITY CLOSING SERVICE LLC  
1500 SOUTH ATHERTON STREET  
STATE COLLEGE PA 16801

Parcel Number: 116-007-000-00161

(Space Above This Line For Recording Data)

ZPA1  
H9D

**MORTGAGE**

4855623-853

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 05, 2001 together with all Riders to this document.

(B) "Borrower" is CHARLES T. MCCARTNEY AND, CAROLE A. MCCARTNEY

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is NORTH AMERICAN MORTGAGE COMPANY

Lender is a CORPORATION  
organized and existing under the laws of DELAWARE

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3028 1/01  
Page 1 of 18  
VMP MORTGAGE FORMS - (800) 551-7731



EXHIBIT 'A'

**Exhibit A**

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin (existing) said pin being on the north right-of-way line of 20 foot right-of-way, and said pin being a corner of the Foster M and John W. Coulter land; thence along the Foster M. Coulter and John W. Coulter land and the Douglas W. and Shannon M. Maines land, N 6° 17' E, 347.01 feet to an iron pin (existing), said pin being a corner of the Douglas W. and Shannon M. Maines land, and said pin being on the line of the David R. and Deborah K. Schoening land; thence along the David R. and Deborah K. Schoening land, S 82° 39' E 483.12 feet to an iron pin (existing), said pin being a corner of the David R. and Deborah K. Schoening land and said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler Land; thence along the Shirley J. Harvey and Deborah K. Hubler land S 2° 54' W, 341.25 feet to an iron pin (existing), said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler land and said pin being a corner of a 20 foot right-of-way; thence along the north right-of-way line of a 20 foot right-of-way the following courses and distances: N 83° 49' 20.00 feet to an iron pin (existing); thence N 83° 24' W 483.18 feet to an iron pin, the place of beginning. Containing 3.8917 acres, more or less, situate on Graham Township, Clearfield County, Pennsylvania.

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

PARCEL IDENTIFICATION NUMBER 116-Q07-161.

BEING the same premises which became vested in the Mortgagor(s) herein by deed of Deborah K. Hubler dated October 5, 2001 and recorded contemporaneously herewith in the Office of the Recorder of Deed in and for Clearfield County. # 200116412

Lender's address is 3983 AIRWAY DRIVE, SANTA ROSA, CA 95403

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 05, 2001. The Note states that Borrower owes Lender SEVENTY SIX THOUSAND AND 00/100

Dollars

(U.S. \$ 76,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2031.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, nonappealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

2005-5(PA) 00000

Page 2 of 16

Initials: CTM  
CAM

Form 3039 1/01

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

COUNTY

of CLEARFIELD

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

✓  
380A COULTER LANE  
MORRISDALE  
("Property Address"):

which currently has the address of  
[Street]  
[City], Pennsylvania 16868 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

6039-5(PA) 00000

Page 2 of 15

INITIALS

CTM  
CAK

Form 9039 1/01



Mar-07-2005 01:40pm

From-REGISTER RECORDER

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F-246

200116413

9)

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudices to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to cash Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be

2005-SPA (0040)

Page 4 of 18

Initials: CTM  
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Form 2005 1/01

Mar-07-2005 01:40pm From-REGISTER RECORDER

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P-248

200116413

(10)

applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of

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the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the

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date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate

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from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any

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other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the

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Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security

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Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums

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which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument, and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

VMD-SFAI 00001

Page 12 of 18

Initials: CTM  
CAH

Form 9029 1/01

Mar-07-2006 01:44pm From-REGISTER RECORDER

8147656089

T-757 P.012/017 F-246

200116413

(15)

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

EPA 0000

Page 12 of 16

Initials

CTM  
CMM

Form 3039 1/01

ZPA2

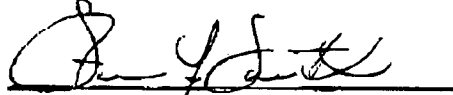
25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.


27. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



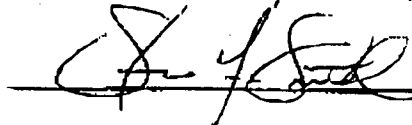
"as to both"

 (Seal)  
-Borrower  
CHARLES T. MCCARTNEY (Seal)  
-Borrower  
CAROLE A. MCCARTNEY\_\_\_\_\_  
(Seal)  
-Borrower\_\_\_\_\_  
(Seal)  
-Borrower\_\_\_\_\_  
(Seal)  
-Borrower\_\_\_\_\_  
(Seal)  
-Borrower\_\_\_\_\_  
(Seal)  
-Borrower\_\_\_\_\_  
(Seal)  
-Borrower

## Certificate of Residence

I, Steven F. Smith, do hereby certify that the correct  
address of the within-named Mortgagee is 3883 AIRWAY DRIVE, SANTA ROSA, CA  
95402

Witness my hand this 5th day of October, 2001



Agent of Mortgagee

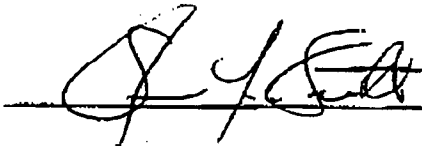
COMMONWEALTH OF PENNSYLVANIA,

CENTRE County ss:

On this, the 5th day of October, 2001, before me, the undersigned  
officer, personally appeared CHARLES T. MCCARTNEY, CAROLE A. MCCARTNEY

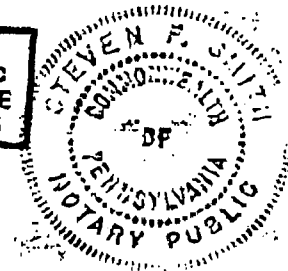
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged that he/she/they executed the same for the purposes herein  
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:



Title of Officer

NOTARIAL SEAL  
STEVEN F. SMITH, NOTARY PUBLIC  
WALKER TWP., COUNTY OF CENTRE  
MY COMMISSION EXPIRES AUGUST 4, 2005



-SPA) (0008)

Page 10 of 10

Initials: CTM  
CAW

Form 3039 1/01

## WARRANTY DEED

The Plankenhorn Co.  
Williamsport, Pa. 17701**This Deed,**MADE the 5<sup>th</sup> day of October

in the year 2001

BETWEEN DEBORAH K HUBLER, a single individual of RD 1 Box 354,  
Morrisdale, PA, 16858, GRANTOR

A N D

CHARLES T. MC CARTNEY and CAROLE A. MC CARTNEY, husband  
and wife, of RD 1 Box 390A, Morrisdale, PA 16858,  
GRANTEESWITNESSETH, That in consideration of Seventy Eight Thousand dollars.  
(\$78,000.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees,ALL that certain piece or parcel of land situate in Graham Township,  
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an axle corner on line of lot No. 1 (Deborah K. Hubler) of which this was a part and on the northern right of way of an existing 20 foot right of way; Thence along the eastern line of (Lot No. 1) N 5 degrees 17' 00" E a distance of 344.64 feet to an axle corner on line of lands of David R and Deborah K Schoening; Thence along line of lands of David R and Deborah K Schoening S 82 degrees 39' 00" E, a distance of 309.77 feet to an existing iron pipe corner on lands of Deborah K Hubler and Shirley J Harvey; Thence along line of lands of Deborah K Hubler and Shirley J Harvey, S 2 degrees 47' 45" W a distance 341.18 feet to an iron pin corner on the north side of an existing 20 foot right of way; Thence these (2) following courses and distances along the northern right of way of an existing 20 foot right of way: N 83 degrees 49' 00" W a distance of 20 feet to an iron pin corner; thence still by same N 83 degrees 24' 00" W a distance of 310.47 feet to an axle corner the place of beginning. Containing 2.5171 acres. Situate in Graham Township, Clearfield County, Pennsylvania. Being a portion of same by deed of Shirley J Harvey and Deborah K Hubler to Deborah K Hubler dated January 2, 1996 and recorded in Clearfield County in Deed Book 1797, page 396.

EXCEPTING AND RESERVING: The owner (s) of this lot shall have full access to this lot by means of any existing road or driveways to said lot.

EXN 1811 18

## NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)

*Charles McCarty*

*Charles A. McCarty*

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 253, approved September 10, 1963, as amended.)

AND the said grantor will SPECIALLY WARRANT ~~AND FOREVER DEFEND~~ the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

*Deborah K Hubler* (SEAL)  
Deborah K Hubler

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

# CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:

RD#1, Box 354  
Morrisdale, Pa 16858

*[Signature]*  
Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of CENTRE } SS:

On this, the 5th day of October, 2001, before me a Notary Public, the undersigned officer, personally appeared Deborah K. Hubler known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

*[Signature]*

My Commission Expires

Commonwealth of Pennsylvania

County of \_\_\_\_\_ } SS:

NOTARIAL SEAL  
STEVEN F. SMITH, NOTARY PUBLIC  
WALKER TWP., COUNTY OF CENTRE  
MY COMMISSION EXPIRES AUGUST 4, 2003



On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me

the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that \_\_\_\_\_ executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires



State of

County of

SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me  
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within  
instrument, and acknowledged that \_\_\_\_\_ executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and \_\_\_\_\_ seal.

My Commission Expires \_\_\_\_\_

State of

County of

SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me  
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within  
instrument, and acknowledged that \_\_\_\_\_ executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and \_\_\_\_\_ seal.

My Commission Expires \_\_\_\_\_

# Deed

WARRANTY DEED - Published and Sold by  
The Plunkett Co., Williamsport, Pa. 1

Deborah K Hubler

A N D

Charles T &amp; Carole A McCartney

Dated \_\_\_\_\_

For Piece or parcel situate  
in Graham Twp, Clearfield  
County, PA 2.5171 Acres.

Consideration \$78,280.00

Recorded \_\_\_\_\_

Entered for Record in the Recorder's

Office of \_\_\_\_\_  
County, the \_\_\_\_\_ day of \_\_\_\_\_, 2001  
Tax, \$ \_\_\_\_\_  
Fees, \$ \_\_\_\_\_  
Recorder

Commonwealth of Pennsylvania

County of \_\_\_\_\_

SS:

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in Deed

Book No. \_\_\_\_\_, Page \_\_\_\_\_

WITNESS my Hand and Official Seal this \_\_\_\_\_ day of \_\_\_\_\_

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200116412

RECORDED ON

Dec 12, 2001

1:45:38 PM

Total Fees: \$

RECORDING FEES - \$13.00

RECORDING

COUNTY IMPROVEMENT \$1.00

FUND

RECORDING

IMPROVEMENT FUND \$1.00

STATE TRANSFER

TAX \$780.00

STATE VLT TAX \$0.50

GRASSM TOWNSHIP \$30.00

WEST BRANCH AREA \$380.00

SCHOOL'S

TOTAL \$1,555.50

CUSTOMER

FIDELITY CLOSING SERVICES

INC

Recorder of Deeds


VERIFICATION

Joseph Rejent, Esquire Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Verification, and that the statements made in the foregoing Motion for Reformation of Legal description in Mortgage and Memorandum of Law in support thereof are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN

BY:

  
\_\_\_\_\_  
Joseph Rejent, Esquire  
Attorney for Plaintiff

Dated: 1/18/03

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-23418

Washington Mutual Bank, FA, successor to  
North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO.:05-375-CD

### MEMORANDUM OF LAW

At the time the Mortgage was executed, the parties to the Mortgage mistakenly believed that the correct legal description was attached to, and incorporated in, the Mortgage documents. Accordingly, said error was mutual and until recently undiscovered by the parties to the documents and/or their successors or assigns. Under Pennsylvania law, a Court may exercise its equitable powers to reform a written instrument based upon mutual mistake. Pennsylvania General Ins. v. Barr, 435 Pa. 456, 257 A.2d 550 (1969); Daddona v. Thorpe, 2000 Pa. Super 75, 749 A.2d 475, 487 (citing Rusciolelli v. Smith, 195 Pa. Super. 562, 171 A.2d 802 (1961)). A mutual mistake occurs when the written instrument fails to properly set forth the true agreement among the parties. Id. (citing Doman v. Brogan, 405 Pa. Super. 254, 592 A.2d 104 (1991)). The language of the instrument should be "interpreted in the light of the subject matter, the apparent object or purpose of the parties and the conditions existing when it was executed." Id. (citing Doman v. Brogan, 405 Pa. Super. 254, 592 A.2d 104, 111 (1991) (citing Yuscavage v. Hamlin, 391 Pa. 13, 16, 137 A.2d 242, 244 (1958))).

