

05-393-CD
Wells Fargo Bank, N.A.

Wells Fargo et al v. Randy Katalisky
2005-393-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100323
NO: 05-393-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: RANDY M. REFALSKY

SHERIFF RETURN

NOW, April 08, 2005 AT 12:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY M. REFALSKY DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2nd ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDY M. REFALSKY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

cf FILED
12:57 PM
APR 22 2005

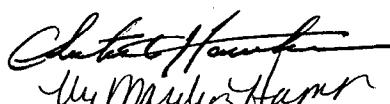
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	31547	10.00
SHERIFF HAWKINS	UDREN	31547	44.92

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

v.

Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

(Esw)
FILED *RCShff*
m/10:57:01
MAR 21 2005 *Any pd.*
85.00

William A. Shaw
Prothonotary/Clerk of Courts

NO. *05-393-CD*

COMPLAINT IN MORTGAGE FORECLOSURE

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 GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascentar una comparencia escrita o en persona o con un abogado y entregar a 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 dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u 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.

**David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: H & R Block Mortgage Corporation

Assignments of Record to: Option One Mortgage Corporation

Recording Date: 03/04/02 Instru No. 200403209

Assignor: Option One Mortgage Corporation

Assignee: Wells Fargo Bank, N.A., as Trustee for Option One Woodbridge Loan Trust 2004-1

Recording Date: **LODGED FOR RECORDING**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 307 Ida Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Chester Hill Borough

COUNTY: Clearfield

DATE EXECUTED: 06/18/03

DATE RECORDED: 06/26/03 Instru No. 200311201

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 3/18/05:

Principal of debt due	\$38,816.95
Unpaid Interest at 11.2% * from 8/1/04 to 3/18/05 (the per diem interest accruing on this debt is \$11.91 and that sum should be added each day after 3/18/05)	2,739.30
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$87.35 and that sum should be added on the first of each month after 3/18/05)	0
Late Charges (monthly late charge of \$22.64 should be added in accordance with the terms of the note each month after 3/18/05)	158.48
Attorneys Fees (anticipated and actual to 5% of principal)	<u>1,940.85</u>
TOTAL	\$44,260.58

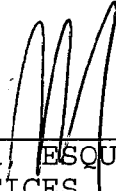
* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania

Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$44,260.58 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL that certain message, tenement and lot of ground situate in Chester Hill Borough, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Ida Street; thence North thirty-six (36) degrees West on Ida Street, a distance of Thirty and seven-tenths (30.7) feet to a post; thence South fifty-four (54) degrees and thirty (30) minutes West by a parallel with Walton Street, a distance of one hundred and seventy (170) feet to line of Public Alley; thence along said Public Alley South thirty-six (36) degrees East a distance of thirty and seven-tenths (30.7) feet to a post; thence North fifty-four (54) degrees and thirty (30) minutes East by a line parallel with Walton Street, a distance of one hundred and seventy (170) feet to a point on Ida Street, and the place of beginning. Having erected thereon a two story frame dwelling and necessary outbuildings.

647/0011235744/OP010/1/9/000000000000

January 12, 2005

Randy M Refalsky
307 Ida St
Philipsburg, PA 16866-2729

Homeowners Name: Randy M Refalsky
Property Address: 307 Ida St, Philipsburg PA 16866
Loan Account No.: 0011235744
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Servicer: Option One Mortgage Corporation

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

EXHIBIT A

OP010 (Page 1 of 9)

647/0011235744/OP010/2/9/000000000000

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 designated consumer credit counseling agencies listed at the end of this Notice.

THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO
NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
PF: 1 SC F 2 SC B



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,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397
(Persons with impaired hearing can call (717) 780-1869 or visit the
Pennsylvania Housing Finance Agency website at www.phfa.org. 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

PF: 1 SC F 2 SC B
within thirty (30) days of your face-to-face meeting.

(Page 2 of 9)

OP010 021 R37

647/0011235744/OP011/3/9/00000000000000

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

PF: 1 SC F

↑←



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.

(Page 3 of 9)

OP011 016 R37

647/0011235744/OP012/4/9/0000000000000

Re: Loan No. 0011235744

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:
307 Ida St, Philipsburg PA 16866

IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments: 4 MONTHS @ \$ 464.66
1 MONTHS @ \$ 492.39
\$ 2351.03

PF: 1 SC F 2 SC B

(b) Previous late charges; \$ 226.40

(c) Other charges; Escrow, Inspection,
NSF checks \$.00

(d) Other provisions of the mortgage obligation,
if any \$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE \$ 2577.43

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not
applicable):

OP012 (Page 4 of 9)

647/0011235744/OP012/5/9/00000000000000

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 \$2577.43, 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 send to:

Overnight Mail Address Western Union Quick Collect

4600 Touchton Rd E Pay to: Option One Mortgage Corporation
Bldg 200 Ste 102 Code City: OptionJax, Fl
Jacksonville, FL 32246
Mailstop: J1 CASH

You can cure any other default by taking the following action within thirty (30) days of the date of this letter. (Do not use if not

(applicable.)