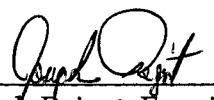
In order to be entitled to the relief of reformation, the moving party must either be a party to the instrument or in privity with the parties. Navarro v. Ohio Cos. Ins. Co., 325 Pa. Super 167, 170, 472 A.2d 701, 702 (1984).

In the case at bar, Plaintiff is the mortgagee, and thus is a party to the instrument (the Mortgage). The mutual mistake took place at a real estate closing, where it is commonplace for the buyer of the property to give a lending institution a mortgage in the property to be purchased in exchange for the funds required to purchase the property. In the present case it is clear that at the real estate closing on October 5, 2001, Defendants' intention was to give the original mortgagee a mortgage in the Property in consideration of \$76,000.00 which was used by Defendants to purchase the Property. The error in not attaching the correct legal description to the mortgage documents was a mutual mistake between the mortgagee and Defendants.

Accordingly, Plaintiff respectfully requests that this Honorable Court reform the Mortgage to reflect the proper and correct legal description which is contained herein.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order reforming the mortgage to add the correct legal description.

Respectfully submitted,  
SHAPIRO & KREISMAN, LLC

BY:   
Joseph Rejent, Esquire  
Attorney for Plaintiff

Date:



SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-23418

Washington Mutual Bank, FA, successor to  
North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO.:05-375-CD

#### CERTIFICATION OF SERVICE

I, Joseph Rejent, Esquire, counsel for Plaintiff, hereby certify that on 1/18, 2006,  
a true and correct copy of the attached Plaintiff's Motion for Reformation of Legal Description in  
Mortgage and Memorandum of Law in support thereof was served by mailing same by regular  
mail, postage pre-paid, to:

Carole A. McCartney  
708 Decatur Street, Philipsburg, PA 16866

Carole A. McCartney  
390 A Coulter Lane, Morrisdale, PA 16858

Charles T. McCartney  
207 Coulter Lane, Morrisdale, PA 16858

Charles T. McCartney  
390 A Coulter Lane, Morrisdale, PA 16858

SHAPIRO & KREISMAN

BY: 

Joseph Rejent, Esquire  
Attorney for Plaintiff

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

DOCKET # 20185

NO: 05-375-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
vs.

DEFENDANT: CAROLE A. MCCARTNEY AND CHARLES T. MCCARTNEY

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/02/2005

LEVY TAKEN 08/17/2005 @ 12:43 PM

POSTED 08/17/2005 @ 12:43 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/16/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
02:52 PM  
FEB 16 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

08/17/2005 @ 12:55 PM SERVED CAROLE A. MCCARTNEY

SERVED CAROLE A. MCCARTNEY, DEFENDANT, AT HER RESIDENCE 159 WILDWOOD LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CAROLE A. MCCARTNEY

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.

08/17/2005 @ 12:43 PM SERVED CHARLES T. MCCARTNEY

SERVED CHARLES T. MCCARTNEY, DEFENDANT, AT HIS RESIDENCE 207 COULTER LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEREMY MCCARTNEY, SON OF 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.

@ SERVED CAROLE A. MCCARTNEY

NOW, NOVEMBER 2, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 4, 2005 TO JANUARY 6, 2006.

@ SERVED

NOW, JANUARY 4, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JANUARY 6, 2006

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

DOCKET # 20185  
NO: 05-375-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
vs.

DEFENDANT: CAROLE A. MCCARTNEY AND CHARLES T. MCCARTNEY

Execution REAL ESTATE


**SHERIFF RETURN**

---

SHERIFF HAWKINS \$224.57

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
By Cynthia Butler Auphenberg  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Washington Mutual Bank, FA successor to North  
American Mortgage Company  
PLAINTIFF

VS.

Carole A. McCartney and Charles T. McCartney  
DEFENDANT(S)

SS

No: 05-375-CD

WRIT OF EXECUTION:  
MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

390 A Coulter Lane, Morrisdale, PA 16858  
See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due \$80,033.53

Interest from May 17, 2005 to

\_\_\_\_\_

\$ \_\_\_\_\_

Costs to be added

Prothonotary costs 125.00

Seal of Court

  
\_\_\_\_\_  
PROTHONOTARY

Date: 6/1/05

\_\_\_\_\_  
Deputy Prothonotary

Received June 2, 2005 @ 2:30 P.M.  
Christa A. Haulkins  
By Cynthia Butler Deffenbaugh



**No: 05-375-CD**

Washington Mutual Bank, FA successor to North  
American Mortgage Company

vs.

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858



---

Joseph Rejent, Esquire

**WRIT OF EXECUTION**  
**(MORTGAGE FORECLOSURE)**

Joseph Rejent, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin (existing) said pin being on the North right-of-way line of 20 foot right-of-way, and said pin being a corner of the Foster M. and John W. Coulter land; thence along the Foster M. Coulter and John W. Coulter land the Douglas W. and Shannon M. Maines land, North 6 degrees 17 minutes East, 347.01 feet to an iron pin (existing), said pin being a corner of the Douglas W. and Shannon M. Maines land, and said pin being on the line of the David R. and Deborah K. Schoening land; thence along the David R. and Deborah K. Schoening land, South 82 degrees 39 minutes East 483.12 feet to an iron pin (existing), said pin being a corner of the David R. and Deborah K. Schoening land and said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler Land; thence along the Shirley J. Harvey and Deborah K. Hubler land South 2 degrees 54 minutes West, 341.25 feet to an iron pin (existing), said pin being a corner of the Shirley J. Harvey and Deborah K. Hubler land and said pin being a corner of a 20 foot right-of-way; thence along the North right-of-way line of a 20 foot right-of-way the following courses and distances; North 83 degrees 49 minutes 20.00 feet to an iron pin (existing); thence North 83 degrees 24 minutes West 483.18 feet to an iron pin, the place of beginning. Containing 3.8917 acres, more or less, situate on Graham Township, Clearfield County, Pennsylvania.

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

PARCEL IDENTIFICATION NUMBER 116-Q07-161.

BEING the same premises which Deborah K. Hubler, a single individual, by Deed dated October 5, 2001 and recorded in the Clearfield County Recorder of Deeds Office on October 12, 2001 in Document ID Number 200116412, granted and conveyed unto Charles T. McCartney and Carole A. McCartney, husband and wife.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CAROLE A. MCCARTNEY

NO. 05-375-CD

NOW, February 16, 2006, 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 January 06, 2006, I exposed the within described real estate of Carole A. McCartney And Charles T. McCartney 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	23.49
LEVY	15.00
MILEAGE	10.53
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.55
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/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$224.57</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	80,033.53
INTEREST @	0.00
FROM TO 01/06/2006	

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>\$80,073.53</b>

**COSTS:**

ADVERTISING	145.94
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	224.57
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$635.51</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

**SHAPIRO & KREISMAN, LLC**

ATTORNEYS AT LAW

2520 Renaissance Blvd, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

**GERALD M. SHAPIRO**  
Admitted in Illinois and Florida Only  
**DAVID S. KREISMAN**  
Admitted in Illinois only

**DANIELLE BOYLE-EBERSOLE\*\***  
**JOSEPH REJENT**  
**KEVIN DISKIN**  
**ILANA ZION**  
\*Also Licensed in New Jersey  
\*Also Licensed in Michigan

November 3, 2005

Office of the Sheriff of Clearfield County

Attn: Cindy

814-765-5915

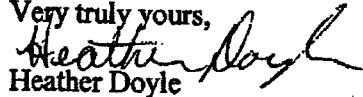
Re: Washington Mutual Bank, FA successor to North American Mortgage Company  
vs. Carole A. McCartney and Charles T. McCartney  
C.P. #05-375-CD,  
Sale Date: November 4, 2005  
Our File # 05-23892

Dear Sir or Madam:

Kindly continue the above-referenced sale until January 6, 2006.

Thank you for your anticipated cooperation. If you have any questions or problems,  
please do not hesitate to contact me directly.

Very truly yours,



Heather Doyle

Legal Assistant



# SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

2520 Renaissance Blvd, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO  
Admitted in Illinois and Florida Only  
DAVID S. KREISMAN  
Admitted in Illinois Only  
KEVIN DISKIN  
Managing Attorney  
DANIELLE BOYLE-EBERSOLE +\*  
JOSEPH REJENT  
MEGAN D.H. SMITH +\*  
ILANA ZION  
+ Also Licensed in New Jersey  
~ Also Licensed in New York  
\* Also Licensed in Michigan

January 4, 2006

Clearfield County Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTN: Cindy  
(814) 765-5915

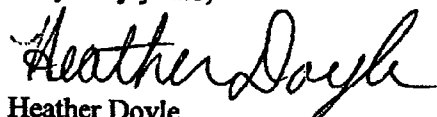
RE: Washington Mutual Bank, FA successor to North American Mortgage  
Company  
vs.  
Carole A. McCartney and Charles T. McCartney  
Morrisdale County Docket No. 05-375-CD  
Our File No. 05-23892

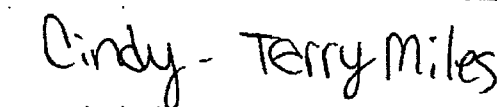
Dear Clearfield County Sheriff:

Kindly stay Sheriff's sale currently scheduled for January 6, 2006 in the above-referenced matter. Plaintiff has realized the no monies.

Please forward to us a bill for any additional monies which may be due and owing to the Sheriff of Clearfield County, or in the alternative, refund any monies from the deposit already with your office.

Very truly yours,

  
Heather Doyle  
Legal Assistant

  
Cindy-Terry Miles  
will be going to  
sale on 1-6-06

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
Plaintiff

vs.

Carole A. McCartney and Charles T.  
McCartney  
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

No. 05-375-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due  
Interest from June 2, 2005 to  
\_\_\_\_\_  
(Costs to be added)

\$80,033.53

\$ \_\_\_\_\_  
145.00

**Prothonotary costs**



Joseph Rejent, Esquire, Attorney for Plaintiff

**FILED** *icc & lowrits*  
*m/4:00pm* *w/ prop. descr.*  
**MAR 01 2006** *to Shff*  
William A. Shaw  
Prothonotary/Clerk of Courts *Aug pd. 20.00*  
*68*

William A. Shaw  
Prothonotary/Clerk of Courts

MAR 01 2006

FILED

No: 05-375-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEAFIELD COUNTY

---

Washington Mutual Bank, FA successor to North  
American Mortgage Company, Plaintiff

VS

Charles A. McCartney, Defendant  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney, Defendant  
207 Coulter Lane  
Morrisdale, PA 16858

PRAECIPE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}

Filed:



Joseph Rejent, Esquire  
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-375-CD

**CERTIFICATION OF ADDRESS**

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

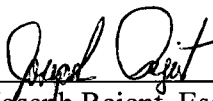
Washington Mutual Bank, FA successor to North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169

and that the last known address(es) of the judgment debtor (Defendant(s)) is:

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

SHAPIRO & KREISMAN, LLC

BY:   
Joseph Rejent, Esquire  
Attorney for Plaintiff

05-23892



SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs.

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Washington Mutual Bank, FA successor to North American Mortgage Company, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 390 A Coulter Lane, Morrisdale, PA 16858.

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

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

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

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

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

Washington Mutual Bank, FA successor to North American Mortgage Company  
P.O. Box 1169  
Milwaukee, WI 53201-1169

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

Washington Mutual Bank, FA successor to North American Mortgage Company,  
P.O. Box 1169  
Milwaukee, WI 53201-1169

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of PA  
1995 South Atherton Street  
State College, PA 16801

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

NONE

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

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830

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:

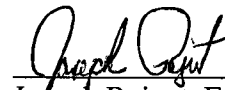
TENANT OR OCCUPANT  
390 A Coulter Lane  
Morrisdale, PA 16858

Jeremy McCartney  
390 A Coulter Lane  
Morrisdale, PA 16858

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.

SHAPIRO & KREISMAN, LLC

BY:


A handwritten signature in cursive script, appearing to read "Joseph Rejent", written over a horizontal line.

Joseph Rejent, Esquire

05-23892

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

 COPY

Washington Mutual Bank, FA successor to North  
American Mortgage Company  
PLAINTIFF

No: 05-375-CD

VS.

Carole A. McCartney and Charles T. McCartney  
DEFENDANT(S)

WRIT OF EXECUTION:  
MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

390 A Coulter Lane, Morrisdale, PA 16858  
See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due

\$80,033.53

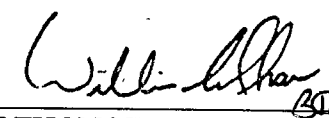
Interest from June 2, 2005 to

\_\_\_\_\_

\$ \_\_\_\_\_

Costs to be added

Seal of Court

  
PROTHONOTARY

145.00 Prothonotary costs

Date: 3/1/06

\_\_\_\_\_  
Deputy Prothonotary

No: 05-375-CD

Washington Mutual Bank, FA successor to North  
American Mortgage Company

vs.

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

  
\_\_\_\_\_  
Joseph Rejent, Esquire

**WRIT OF EXECUTION**  
**(MORTGAGE FORECLOSURE)**

Joseph Rejent, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an axle corner on line of lot No. 1 (Deborah K. Hubler) of which this was a part and on the Northern right of way of an existing 20 foot right of way; Thence along the Eastern line of (Lot No. 1) N 6 degrees 17' 00" E a distance of 344.64 feet to an axle corner on line of lands of David R. and Deborah K. Schoening; Thence along line of lands of David R. and Deborah K. Schoening S 82 degrees 39' 00" E, a distance of 309.77 feet to an existing iron pipe corner on lands of Deborah K. Hubler and Shirley J. Harvey; Thence along line of lands of Deborah K. Hubler and Shirley J. Harvey, S 2 degrees 47' 45" W a distance 341.18 feet to an iron pin corner on the North side of an existing 20 foot right of way; Thence these (2) following courses and distances along the Northern right of way of an existing 20 foot right of way; N 83 degrees 49' 00" W a distance of 20 feet to an iron pin corner; thence still by same N 83 degrees 24' 00" W a distance of 310.47 feet to an axle corner the place of beginning. Containing 2.5171 acres. Situate in Graham Township, Clearfield County, Pennsylvania. Being a portion of same by deed of Shirley J. Harvey and Deborah K. Hubler dated January 2, 1996 and recorded in Clearfield County in Deed Book 1797, Page 396.

BEING the same premises which Deborah K. Hubler, a single individual, by Deed dated October 5, 2001 and recorded in the Clearfield County Recorder of Deeds Office on October 12, 2001 in Instrument No. 200116412, granted and conveyed unto Charles T. McCartney and Carole A. McCartney, husband and wife.

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

Washington Mutual Bank, FA successor \*  
to North American Mortgage Company \*  
Plaintiff, \*

vs. \*

No. 2005-375-CD

Carole A. McCartney and \*  
Charles T. McCartney \*  
Defendants \*

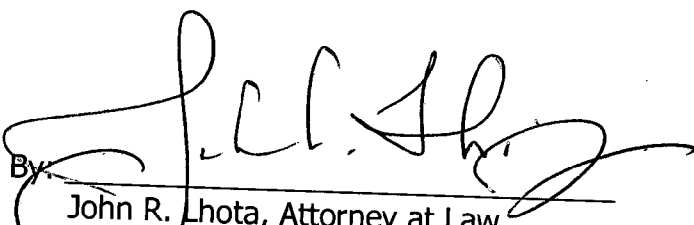
Type of Pleading:  
Motion for Service Pursuant  
To Special Order of Court

Filed on behalf of:  
Washington Mutual Bank, FA  
successor to North American  
Mortgage Company

COUNSEL OF RECORD FOR  
THIS PARTY:

John R. Lhota, Attorney at Law  
John R. Lhota, P. C.  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611

Supreme Court No. 22492

By:   
John R. Lhota, Attorney at Law  
John R. Lhota, P. C.

**FILED** 2cc  
JUL 28 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
*Atty Lhota*

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF  
vs. Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

MOTION FOR SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Shapiro & Kreisman, LLC, moves this Honorable Court for an Order directing service of the Notice of Sale and all subsequent pleadings upon the above-captioned Defendants by regular mail and certified mail and by posting of the mortgaged premises which is the subject of the above-captioned mortgage foreclosure action and in support thereof avers the following:

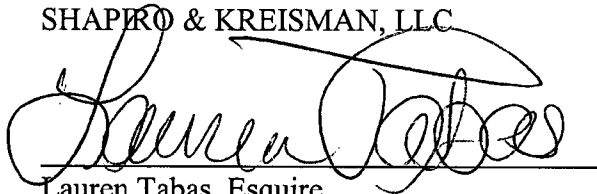
1. The Plaintiff has been unable to serve the Notice of Sale. A true and correct copy of the Plaintiff's Return of Service is attached hereto as Exhibit "A".
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendants. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".
3. The last known address of each defendant is as set forth in Exhibits "A" and "B".



WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Notice of Sale and all subsequent pleadings by regular mail and certified mail and by posting of the mortgaged premises located at 390 A Coulter Lane, Morrisdale, PA 16858.

SHAPIRO & KREISMAN, LLC

BY:

A handwritten signature in black ink, appearing to read "Lauren Tabas", written over a horizontal line.

Lauren Tabas, Esquire  
Attorney for Plaintiff

S&K: 05-23892

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company

PLAINTIFF

vs. Carole A. McCartney and Charles T.  
McCartney

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

The following efforts marked with an "X" have been attempted by counsel for the moving party:

Prerequisites:

- ☒ Attempted Sheriff service at all know addresses
- ☒ Examination of motor vehicle records
- ☒ Inquiry of postal authority
- ☒ Examination of local phone directories

Discretionary Efforts:

- ☒ Examination of local tax records
- ☒ Examination of voter registration records
- ☒ Inquiry of relatives, neighbors, friends and employers of defendant(s)
- ☐ Other:

The court will not consider a motion for special service pursuant to Pa.R.C.P. 430(a) until an affidavit is submitted to Chambers indicating that all prerequisites have been attempted, and at least one discretionary effort.

**SHAPIRO & KREISMAN, LLC**  
**2520 RENAISSANCE BLVD, SUITE 150**  
**KING OF PRUSSIA, PA 19406**

May 3, 2006  
Postmaster  
PHILIPSBURG, PA, 16866

**Request for Change of Address or Boxholder**  
**Information Needed for Service of Legal Process**

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

**NAME & ADDRESS:** Carole A. McCartney  
**ADDRESS:** 708 Decatur Street  
Philipsburg, PA 16866

**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 boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of Requester (e.g. process server, attorney, party representing himself): **ATTORNEY.**
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute(s): **N/A**
3. The names of all known parties to this litigation:

**Washington Mutual Bank, FA successor to North American Mortgage Company vs. Charles T & Carole A McCartney**

4. The court in which the case has been or will be heard: **The Court of Common Pleas of CLEARFIELD County**
5. The docket or other identifying number if one has been issued: **Pending**
6. The capacity in which this individual is to be served (e.g. defendant or witness): **DEFENDANT**

**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 LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF 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. §1001).

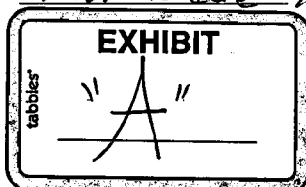
I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Signature  
Devin Stemple  
Legal Assistant

ADDRESS: Shapiro & Kreisman  
2520 Renaissance Blvd., Suite 150  
King Of Prussia, PA 19406  
S&K File Number: 05-23892

**FOR POST OFFICE USE ONLY**

- ☐ Good As Addressed/No change of address order on file. **NEW ADDRESS or BOXHOLDER'S POSTMARK**
- ☒ Not known at address given **NAME and STREET ADDRESS**
- ☐ Moved, left no forwarding address
- ☐ No such address



Washington Mutuak Bank, FA

Court of Common Pleas Clearfield

Plaintiff

VS.

Carole A. McCartney and Charles T. McCartney

DOCKET NO.: 05-375-CD

Defendant

**Person to be served** (Name & Address):

Carole A. McCartney  
159 Wildwood Lane  
Morrisdale, PA 16858

**Attorney:** File#: 05-23892

Ilana zion, Esquire  
Shapiro & Kreisman, LLC  
2520 Renaissance Blvd., Suite 150  
King of Prussia, PA 19406 Ph: 610-278-6800

**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ \_\_\_\_\_

**Papers Served:**

Notice of Sheriff's Sale

**Service Data:**

Served Successfully \_\_\_\_\_ Not Served X

Date: 6/30/06 Time: 4:30 pm

\_\_\_\_\_ Delivered a copy to him / her personally

Name of Person Served and  
relationship / title:

\_\_\_\_\_ Left a copy at his/her dwelling place or usual  
place of abode by delivering same to a  
competent household member over  
14 years of age residing therein  
(indicate name & relationship at right)

Actual place of service:

\_\_\_\_\_ Left a copy with a person authorized to  
accept service, e.g., managing agent,  
registered agent, etc.  
(Indicate name & official title at right)

159 Wildwood Lane  
Morrisdale, PA 16858

**Description of Person Accepting Service:**

Sex: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Skin Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

**Unserved:**

\_\_\_\_\_ Defendant is unknown at the address furnished by the attorney

\_\_\_\_\_ All reasonable inquiries suggest defendant moved to an undetermined address

X \_\_\_\_\_ No such street in municipality

\_\_\_\_\_ No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_ Other: \_\_\_\_\_ Comments or Remarks \_\_\_\_\_

**Server Data:**

Subscribed and Sworn to me this  
30th day of June

I, Timothy Brennan, was at  
the time of service a competent adult not having a direct  
interest in the litigation. I declare under penalty of perjury  
that the foregoing is true and correct.

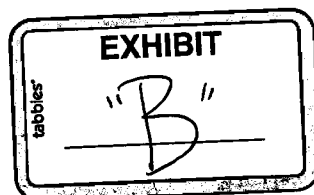
Judith L. Baird

Name of Notary / commission expiration

COMMONWEALTH OF PENNSYLVANIA 2/11/07

NOTARIAL SEAL  
JUDITH L. BAIRD, Notary Public  
Patton Twp., Centre County  
My Commission Expires Dec. 11, 2007

6/30/06 Date  
Default Express Services, Inc. - (Our File#: 485)  
13000 RT. 73, Suite 107, Four Greentree Centre,  
Marlton, NJ 08053  
856.985.3340



Washington Mutuak Bank, FA

Court of Common Pleas Clearfield

Plaintiff

VS.

Carole A. McCartney and Charles T. McCartney

DOCKET NO.: 05-375-CD

Defendant

**Person to be served** (Name & Address):

Carole A. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

**Attorney:** File#: 05-23892

Ilana Zion, Esquire  
Shapiro & Kreisman, LLC  
2520 Renaissance Blvd., Suite 150  
King of Prussia, PA 19406 Ph: 610-278-6800

**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ \_\_\_\_\_

**Papers Served:**

Notice of Sheriff's Sale

**Service Data:**

Served Successfully \_\_\_\_\_ Not Served X

Date: 6/30/06 Time: 12:55 pm

\_\_\_\_\_ Delivered a copy to him / her personally

Name of Person Served and  
relationship / title:

\_\_\_\_\_ Left a copy at his/her dwelling place or usual  
place of abode by delivering same to a  
competent household member over  
14 years of age residing therein  
(indicate name & relationship at right)

Actual place of service:

\_\_\_\_\_ Left a copy with a person authorized to  
accept service, e.g., managing agent,  
registered agent, etc.  
(Indicate name & official title at right)

207 Coulter Lane  
Morrisdale, PA 16858

**Description of Person Accepting Service:**

Sex: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Skin Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

**Unserved:**

X Defendant is unknown at the address furnished by the attorney  
\_\_\_\_\_ All reasonable inquiries suggest defendant moved to an undetermined address  
\_\_\_\_\_ No such street in municipality  
\_\_\_\_\_ No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

X Other: \_\_\_\_\_ Comments or Remarks Address supplied is 911 dispatch center

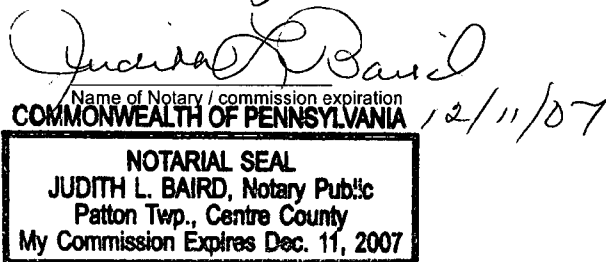
**Server Data:**

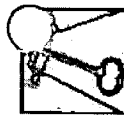
Subscribed and Sworn to me this  
30th day of June

I, Timothy C. Brennan, was  
at the time of service a competent adult not having a direct  
interest in the litigation. I declare under penalty of perjury  
that the foregoing is true and correct.

6/30/06 Date

Default Express Services, Inc. - (Our File#: 484)  
13000 RT. 73, Suite 107, Four Greentree Centre,  
Marlton, NJ 08053  
856.985.3340





Default Express Services, Inc.  
13000 Route 73 Suite 107  
Four Greentree Center  
Marlton, NJ 08053  
Phone: 856-985-3340  
Fax: 856-985-3342  
info@defaultexpress.com

**File #** 2218  
**Firm** Shapiro & Kreisman  
**Subject:** Carole A. McCartney  
**Current Address** 207 Coulter Ln. Morrisdale, PA 16858  
**Property Address** 390 A. Coulter Ln. Morrisdale, PA 16858  
**Mailing Address:** 207 Coulter Ln. Morrisdale, PA 16858

**I Steven M. Ruffo, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above noted individual(s) 5/12/06 and have discovered the following**

**I. CREDIT INFORMATION**

**A. SOCIAL SECURITY NUMBER**

**Our search verified the following to be true and correct  
Carole A. McCartney - 183-54-0499**

**B. EMPLOYMENT SEARCH**

**Carole A. McCartney - Our Office was unable to verify the employment information on the credit report.**

**C. INQUIRY OF CREDITORS**

**On 5/12/06 our inquiry with the creditors indicate that Carole A. McCartney reside(s) at 207 Coulter Ln. Morrisdale, PA 16858**

**II. INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH**

**On 5/12/06 our inquiry with the Directory Assistance indicated that Carole A. McCartney reside(s) at 207 Coulter Ln. Morrisdale, PA 16858 non published. Our office could not reach the mortgagor due to the non published number.**

**III. INQUIRY OF NEIGHBORS**

**Using our Whitepages database on 5/12/06 we were unable to verify the current address with any of the Neighbors within ten houses of the above referenced subject.**

**IV. INQUIRY OF POSTOFFICE**

**A. NATIONAL ADDRESS UPDATE**

**Our inquiry with National Address database on 5/12/06 indicates the following is correct Carole A. McCartney - 207 Coulter Ln. Morrisdale, PA 16858**

**B. ADDITIONAL ACTIVE MAILING ADDRESS**

**Per our inquiry with creditors on 5/12/06 the following is an active mailing address : 708 Decatur St. Philipsburg, PA 16866; 159 Wildwood Ln. Morrisdale, PA 16858**

**V. MOTOR VEHICLE REGISTRATION**

**A. MOTOR VEHICLE & DMV OFFICE**

**Per the Pennsylvania Department of motor vehicle Carole A. McCartney has a valid identification registered with the state.**

**EXHIBIT**

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" C "

VI. OTHER INQUIRIES

A. DEATH RECORDS

**As of 5/12/06 Vital records has no death records on file for Carole A. McCartney**

B. PUBLIC LICENSES (PILOT, REAL ESTATE ETC.)

**Our investigation could not find Public licenses/records for the mortgagor**

C. COUNTY VOTER REGISTRATION

**The Clearfield Cnty voter registration would only indicate a registration for Carole A. McCartney**

D. INTERNET

**All accessible public databases have been checked and cross-referenced for the above named individual(s).**

E. TAX ASSESSMENT OFFICE

**On 5/12/06 our office conducted a search of the following tax records which showed the following : See Attached**

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

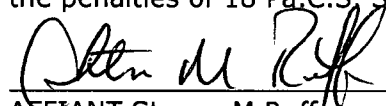
**Carole A. McCartney - 11/15/62**

B. A.K.A

**Carole A. McCartney - none**

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa.C.S. Sec 4904 relating to unsworn falsification to authorities.



AFFIANT Steven M. Ruffo

Default Express Services, INC. President

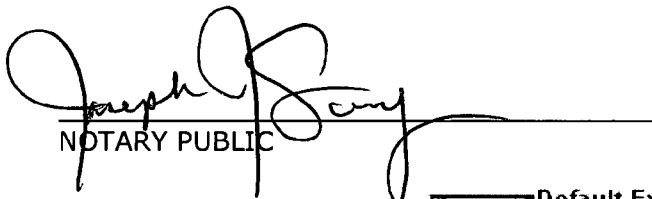
Sworn to and subscribed before me this **12th** day of **May** 2005

NOTARIAL SEAL

Joseph J. Sarocy

Notary Public of New Jersey

Commission Expires 10/20/2009

  
NOTARY PUBLIC

Default Express Services, Inc.  
13000 Route 73 Suite 107  
Four Greentree Center  
Marlton, NJ 08053  
Phone: 856-985-3340  
Fax: 856-985-3342  
info@defaultexpress.com

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF DRIVER LICENSING  
BASIC DRIVER INFORMATION  
MAY 08 2006

PAGE 1

DRIVER: CAROLE ANN MCCARTNEY  
159 WILDWOOD LN  
MORRISDALE, PA 16858

DRIVER LICENSE NO : 20030770  
DATE OF BIRTH : NOV 15 1962  
SEX : FEMALE  
RECORD TYPE : REG LICENSE

DRIVER LICENSE (DL)

-----  
LICENSE CLASS : C  
LICENSE ISSUE DATE: NOV 15 2004  
LICENSE EXPIRES : NOV 16 2008

MED RESTRICTIONS : 1  
LEARNER PERMITS :  
LICENSE STATUS :

COMMERCIAL DRIVER LICENSE (CDL)

-----  
CDL LICENSE CLASS :  
CDL LICENSE ISSUED :  
CDL LICENSE EXPIRES:  
CDL ENDORSEMENTS : NONE  
CDL RESTRICTIONS : NONE  
CDL LEARNER PERMITS:  
CDL LICENSE STATUS :

SB ENDORSEMENT :

PROBATIONARY LICENSE (PL)

-----  
PL LICENSE CLASS :  
PL LICENSE ORIG ISS:  
PL LICENSE ISSUED :  
PL LICENSE EXPIRES :  
PL LICENSE STATUS :

OCCUPATIONAL LIMITED LICENSE (OLL)

-----  
OLL LICENSE CLASS :  
OLL LICENSE ISSUED :  
OLL LICENSE EXPIRES:  
OLL LICENSE STATUS :

\*\*\* END OF RECORD \*\*\*



## **Report Results**

SSN ISSUED-75

STATE ISSUED-PA

\* 199 EQUIFAX INFORMATION SERVICES LLC,  
 , ATLANTA, GA, 30374-0241, 800/685-1111

P O BOX 740241,

\*MCCARTNEY, CAROLE SINCE 06/27/99 FAD 03/06/06  
 207, COULTER, LN, MORRISDALE, PA, 16858, TAPE RPTD 06/04  
 708, DECATUR, ST, PHILIPSBURG, PA, 16866, TAPE RPTD 05/04  
 TELEPHONE NUMBER (814) 342-6641 SPEC 08/05  
 390A, COULTER, LN, MORRISDALE, PA, 16858, TAPE RPTD 08/02  
 BDS-11/15/1962, SSS-183-54-0499

FN-223

Input Parameters  
Reference Number = ;  
Permissible Purpose = ;SI;;  
Primary Subject = ;;;;;;;;;;XXXXX0499;;;

TRANSUNION SSN REPORT

FOR	MKT/SUB	INFILE	DATE	TIME
SBJ Y NJ0200302	13 PW	10/82	05/15/06	14:06CT
RPT ON	SSN	DOB		
MCCARTNEY, CAROLE A.	183-54-0499	11/62		
-CAROL, MCCARTNEY			TEL#	
CURR/ADD		RPTD	342-2902	
207 COULTER LN., MORRISDALE PA. 16858		02/2006		
FRMR ADD				
159 WILD WOOD LN., MORRISDALE PA. 16858		08/2005		
708 DECATUR ST., PHILIPSBURG PA. 16866				
CURR EMP & ADD	PSTN INCM		EMPDTE RPTD	
PRECISE POLE STAR			4/01R	

\*\*\* INQUIRY ANALYSIS \*\*\*

DATE	SUBCODE	SUBNAME
03/06/2006	F2198633	HFC-BENEFI
MCCARTNEY, CAROLE		
207 COULTER LN MORRISDALE, PA 16858		

\*\*\*\*\*

FOR	MKT/SUB	INFILE	DATE	TIME
SBJ Y NJ0200302	17 TA	3/06	05/15/06	14:06CT
RPT ON	SSN	DOB		
MCCARTNEY, CAROLEA	183-54-0499	11/62		
			TEL#	
CURR/ADD		RPTD	345-5512	
708 DECATUR ST., PHILIPSBURG PA. 16866		02/2006		

\*\*\* INQUIRY ANALYSIS \*\*\*

INQUIRY ANALYSIS CURRENTLY NOT AVAILABLE ON THIS FILE

END OF TRANSUNION REPORT

\*\*\*\*\*

**SHAPIRO & KREISMAN, LLC**  
**2520 RENAISSANCE BLVD, SUITE 150**  
**KING OF PRUSSIA, PA 19406**

May 3, 2006  
Postmaster  
MORRISDALE, PA, 16858

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

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

**NAME & ADDRESS:** Charles T. McCartney  
**ADDRESS:** 207 Coulter Lane  
Morrisdale, PA 16858

**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 boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of Requester (e.g. process server, attorney, party representing himself): **ATTORNEY.**
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute(s): N/A
3. The names of all known parties to this litigation:

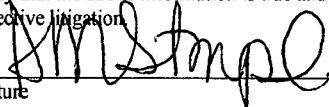
**Washington Mutual Bank, FA successor to North American Mortgage Company vs. Charles T & Carole A McCartney**

4. The court in which the case has been or will be heard: **The Court of Common Pleas of CLEARFIELD County**
5. The docket or other identifying number if one has been issued: Pending
6. The capacity in which this individual is to be served (e.g. defendant or witness): **DEFENDANT**

**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 LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF 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. §1001).

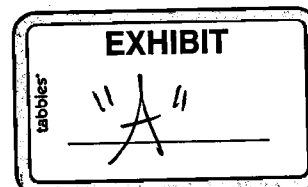
I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Signature  
Devin Stemple  
Legal Assistant

ADDRESS: Shapiro & Kreisman  
2520 Renaissance Blvd., Suite 150  
King Of Prussia, PA 19406  
S&K File Number: 05-23892

**FOR POST OFFICE USE ONLY**

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> Good As Addressed/No change of address order on file. | NEW ADDRESS or BOXHOLDER'S POSTMARK |
| <input type="checkbox"/> Not known at address given                            | NAME and STREET ADDRESS             |
| <input checked="" type="checkbox"/> Moved, left no forwarding address          | 124 Perks St #1                     |
| <input type="checkbox"/> No such address                                       | Philipsburg, PA 16866               |



Washington Mutuak Bank, FA

Court of Common Pleas Clearfield

Plaintiff

VS.

Carole A. McCartney and Charles T. McCartney

Defendant

DOCKET NO.: 05-375-CD

Person to be served (Name & Address):

Charles T. McCartney  
124 Perks St., #1  
Philipsburg, PA 16866

Attorney: File#: 05-23892

Ilana Zion, Esquire  
Shapiro & Kreisman, LLC  
2520 Renaissance Blvd., Suite 150  
King of Prussia, PA 19406 Ph: 610-278-6800

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ \_\_\_\_\_

Papers Served:

Notice of Sheriff's Sale

Service Data:

Served Successfully \_\_\_\_\_ Not Served X

Date: 6/30/06 Time: 2:55 PM

\_\_\_\_\_ Delivered a copy to him / her personally

Name of Person Served and  
relationship / title:

\_\_\_\_\_ Left a copy at his/her dwelling place or usual  
place of abode by delivering same to a  
competent household member over  
14 years of age residing therein  
(indicate name & relationship at right)

Actual place of service:

124 Perks St.,  
#1  
Philipsburg, PA 16866

\_\_\_\_\_ Left a copy with a person authorized to  
accept service, e.g., managing agent,  
registered agent, etc.  
(Indicate name & official title at right)

Description of Person Accepting Service:

Sex: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Skin Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

Unserved:

\_\_\_\_\_ Defendant is unknown at the address furnished by the attorney

X All reasonable inquiries suggest defendant moved to an undetermined address

\_\_\_\_\_ No such street in municipality

\_\_\_\_\_ No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

X Other: \_\_\_\_\_ Comments or Remarks Apartment was vacant, no forwarding address

Server Data:

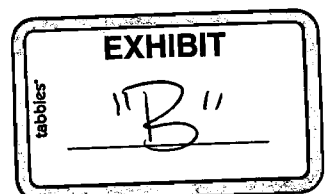
Subscribed and Sworn to me this  
30th day of June

I, Timothy C. Brennan, was at  
the time of service a competent adult not having a direct  
interest in the litigation. I declare under penalty of perjury  
that the foregoing is true and correct.

Name of Notary / commission expiration

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JUDITH L. BAIRD, Notary Public  
Patton Twp., Centre County  
My Commission Expires Dec. 11, 2007

6/30/06 Date  
Default Express Services, Inc. - (Our File#: 486)  
13000 RT. 73, Suite 107, Four Greentree Centre,  
Marlton, NJ 08053  
856.985.3340



Washington Mutuak Bank, FA

Court of Common Pleas Clearfield

Plaintiff

VS.

Carole A. McCartney and Charles T. McCartney

DOCKET NO.: 05-375-CD

Defendant

**Person to be served** (Name & Address):

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

**Attorney:** File#: 05-23892

Ilana Zion, Esquire  
Shapiro & Kreisman, LLC  
2520 Renaissance Blvd., Suite 150  
King of Prussia, PA 19406 Ph: 610-278-6800

**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ \_\_\_\_\_

**Papers Served:**

Notice of Sheriff's Sale

**Service Data:**

Served Successfully \_\_\_\_\_ Not Served X

Date: 6/30/06 Time: 12:55pm

\_\_\_\_\_ Delivered a copy to him / her personally

Name of Person Served and  
relationship / title:

\_\_\_\_\_ Left a copy at his/her dwelling place or usual  
place of abode by delivering same to a  
competent household member over  
14 years of age residing therein  
(indicate name & relationship at right)

Actual place of service:

\_\_\_\_\_ Left a copy with a person authorized to  
accept service, e.g., managing agent,  
registered agent, etc.  
(Indicate name & official title at right)

207 Coulter Lane  
Morrisdale, PA 16858

**Description of Person Accepting Service:**

Sex: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Skin Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

**Unserved:**

X Defendant is unknown at the address furnished by the attorney  
\_\_\_\_\_ All reasonable inquiries suggest defendant moved to an undetermined address  
\_\_\_\_\_ No such street in municipality  
\_\_\_\_\_ No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time

X Other: \_\_\_\_\_ Comments or Remarks Address supplied is 911 dispatch center

**Server Data:**

Subscribed and Sworn to me this  
30th day of June

I, Timothy C. Brennan, was at the  
time of service a competent adult not having a direct interest  
in the litigation. I declare under penalty of perjury that the  
foregoing is true and correct.

6/30/06 Date  
Default Express Services, Inc. - (Our File#: 483)  
13000 RT. 73, Suite 107, Four Greentree Centre,  
Marlton, NJ 08053  
856.985.3340

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
JUDITH L. BAIRD, Notary Public  
Patton Twp., Centre County  
My Commission Expires Dec. 11, 2007



Default Express Services, Inc.  
13000 Route 73 Suite 107  
Four Greentree Center  
Marlton, NJ 08053  
Phone: 856-985-3340  
Fax: 856-985-3342  
info@defaultexpress.com

**File #** 2219  
**Firm** Shapiro & Kreisman  
**Subject:** Charles T. McCartney  
**Current Address** 207 Coulter Ln. Morrisdale, PA 16858  
**Property Address** 390 A. Coulter Ln. Morrisdale, PA 16858  
**Mailing Address:** 207 Coulter Ln. Morrisdale, PA 16858

**I Steven M. Ruffo, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above noted individual(s) 5/12/06 and have discovered the following**

**I. CREDIT INFORMATION**

**A. SOCIAL SECURITY NUMBER**

**Our search verified the following to be true and correct  
Charles T. McCartney - 186-46-2644**

**B. EMPLOYMENT SEARCH**

**Charles T. McCartney - Our Office was unable to verify the employment information on the credit report.**

**C. INQUIRY OF CREDITORS**

**On 5/12/06 our inquiry with the creditors indicate that Charles T. McCartney reside(s) at 207 Coulter Ln. Morrisdale, PA 16858**

**II. INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH**

**On 5/12/06 our inquiry with the Directory Assistance indicated that Charles T. McCartney reside(s) at 207 Coulter Ln. Morrisdale, PA 16858 non published. Our office could not reach the mortgagor due to the non published number.**

**III. INQUIRY OF NEIGHBORS**

**Using our Whitepages database on 5/12/06 we were unable to verify the current address with any of the Neighbors within ten houses of the above referenced subject.**

**IV. INQUIRY OF POSTOFFICE**

**A. NATIONAL ADDRESS UPDATE**

**Our inquiry with National Address database on 5/12/06 indicates the following is correct Charles T. McCartney - 207 Coulter Ln. Morrisdale, PA 16858**

**B. ADDITIONAL ACTIVE MAILING ADDRESS**

**Per our inquiry with creditors on 5/12/06 the following is an active mailing address : 124 Perks St. Apt. 1 Philipsburg, PA 16866**

**V. MOTOR VEHICLE REGISTRATION**

**A. MOTOR VEHICLE & DMV OFFICE**

**Per the Pennsylvania Department of motor vehicle Charles T. McCartney has a valid identification registered with the state.**

**EXHIBIT**

tabbies

~C"

VI. OTHER INQUIRIES

A. DEATH RECORDS

**As of 5/12/06 Vital records has no death records on file for Charles T. McCartney**

B. PUBLIC LICENSES (PILOT, REAL ESTATE ETC.)

**Our investigation could not find Public licenses/records for the mortgagor**

C. COUNTY VOTER REGISTRATION

**The Clearfield Cnty voter registration would only indicate a registration for Charles T. McCartney**

D. INTERNET

**All accessible public databases have been checked and cross-referenced for the above named individual(s).**

E. TAX ASSESSMENT OFFICE

**On 5/12/06 our office conducted a search of the following tax records which showed the following : Not Applicable**

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

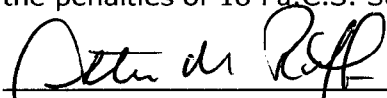
**Charles T. McCartney - 1/24/55**

B. A.K.A

**Charles T. McCartney - Terry McCartney**

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa.C.S. Sec 4904 relating to unsworn falsification to authorities.



AFFIANT Steven M. Ruffo

Default Express Services, INC. President

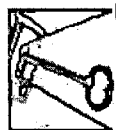
Sworn to and subscribed before me this **12th** day of **May** 2005

NOTARIAL SEAL

Joseph J. Sarocy

Notary Public of New Jersey

Commission Expires 10/20/2009

  
NOTARY PUBLIC

Default Express Services, Inc.  
13000 Route 73 Suite 107  
Four Greentree Center  
Marlton, NJ 08053  
Phone: 856-985-3340  
Fax: 856-985-3342  
info@defaultexpress.com

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF DRIVER LICENSING  
BASIC DRIVER INFORMATION  
MAY 08 2006

DRIVER: CHARLES T MCCARTNEY  
124 PERKS ST APT 1  
PHILIPSBURG, PA 16866

DRIVER LICENSE NO : 16654324  
DATE OF BIRTH : JAN 24 1955  
SEX : MALE  
RECORD TYPE : REG LICENSE

## DRIVER LICENSE (DL)

-----  
LICENSE CLASS : C M  
LICENSE ISSUE DATE: JAN 16 2005  
LICENSE EXPIRES : JAN 25 2009  
ORIG ISSUE DATE : JUL 19 1983  
MED RESTRICTIONS : NONE  
LEARNER PERMITS :  
LICENSE STATUS :

## COMMERCIAL DRIVER LICENSE (CDL)

-----  
CDL LICENSE CLASS :  
CDL LICENSE ISSUED :  
CDL LICENSE EXPIRES:  
CDL ENDORSEMENTS : NONE  
CDL RESTRICTIONS : NONE  
CDL LEARNER PERMITS:  
CDL LICENSE STATUS :

SB ENDORSEMENT :

## PROBATIONARY LICENSE (PL)

-----  
PL LICENSE CLASS :  
PL LICENSE ORIG ISS:  
PL LICENSE ISSUED :  
PL LICENSE EXPIRES :  
PL LICENSE STATUS :

## OCCUPATIONAL LIMITED LICENSE (OLL)

-----  
OLL LICENSE CLASS :  
OLL LICENSE ISSUED :  
OLL LICENSE EXPIRES:  
OLL LICENSE STATUS :

\*\*\* END OF RECORD \*\*\*



## **Report Results**

SSN ISSUED-70

STATE ISSUED-PA

\* 199 EQUIFAX INFORMATION SERVICES LLC,  
    , ATLANTA, GA, 30374-0241, 800/685-1111

P O BOX 740241,

\*MCCARTNEY, CHARLES, T   SINCE 11/20/85   FAD 05/15/06  
207, COULTER, LN, MORRISDALE, PA, 16858, TAPE RPTD 08/02  
390A, COULTER, LN, MORRISDALE, PA, 16858, TAPE RPTD 12/02  
RR 1, BOX 390A, , MORRISDALE, PA, 16858, TAPE RPTD 11/01  
FN-MCCARTNEY, TERRY  
BDS-01/24/1955, SSS-186-46-2644

FN-339

Input Parameters

Reference Number = ; .

Permissible Purpose = ;SI;;

Primary Subject = ;;;;;;;;;;;;;;XXXXX2644;;;

TRANSUNION SSN REPORT

FOR	MKT/SUB	INFILE	DATE	TIME
SBJ Y NJ0200302	13 PW	10/82	05/15/06	14:07CT
RPT ON	SSN		DOB	
MCCARTNEY, CHARLES T.	186-46-2644		1/55	
			TEL#	
CURR/ADD		RPTD	342-2902	
207 COULTER LN., MORRISDALE PA. 16858		08/2002		
FRMR ADD				
390 COULTER LN., #A. MORRISDALE PA. 16858		02/2002		
1 RR 1 POB 390A, MORRISDALE PA. 16858				
CURR EMP & ADD	PSTN INCM		EMPDATE	RPTD
KING COAL SALES INC	EQUIPMENT OPERATOR			4/01R
PHILIPSBURG PA.				
FRMR EMP & ADD				
KING COAL CO				7/89R

\*\*\* INQUIRY ANALYSIS \*\*\*

DATE	SUBCODE	SUBNAME
03/22/2006	F2198633	HFC-BENEFI
MCCARTNEY, CHARLES		
207 COULTER LN MORRISDALE, PA 16858		
04/24/2006	Y5957972	PLAZA ASSOCI
MCCARTNEY, CHARLES, T		
207 COULTER LN MORRISDALE, PA 16858		

END OF TRANSUNION REPORT

\*\*\*\*\*

VERIFICATION

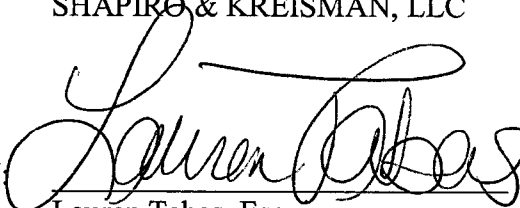
Lauren Tabas, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE OF THE NOTICE OF SALE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

DATE: 7/26/00

BY:

A handwritten signature in cursive script, appearing to read "Lauren Tabas", written over a horizontal line.

Lauren Tabas, Esquire  
Attorney for Plaintiff

S&K: 05-23892

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

Washington Mutual Bank, FA successor \*  
to North American Mortgage Company \*  
Plaintiff, \*

vs. \*

No. 2005-375-CD

Carole A. McCartney and \*  
Charles T. McCartney \*  
Defendants \*

Type of Pleading:  
Plaintiff's Petition to Continue  
Sheriff's Foreclosure on Real  
Property

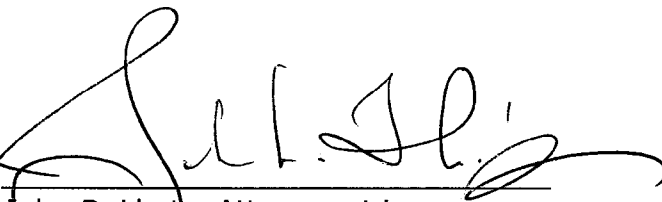
Filed on behalf of:  
Washington Mutual Bank, FA  
successor to North American  
Mortgage Company

COUNSEL OF RECORD FOR  
THIS PARTY:

John R. Lhota, Attorney at Law  
John R. Lhota, P. C.  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611

Supreme Court No. 22492

By:

  
John R. Lhota, Attorney at Law  
John R. Lhota, P. C.

**FILED** 2cc  
01/11/06  
JUL 28 2006 Amy Lhota  
William A. Shaw  
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF  
vs. Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

PLAINTIFF'S PETITION TO CONTINUE SHERIFF'S  
FORECLOSURE SALE ON REAL PROPERTY

Plaintiff/Petitioner, Washington Mutual Bank, FA successor to North American

Mortgage Company ("Plaintiff"), by and through its counsel, Shapiro & Kreisman, LLC, hereby  
files this Petition To Continue Sheriff's Foreclosure Sale On Real Property, and in support  
thereof, avers as follows:

1. Plaintiff filed its Complaint in Mortgage Foreclosure on real property situated at  
390 A Coulter Lane, Morrisdale, PA 16858 (the "Property") against Carole A. McCartney and  
Charles T. McCartney ("Defendants") on March 17, 2005. Plaintiff entered Judgment against  
Defendants in the above mortgage foreclosure action on June 1, 2005.
2. Plaintiff initially scheduled its Sheriff's Sale of the Property for May 5, 2006.
3. Upon learning that service of the Notice of Sheriff's upon Defendant had not been  
effectuated, Plaintiff requested a postponement of the Sheriff's sale to August 4, 2006.
4. Plaintiff has still been unable to serve the Notice of Sheriff's Sale upon  
Defendant.
5. Plaintiff respectfully requests that this Honorable Court grant Plaintiff's Petition  
to Continue the Sheriff's Sale from August 4, 2006 to November 3, 2006.


6. Said continuance will in no way prejudice Defendants.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant Plaintiff's Petition to Continue the Sheriff's Sale from August 4, 2006 to November 3, 2006, without further advertising, costs or notice.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY

  
Lauren Tabas, Esquire  
Attorney for Plaintiff

05-23892

VERIFICATION

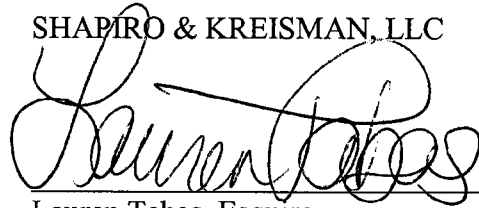
I hereby verify the facts set forth in the Petition to Continue the Sheriff's Sale on property situated at: 390 A Coulter Lane, Morrisdale, PA 16858 are true and correct to the best of my knowledge, information and belief. I understand false statements knowingly made herein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification of authorities.

Dated: \_\_\_\_\_

7/26/06

SHAPIRO & KREISMAN, LLC

BY: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read 'Lauren Tabas', written over a horizontal line.

Lauren Tabas, Esquire  
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company

PLAINTIFF

vs. Carole A. McCartney and Charles T.  
McCartney

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

### CERTIFICATE OF SERVICE

I, Lauren Tabas, Esquire of Shapiro & Kreisman, LLC, attorneys for Plaintiff,

Washington Mutual Bank, FA successor to North American Mortgage Company hereby certify

that a true and correct copy of the foregoing Petition to Continue Sheriff's Sale was sent on

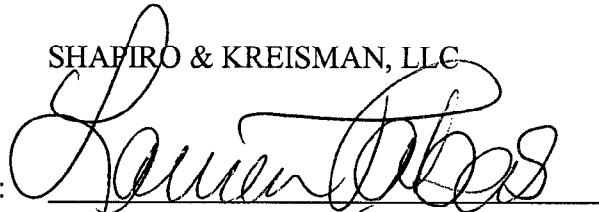
7/26/06 by first class mail, postage prepaid, to the following:

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

SHAPIRO & KREISMAN, LLC

BY:



Lauren Tabas, Esquire  
Attorney for Plaintiff



SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF  
vs. Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

ORDER


AND NOW, this 28 day of July, 2006, upon consideration of  
Plaintiff's Petition to Continue Sheriff's sale on Real Property situated at 390 A Coulter Lane,  
Morrisdale, PA 16858 and after notice of the filing of said Petition to Defendants, it is hereby

ORDERED that the Clearfield County Sheriff's sale on the aforementioned real property  
scheduled for August 4, 2006, be continued to November 3, 2006, at the location previously  
noticed on all parties without further advertising or notice necessary; and it is further

ORDERED that the Clearfield County Sheriff announce said continuance at the Sheriff's  
Sale on August 4, 2006; and it is further

ORDERED that a copy of this Order shall be served upon Defendants via first-class mail,  
postage pre-paid.

BY THE COURT:

  
J. **FILED**  
9/2:53Lm dcc Atty Lhota  
JUL 31 2006 @

William A. Shaw  
Prothonotary

DATE: 7-31-06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF  
vs. Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

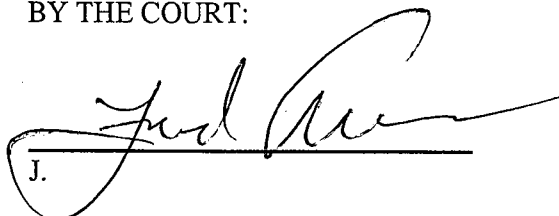
FILED

0/2:51 in 2006 ATT Lhok  
JUL 31 2006

William A. Shaw  
Prothonotary

AND NOW, this 28 day of July, 2006, upon consideration of  
Plaintiff's Motion and the Affidavit of Good Faith Investigation attached hereto, it is hereby  
ORDERED that service of the Notice of Sale and all subsequent pleadings on each defendant  
shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the  
Notice of Sale and all subsequent pleadings by certified mail and regular mail to the last known  
address as set forth in said Motion and Affidavit, that is Carole A. McCartney, Carole A.  
McCartney, 708 Decatur Street, Philipsburg, PA 16866, Carole A. McCartney, 207 Coulter  
Lane, Morrisdale, PA 16858, Carole A. McCartney, 159 Wildwood Lane, Morrisdale, PA 16858,  
Charles T. McCartney, Charles T. McCartney, 207 Coulter Lane, Morrisdale, PA 16858, Charles  
T. McCartney 124 Perks Street, #1, Phillipsburg, PA 16866; and the Sheriff or Marshal has  
posted a copy of the Notice of Sale or subsequent pleading on the most public part of the  
property which is the subject of this action in mortgage foreclosure, which is 390 A Coulter  
Lane, Morrisdale, PA 16858.

BY THE COURT:

  
J.

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

FILED <sup>NO CC</sup>  
AUG 16 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

NO: 05-375-CD

Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that she is a legal assistant for Plaintiff in the above case and that pursuant to the attached Court Order she has mailed a true and correct copy of the Notice of Sale in the above-captioned case to Defendant(s) by certified and regular mail, to the last known address of said Defendant(s) as follows: Carole A. McCartney, 708 Decatur Street, Philipsburg, PA 16866; 390 A Coulter Lane, Morrisdale, PA 16858; 159 Wildwood Lane , Morrisdale, PA 16858; 207 Coulter Lane, Morrisdale, PA 16858 and Charles T. McCartney, 207 Coulter Lane, Morrisdale, PA 16858; 124 Perks #1, Phillipsburg, PA 16866 on August 4, 2006 as evidenced by the receipts of mailing attached hereto and made a part hereof.

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties set forth in 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

DATED: 8-11-06

SHAPIRO & KREISMAN, LLC

BY:

Heather Doyle  
Heather Doyle  
Legal Assistant

05-23892

7006 0100 0006 1477 5433

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$2.79</b>



Sent To Charles T. McCartney  
 Street, Apt. No., or PO Box No. 24 Parks #1  
 City, State, ZIP+4 Phillipsburg, PA 16866

PS Form 3800, June 2002

See Reverse for Instructions

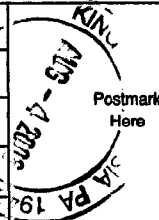
7006 0100 0006 1477 5402

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**OFFICIAL USE**

Postage	\$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$2.79</b>



Sent To Charles T. McCartney  
 Street, Apt. No., or PO Box No. 207 Coulter Lane  
 City, State, ZIP+4 Morrisdale, PA 16858

PS Form 3800, June 2002

See Reverse for Instructions

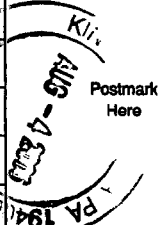
7006 0100 0006 1477 5396

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**OFFICIAL USE**

Postage	\$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$2.79</b>



Sent To Carole A. McCartney  
 Street, Apt. No., or PO Box No. 708 Decatur Street  
 City, State, ZIP+4 Phillipsburg, PA 16866

PS Form 3800, June 2002

See Reverse for Instructions

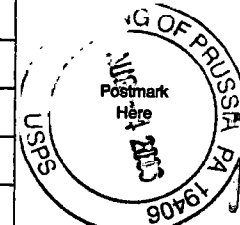
7006 0100 0006 1477 5372

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**OFFICIAL USE**

Postage	\$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$2.79</b>



Sent To Carole A. McCartney  
 Street, Apt. No., or PO Box No. 390 A Coulter Lane  
 City, State, ZIP+4 Morrisdale, PA 16858

PS Form 3800, June 2002

See Reverse for Instructions

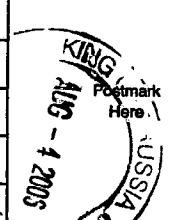
7006 0100 0006 1477 5389

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**OFFICIAL USE**

Postage	\$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$2.79</b>



Sent To Carole A. McCartney  
 Street, Apt. No., or PO Box No. 159 Wildwood Lane  
 City, State, ZIP+4 Morrisdale, PA 16858

PS Form 3800, June 2002

See Reverse for Instructions

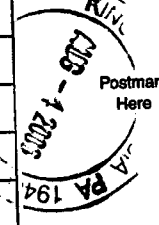
7006 0100 0006 1477 5426

**U.S. Postal Service™**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$2.79</b>



Sent To Carole A. McCartney  
 Street, Apt. No., or PO Box No. 207 Coulter Lane  
 City, State, ZIP+4 Morrisdale, PA 16858

PS Form 3800, June 2002

See Reverse for Instructions

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

**SHAPIRO & KREISMAN**  
3600 Horizon Drive  
Suite 150  
King Of Prussia, PA 19406

One piece of ordinary mail addressed to:

Charles T. McCartney  
124 Perks Street, #1  
Phillipsburg, PA 16866

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



02 1A  
0004336189 AUG 04 2006  
\$ 00.95  
UNITED STATES POSTAGE  
PRIMEV BOWES  
MAILED FROM ZIP CODE 19406

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

**SHAPIRO & KREISMAN**  
3600 Horizon Drive  
Suite 150  
King Of Prussia, PA 19406

One piece of ordinary mail addressed to:

Carole A. McCartney  
708 Decatur Street  
Phillipsburg, PA 16866

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



02 1A  
0004336189 AUG 04 2006  
\$ 00.95  
UNITED STATES POSTAGE  
PRIMEV BOWES  
MAILED FROM ZIP CODE 19406

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

**SHAPIRO & KREISMAN**  
3600 Horizon Drive  
Suite 150  
King Of Prussia, PA 19406

One piece of ordinary mail addressed to:

Carole A. McCartney  
310 A Coulter Lane  
Morristdale, PA 16858

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



02 1A  
0004336189 AUG 04 2006  
\$ 00.95  
UNITED STATES POSTAGE  
PRIMEV BOWES  
MAILED FROM ZIP CODE 19406

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

**SHAPIRO & KREISMAN**  
3600 Horizon Drive  
Suite 150  
King Of Prussia, PA 19406

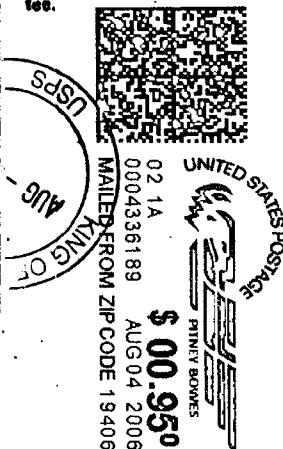
One piece of ordinary mail addressed to:

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



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**SHAPIRO & KREISMAN**  
3600 Horizon Drive  
Suite 150  
King Of Prussia, PA 19406

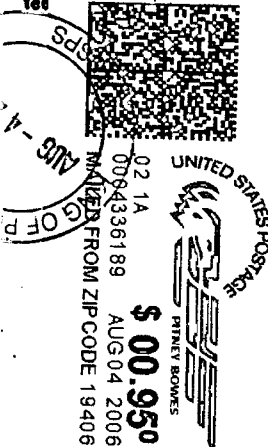
One piece of ordinary mail addressed to:

Charles A. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051

Affix fee here in stamps  
or meter postage and  
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Postmaster for current  
fee.



**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
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PROVIDE FOR INSURANCE—POSTMASTER

Received From:

**SHAPIRO & KREISMAN**  
3600 Horizon Drive  
Suite 150  
King Of Prussia, PA 19406

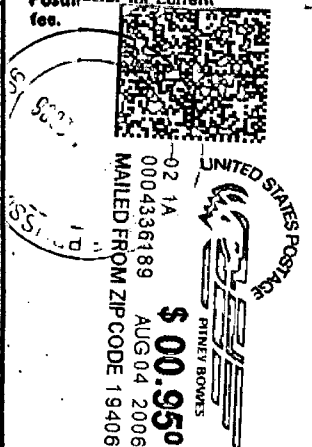
One piece of ordinary mail addressed to:

Charles A. McCartney  
159 Wildwood Lane  
Morrisdale, PA 16858

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20293

NO: 05-375-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
VS.

DEFENDANT: CAROLE A. MCCARTNEY AND CHARLES T. MCCARTNEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/02/2006

LEVY TAKEN 03/31/2006 @ 11:15 AM

POSTED 03/31/2006 @ 11:15 AM

SALE HELD 11/03/2006

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/14/2006

DATE DEED FILED 11/14/2006

PROPERTY ADDRESS 207 COULER LANE MORRISDALE , PA 16858

FILED  
02:54/21  
NOV 14 2006

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

08/08/2006 @ SERVED CAROLE A. MCCARTNEY

SERVED CAROLE A. MCCARTNEY, DEFENDANT, BY REG AND CERT MAIL BY COURT ORDER TO 708 DECATUR STREET, PHILIPSBURG, PENNSYLVANIA. CERT #70050390000372352046. RECEIVED REG & CERT MAIL 8/17/06 BACK IN SHERIFF OFFICE UNCALIMED.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

08/08/2006 @ SERVED CHARLES T. MCCARTNEY

SERVED CHARLES T. MCCARTNEY, DEFENDANT, BY REG. AND CERT. MAIL BY COURT ORDER TO 207 COULTER LAND, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000372352077. RETURNED UNCLAIMED TO SHERIFF'S OFFICE AUGUST 29, 2006.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTON, NOTICE OF SALE AND COPY OF THE LEVY.

08/09/2006 @ 9:17 AM SERVED CAROLE A. MCCARTNEY AND CHARLES T. MCCARTNEY

RE-POSTED THE PROPERTY WITH NEW NOTICE OF SALE AND THE ORDERS PER COURT ORDER.

08/08/2006 @ SERVED CAROLE A. MCCARTNEY

SERVED CAROLE A. MCCARTNEY, DEFENDANT, BY REG. AND CERT. MAIL PER COURT ORDER TO 159 WILDWOOD LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000372352060. RETURNED TO SHERIFF'S OFFICE AUGUST 29, 2006 UNCLAIMED.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED CAROLE A. MCCARTNEY

SERVED CAROLE A. MCCARTNEY, DEFENDANT, BY REG. & CERT. MAIL PER COURT ORDER TO 207 COULTER LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000372352053. RETURNED TO SHERIFF'S OFFICE UNCLAIMED 8/29/06.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20293  
NO: 05-375-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
vs.  
DEFENDANT: CAROLE A. MCCARTNEY AND CHARLES T. MCCARTNEY

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

08/08/2006 @ SERVED CAROLE A. MCCARTNEY

SERVED CAROLE A. MCCARTNEY, DEFENDANT, BY REG AND CERT MAIL BY COURT ORDER TO 708 DECATUR STREET, PHILIPSBURG, PENNSYLVANIA. CERT #70050390000372352046. RECEIVED REG & CERT MAIL 8/17/06 BACK IN SHERIFF OFFICE UNCALIMED.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

08/08/2006 @ SERVED CHARLES T. MCCARTNEY

SERVED CHARLES T. MCCARTNEY, DEFENDANT, BY REG. AND CERT. MAIL BY COURT ORDER TO 207 COULTER LAND, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000372352077. RETURNED UNCLAIMED TO SHERIFF'S OFFICE AUGUST 29, 2006.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTON, NOTICE OF SALE AND COPY OF THE LEVY.

08/09/2006 @ 9:17 AM SERVED CAROLE A. MCCARTNEY AND CHARLES T. MCCARTNEY

RE-POSTED THE PROPERTY WITH NEW NOTICE OF SALE AND THE ORDERS PER COURT ORDER.

08/08/2006 @ SERVED CAROLE A. MCCARTNEY

SERVED CAROLE A. MCCARTNEY, DEFENDANT, BY REG. AND CERT. MAIL PER COURT ORDER TO 159 WILDWOOD LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000372352060. RETURNED TO SHERIFF'S OFFICE AUGUST 29, 2006 UNCLAIMED.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED CAROLE A. MCCARTNEY

SERVED CAROLE A. MCCARTNEY, DEFENDANT, BY REG. & CERT. MAIL PER COURT ORDER TO 207 COULTER LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000372352053. RETURNED TO SHERIFF'S OFFICE UNCLAIMED 8/29/06.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED CHARLES T. MCCARTNEY

SERVED CHARLES T. MCCARTNEY, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 124 PERKS STREET, #1, PHILIPSBURG, PENNSYLVANIA. CERT #70050390000372352084. RETURNED TO SHERIFF'S OFFICE 8/28/06 UNCLAIMED.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED

NOW, MAY 5, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MAY 5, 2006 TO AUGUST 4, 2006

@ SERVED

NOW, AUGUST 4, 2006 RECEIVED A COURT ORDER TO CONTINUE THE SHERIFF SALE SCHEDULED FOR AUGUST 4, 2006 TO NOVEMBER 3, 2006.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20293

NO: 05-375-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
vs.

DEFENDANT: CAROLE A. MCCARTNEY AND CHARLES T. MCCARTNEY

Execution REAL ESTATE

SHERIFF RETURN

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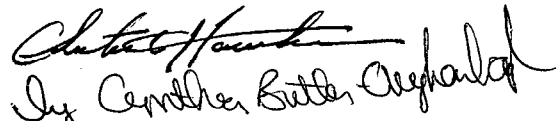
SHERIFF HAWKINS \$357.98

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Washington Mutual Bank, FA successor to North  
American Mortgage Company  
PLAINTIFF

VS.

Carole A. McCartney and Charles T. McCartney  
DEFENDANT(S)

SS

No: 05-375-CD

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

390 A Coulter Lane, Morrisdale, PA 16858  
See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due

\$80,033.53

Interest from June 2, 2005 to

\$ \_\_\_\_\_

Costs to be added

145.00 Prothonotary costs

Seal of Court

  
PROTHONOTARY

Date: 3/1/06

\_\_\_\_\_  
Deputy Prothonotary

Received March 2, 2006 @ 3:30 P.M.  
Cristen A. Haeuber  
By Christina B. [unclear]

**No: 05-375-CD**

Washington Mutual Bank, FA successor to North  
American Mortgage Company

**vs.**

Carole A. McCartney  
708 Decatur Street  
Philipsburg, PA 16866

Charles T. McCartney  
207 Coulter Lane  
Morrisdale, PA 16858



Joseph Rejent, Esquire

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

Joseph Rejent, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an axle corner on line of lot No. 1 (Deborah K. Hubler) of which this was a part and on the Northern right of way of an existing 20 foot right of way; Thence along the Eastern line of (Lot No. 1) N 6 degrees 17' 00" E a distance of 344.64 feet to an axle corner on line of lands of David R. and Deborah K. Schoening; Thence along line of lands of David R. and Deborah K. Schoening S 82 degrees 39' 00" E, a distance of 309.77 feet to an existing iron pipe corner on lands of Deborah K. Hubler and Shirley J. Harvey; Thence along line of lands of Deborah K. Hubler and Shirley J. Harvey, S 2 degrees 47' 45" W a distance 341.18 feet to an iron pin corner on the North side of an existing 20 foot right of way; Thence these (2) following courses and distances along the Northern right of way of an existing 20 foot right of way; N 83 degrees 49' 00" W a distance of 20 feet to an iron pin corner; thence still by same N 83 degrees 24' 00" W a distance of 310.47 feet to an axle corner the place of beginning. Containing 2.5171 acres. Situate in Graham Township, Clearfield County, Pennsylvania. Being a portion of same by deed of Shirley J. Harvey and Deborah K. Hubler dated January 2, 1996 and recorded in Clearfield County in Deed Book 1797, Page 396.

BEING the same premises which Deborah K. Hubler, a single individual, by Deed dated October 5, 2001 and recorded in the Clearfield County Recorder of Deeds Office on October 12, 2001 in Instrument No. 200116412, granted and conveyed unto Charles T. McCartney and Carole A. McCartney, husband and wife.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CAROLE A. MCCARTNEY

NO. 05-375-CD

NOW, November 14, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 03, 2006, I exposed the within described real estate of Carole A. McCartney And Charles T. McCartney to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION 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	25.81
LEVY	15.00
MILEAGE	11.57
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	33.79
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	25.81
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$357.98</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	80,033.53
INTEREST @ %	0.00
FROM TO 11/03/2006	

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>\$80,073.53</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	453.94
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	357.98
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,311.42</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

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company

PLAINTIFF

vs. Carole A. McCartney and Charles T.  
McCartney

DEFENDANTS

FILED

0/2:51 in 2cc Atty Lhok  
JUL 31 2006

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

AND NOW, this 28 day of July, 2006, upon consideration of  
Plaintiff's Motion and the Affidavit of Good Faith Investigation attached hereto, it is hereby  
ORDERED that service of the Notice of Sale and all subsequent pleadings on each defendant  
shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the  
Notice of Sale and all subsequent pleadings by certified mail and regular mail to the last known  
address as set forth in said Motion and Affidavit, that is Carole A. McCartney, Carole A.  
McCartney, 708 Decatur Street, Philipsburg, PA 16866, Carole A. McCartney, 207 Coulter  
Lane, Morrisdale, PA 16858, Carole A. McCartney, 159 Wildwood Lane, Morrisdale, PA 16858,  
Charles T. McCartney, Charles T. McCartney, 207 Coulter Lane, Morrisdale, PA 16858, Charles  
T. McCartney 124 Perks Street, #1, Phillipsburg, PA 16866; and the Sheriff or Marshal has  
posted a copy of the Notice of Sale or subsequent pleading on the most public part of the  
property which is the subject of this action in mortgage foreclosure, which is 390 A Coulter  
Lane, Morrisdale, PA 16858.

BY THE COURT:

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

AUG 02 2006

Attest.

William A. Shaw  
Prothonotary/  
Clerk of Courts

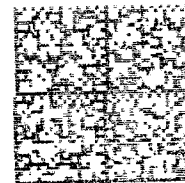
J.



**CHESTER A. HAWKINS**  
**SHERIFF**  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7005 0390 0003 7235 2060



Header

016

\$0.08

US 1

CAROLE A. MCCARTNEY  
159 WILDWOOD LANE  
MORRISDALE PA 16858



- ☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/ STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
☐ UNABLE TO FORWARD
- ☐ OTHER





DECLASSIFIED  
AUG 28 2006  
DPA

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88

Postmark: AUG 2 2006 CLEARFIELD PA

Sent To: CAROLE A. MCCARTNEY  
 Street, Apt. No.: 708 DECATUR STREET  
 or PO Box No.: PHILPSBURG, PA 16866  
 City, State, ZIP+4:

PS Form 3800, June 2002 See Reverse for Instructions

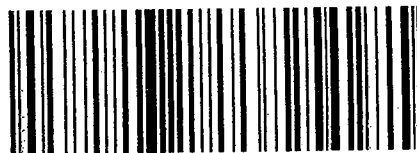
9402 5E22 E000 06E0 5002



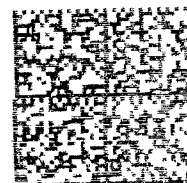
**CHESTER A. HAWKINS**  
**SHERIFF**  
 COURTHOUSE  
 1 NORTH SECOND STREET - SUITE 116  
 CLEARFIELD, PENNSYLVANIA 16830

*Rec. 8/17/02*

**CERTIFIED MAIL™**



7005 0390 0003 7235 2046



Haster

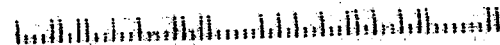
0  
\$  
Mail  
US

CAROLE A. MCCARTNEY  
 708 DECATUR STREET  
 PHILPSBURG, PA 16866

MCCA708\* 168662016 1605 02  
 FORWARD TIME EXP RTN TO SEI  
 MCCARTNEY CAROLE A  
 159 WILD WOOD LN  
 MORRISDALE PA 16858-8042

RETURN TO SENDER

16866+2614-08 16866/2438



PLACE STICKER TOP OF ENVELOPE TO THE RIGHT

**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:

CAROLE A. MCCARTNEY  
708 DECATUR STREET  
PHILPSBURG, PA 16866

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

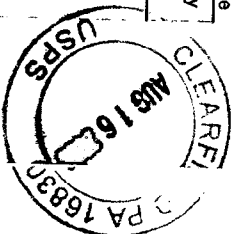
(Transfer from service label)

7005 0390 0003 7235 2046

PS Form 3811, February 2004

Domestic Return Receipt

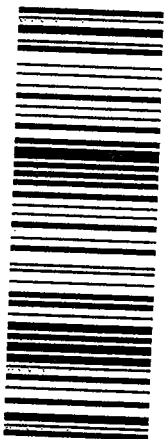
102595-02-M-1540



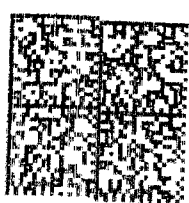


CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

100  
6/29



7005 0390 0003 7235 2053



Hasler

016416505405  
\$04.880  
08/08/2006  
Mailed From 16830  
US POSTAGE

CAROLE A. MCCARTNY  
207 COULTER LANE  
MORRISDALE, PA 16858

- ☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

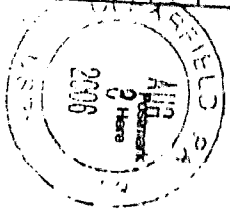
UNCLAIMED  
RTS  
RETURN TO SENDER

7005 0390 0003 7235 2053

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only - No International Mail)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4  
CAROLE A. MCCARTNY  
207 COULTER LANE  
MORRISDALE, PA 16858  
PS Form 3800, June 2002  
See Reverse for Instructions

USE STICKER AT TOP OF ENVELOPE TO THE RIGHT

**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:

CAROLE A. MCCARTNY  
207 COULTER LANE  
MORRISDALE, PA 16858

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

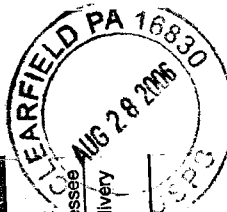
102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<input type="checkbox"/> Agent
<b>X</b>	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below:	

3. Service Type	<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	

7005 0390 0003 7235 2053





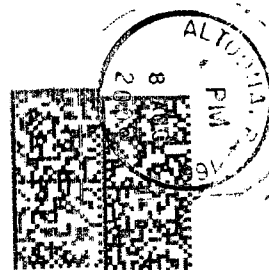
CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

1005  
8/11/06

CAROLE A. MCCARTNEY  
708 DECATUR STREET  
PHILIPSBURG, PA 16866

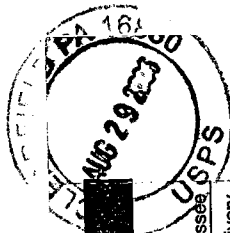
16866+2614-08 16866/2436

MCCARTNEY CAROLE A  
708 DECATUR STREET  
PHILIPSBURG, PA 16866  
RETURN TO SENDER



Hasler  
\$00.630  
08/08/2006  
Mailed From 16830  
US POSTAGE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE



**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:

CHARLES T. MCCARTNEY  
207 COULTER LANE  
MORRISDALE, PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- 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)

7005 0390 0003 7235 2077

PS Form 3811, February 2004

Domestic Return Receipt

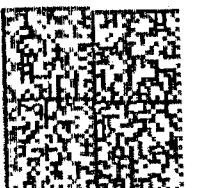
102595-02-M-1540



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7005 0390 0003 7235 2077



Hasler

016H16505405  
\$04.880  
08/08/2006  
Mailed From 16830  
US POSTAGE

CHARLES T. MCCARTNEY  
207 COULTER LANE  
MORRISDALE, PA 16858

☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

UNCLAIMED

RTS  
RETURN TO SENDER

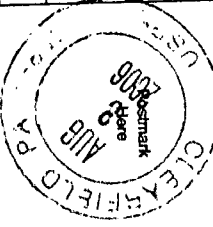
7005 0390 0003 7235 2077

U.S. Postal Service<sup>™</sup>  
CERTIFIED MAIL<sup>™</sup> 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	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To \_\_\_\_\_  
Street, Apt. No., \_\_\_\_\_  
or PO Box No. \_\_\_\_\_  
City, State, ZIP+4 \_\_\_\_\_  
CHARLES T. MCCARTNEY  
207 COULTER LANE  
MORRISDALE, PA 16858  
PS Form 3800, June 2002 See Reverse for Instructions



NEW DELIVERY

**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:

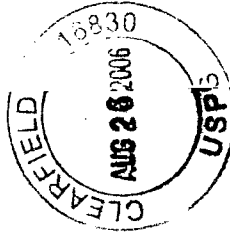
CHARLES T. MCCARTNEY  
124 PERKS STREET, #1  
PHILIPSBURG, PA 16866

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		<input type="checkbox"/> No
If YES, enter delivery address below:		

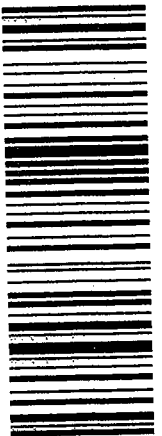
3. Service Type	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	7005 0390 0003 7235 2084
PS Form 3811, February 2004	Domestic Return Receipt
	102595-02-M-1540

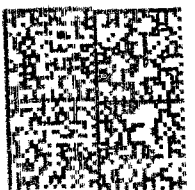




CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7005 0390 0003 7235 2084



Hasler

016H6505405  
\$04.88  
08/08/2006  
Mailed From 16830  
US POSTAGE

105  
418

ALL  
8-9-06  
8:18  
8:21

CHARLES T. MCCARTNEY  
124 PERKS STREET #1  
PHIL  
A ☐ INSUFFICIENT ADDRESS  
C ☐ ATTEMPTED NOT KNOWN  
S ☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

RETURNED  
OTHER  
RTS  
RETURN TO SENDER

7005 0390 0003 7235 2084

U.S. Postal Service<sup>™</sup>  
**CERTIFIED MAIL<sup>™</sup> 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	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To  
Street, Apt. No.,  
or PO Box No. CHARLES T. MCCARTNEY  
124 PERKS STREET #1  
City, State, ZIP+4 PHILPSBURG, PA 16866

PS Form 3800, June 2002 See Reverse for Instructions

SK

**SHAPIRO & KREISMAN, LLC**

ATTORNEYS AT LAW

2520 Renaissance Blvd, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

**GERALD M. SHAPIRO***Admitted in Illinois and Florida Only***DAVID S. KREISMAN***Admitted in Illinois Only***KEVIN DISKIN***Managing Attorney***DANIELLE BOYLE-EBERSOLE + \*****MEGAN D.H. SMITH + ~****ILANA ZION***+ Also Licensed in New Jersey**~ Also Licensed in New York**\* Also Licensed in Michigan*

May 5, 2006

Office of the Sheriff of Clearfield County

Attn: Cindy 814-765-5915

Re: Washington Mutual Bank, FA successor to North American Mortgage Company  
vs. Carole A. McCartney and Charles T. McCartney  
C.P. #05-375-CD,  
Sale Date: May 5, 2006  
Our File # 05-23892

Dear Sir or Madam:

Kindly continue the above-referenced sale until August 4, 2006.

Thank you for your anticipated cooperation. If you have any questions or problems,  
please do not hesitate to contact me directly.

Very truly yours,



Heather Doyle  
Legal Assistant

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF

vs. Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

ORDER

AND NOW, this 28 day of July, 2006, upon consideration of  
Plaintiff's Petition to Continue Sheriff's sale on Real Property situated at 390 A Coulter Lane,  
Morrisdale, PA 16858 and after notice of the filing of said Petition to Defendants, it is hereby

ORDERED that the Clearfield County Sheriff's sale on the aforementioned real property  
scheduled for August 4, 2006, be continued to November 3, 2006, at the location previously  
noticed on all parties without further advertising or notice necessary; and it is further

ORDERED that the Clearfield County Sheriff announce said continuance at the Sheriff's  
Sale on August 4, 2006; and it is further

ORDERED that a copy of this Order shall be served upon Defendants via first-class mail,  
postage pre-paid.

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

AUG 02 2006

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

BY THE COURT:

*J. L. Lhotka*  
J.  
**FILED**  
O/2:53pm  
JUL 31 2006  
d/cc Atty Lhotka  
CR

William A. Shaw  
Prothonotary

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23892

Washington Mutual Bank, FA successor to  
North American Mortgage Company  
PLAINTIFF  
vs. Carole A. McCartney and Charles T.  
McCartney  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD.

RECEIVED

JUL 28 2006

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

CLERK OF COURT  
ADMINISTRATIVE  
OFFICE

(a) If service cannot be made under the applicable rule the Plaintiff may move the Court for a special Order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the Defendant and the reasons why service cannot be made.

Note

A Sheriff's Return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of a good faith effort to locate the Defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As set forth in the Plaintiff's Return of Service, marked Exhibit "A", the Sheriff has been unable to serve the Notice of Sale. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation, marked Exhibit "B".


WHEREFORE, Plaintiff respectfully requests service of the Notice of Sale and all subsequent pleadings by regular mail and certified mail and by posting of the mortgaged premises by the Sheriff.

Date:

7/26/06

SHAPIRO & KREISMAN, LLC

BY:

A handwritten signature in cursive script, appearing to read "Lauren Tabas", written over a horizontal line.

Lauren Tabas, Esquire  
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC  
BY: LAUREN TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
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Washington Mutual Bank, FA successor to  
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PLAINTIFF

vs. Carole A. McCartney and Charles T.  
McCartney

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-375-CD

JUL 5 8 2006

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF**  
**ITS PETITION TO CONTINUE SHERIFF'S SALE OF REAL PROPERTY**

Pa.R.C.P. Rule 3129.3(b) states that:

If the sale is stayed, continued, postponed or adjourned to a date certain within one hundred days of the scheduled sale, and public announcement thereof, including the new date, is made to the bidders assembled at the time and place originally fixed for the sale, no new notice shall be required, but there may be only one such stay, continuance, postponement or adjournment without new notice.

Pursuant to Pa.R.C.P. Rule 3129.3(a), new notice of the sale is not necessary if, by special Order of Court, the sale is stayed, continued, postponed or adjourned more than one time.

In the instant matter, as more thoroughly set forth in the Petition, the Sheriff's sale of the Property was initially scheduled by Plaintiff for May 5, 2006, but was continued to August 4, 2006. For the reasons set forth in the Petition, Plaintiff requests a continuance of November 3, 2006 in order to comply with notice provisions contained in Pa.R.C.P. Rule 3129.2(c)(3).

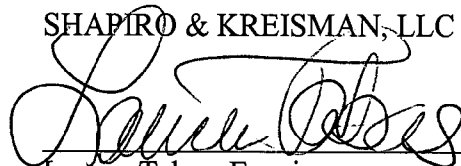
Defendants are in no way prejudiced by the Plaintiff's Petition for a Continuance.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court continue the Sheriff's sale of the Property to November 3, 2006, without further advertising, costs or notice.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:



Lauren Tabas, Esquire  
Attorney for Plaintiff

Dated: 7/26/06

S&K 05-23892