(Page 5 of 9)

OP012 022 R37

647/0011235744/OP013/6/9/00000000000000

Re: Loan No. 0011235744

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

PF: 1 SC F considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your

mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be

sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender brings 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

PF: 1 SC F 2 SC B

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 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.

OP013 (Page 6 of 9)

647/0011235744/OP013/7/9/000000000000

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 (7) SEVEN 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.

(Page 7 of 9)

OP013 019 R37

647/0011235744/OP014/8/9/000000000000

Re: Loan No. 0011235744

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touchton Rd East Bldg 200 Ste 102
Attn: Ali Khansa
Address: Jacksonville, FL 32246
Phone Number: 904-996-1730
Fax Number: 1-866-497-1263
Contact Person: Ali Khansa
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday and Saturday 8:00 a.m. to 5:00 p.m.

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

end your ownership of the mortgaged property and your right to occupy it.
If you continue to live in the property after the Sheriff's Sale, a
lawsuit to remove you and your furnishings and other belongings could
be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You ☐ may or ☒ may not (CHECK ONE) 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:

* 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 THIS 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 CURED 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.

PF: 1 SC F 2 SC B

OP014 (Page 8 of 9)

647/0011235744/OP014/9/9/00000000000000

* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.



* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

PF: 1 SC F 2 SC B

↑←



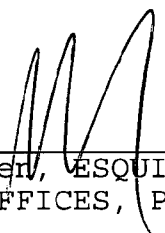
  (Page 9 of 9)



OP014 021 R37

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Randy M. Refalsky
Defendant(s)

NO. 2005-00393-CD

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the
Verification attached to the Complaint in Mortgage Foreclosure with
regard to the captioned matter.

DATED: May 13, 2005

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire
Attorney for Plaintiff

FILED

MAY 16 2005

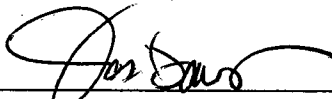
m/12:45/6
William A. Shaw
Prothonotary
LCENT to ATT

V E R I F I C A T I O N

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 the 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.

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

Date: _____



Name:
Title:
Company:

Randy M. Refalsky
Loan #0011235744
MJU #05030141

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

FILED

v.

Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866
Defendant(s)

NO. 2005-00393-CD

MAY 16 2005

W/4:00/16
William A. Shaw
Prothonotary

NOTICE TO DEPT.
STATENM TO ATA

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Randy M. Refalsky** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$44,260.58
Interest Per Complaint	666.96
From 03/19/05 to 05/13/05	
Late charges per Complaint	22.64
From 03/19/05 to 05/13/05	
Escrow payment per Complaint	<u>174.70</u>
From 03/19/05 to 05/13/05	

TOTAL \$45,124.88

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: May 16, 2005

PRO PROTHY

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as Trustee for
Option One Woodbridge Loan Trust 2004-1
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Randy M. Refalsky
Defendant

NO. 2005-00393-CD

TO: Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866

DATE of Notice: May 2, 2005

IMPORTANT NOTICE

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 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.


LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN 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 ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

/s/ 
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-482-6900

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 2005-00393-CD

v.
Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866
Defendant(s)

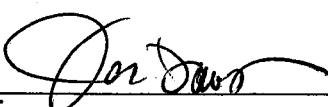
AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF
COUNTY OF

:
:
: SS

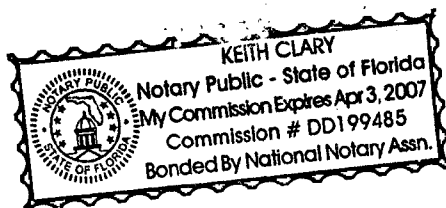
THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Randy M. Refalsky
Age: Over 18
Residence: As captioned above
Employment: Unknown


Name:
Title:
Company:

Sworn to and subscribed
before me this ^{4th} day
of April 2005.


Notary Public



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

Wells Fargo Bank, N.A.
Option One Woodbridge Loan Trust 2004-1
Plaintiff(s)

No.: 2005-00393-CD

Real Debt: \$45,124.88

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randy M. Refalsky
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 16, 2005

Expires: May 16, 2010

Certified from the record this May 16, 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

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

v.

Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2005-00393-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due \$45,124.88

Interest From 05/14/05
to Date of Sale \$
Per diem @\$11.91

(Costs to be added) \$

Prothonotary costs \$ 145.00

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED

MAY 16 2005

m/4:00/6

William A. Shaw
Prothonotary

1 cent to ATTY

1 cent to SHFL

6 units to SHFL

ALL that certain messuage, tenement and lot of ground situate in Chester Hill Borough, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Ida Street; thence North thirty-six (36) degrees West on Ida Street, a distance of Thirty and seven-tenths (30.7) feet to a post; thence South fifty-four (54) degrees and thirty (30) minutes West by a parallel with Walton Street, a distance of one hundred and seventy (170) feet to line of Public Alley; thence along said Public Alley South thirty-six (36) degrees East a distance of thirty and seven-tenths (30.7) feet to a post; thence North fifty-four (54) degrees and thirty (30) minutes East by a line parallel with Walton Street, a distance of one hundred and seventy (170) feet to a point on Ida Street, and the place of beginning. Having erected thereon a two story frame dwelling and necessary outbuildings.

BEING KNOWN AS: 307 IDA STREET, PHILIPSBURG, (CHESTER HILL
BOROUGH) PA 16866

PROPERTY ID NO.: 3.0-P12-335-66

TITLE TO SAID PREMISES IS VESTED IN RANDY M. REFALSKY BY DEED FROM MARJORIE DAHLGREN, ATTORNEY-IN-FACT FOR PEARL W. MORRISON DATED 05/12/95 RECORDED 05/12/95 IN DEED BOOK 1675 PAGE 368.

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

FILED NO
m/2:05/05
SEP 29 2005

William A. Shaw
Prothonotary Clerk of Courts

v.

Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866
Defendant(s)

NO. 2005-00393-CD

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P. RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.

2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".

3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".

4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

This Affidavit is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: September 16, 2005

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2005-00393-CD

v.
Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866
Defendant(s)

DATE: August 4, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): Randy M. Refalsky

PROPERTY: 307 Ida Street, (Chester Hill Borough)
Philipsburg, PA 16866

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on October 7, 2005, at 10:00 AM, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT A

Name and Address of Sender

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

Line	Article Number	Name of Addressee, Street, and Post Office Address	Registered Mail			Return Receipt for Merchandise			Check appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.							
			<input type="checkbox"/> Registered	<input type="checkbox"/> Insured	<input type="checkbox"/> COD	<input type="checkbox"/> Certified	<input type="checkbox"/> Registered	<input type="checkbox"/> Merchandise	<input type="checkbox"/> Int'l Recorded Del.	<input type="checkbox"/> Express Mail	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	REFALSKY	REAL ESTATE TAX DEPT: 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830																	
2	050304	DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830																	
3	CLEARFIE LD COUNTY	COMMONWEALTH OF PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, DEPT. 280946, HARRISBURG, PA 17128-0946																	
4	10/7	TENANTS/OCCUPANTS 307 IDA STREET PHILIPSBURG (CHESTER HILL BOROUGH) PA 16866																	
5																			
6	JODIE																		
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			

Total Number of Pieces by Sender: 4

Total Number of Pieces Received at Post Office: 4

Postmaster, Per (Name of Receiving Employee): *g/r*

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 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 third and forth class parcels.

Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20170
NO: 05-393-CD

PLAINTIFF: WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE WOODBRIDGE LOAN TRUT 2004-1
ASSET BACKED CERTIFICATES SERIES 2004-1

vs.

DEFENDANT: RANDY M. REFALSKY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/17/2005

LEVY TAKEN 07/28/2005 @ 9:17 AM

POSTED 07/28/2005 @ 9:17 AM

SALE HELD 10/07/2005

SOLD TO WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE WOODBRIDGE LOAN TRUT
2004-1 ASSET BACKED CERTIFICATES SERIES 2004-1

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/07/2005

DATE DEED FILED 11/07/2005

PROPERTY ADDRESS 307 IDA STREET PHILIPSBURG , PA 16866

SERVICES

08/02/2005 @ 11:42 AM SERVED RANDY M. REFALSKY

SERVED RANDY M. REFALSKY, DEFENDANT, AT HIS RESIDENCE 307 IDA STREET, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO HEATHER REED, DAUTHER/AAR

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

FILED
013:45/01
NOV 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20170
NO: 05-393-CD

PLAINTIFF: WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE WOODBRIDGE LOAN TRUT 2004-1
ASSET BACKED CERTIFICATES SERIES 2004-1

vs.

DEFENDANT: RANDY M. REFALSKY

Execution REAL ESTATE

SHERIFF RETURN


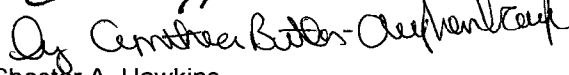
SHERIFF HAWKINS \$224.32

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Woodbridge Loan Trust 2004-1
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

v.

Randy M. Refalsky
307 Ida Street
Philipsburg, PA 16866
Defendant(s)

NO. 2005-00393-CD

WRIT OF EXECUTION

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:

307 Ida Street
Philipsburg, (Chester Hill Borough) PA 16866
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$45,124.88

Interest From 05/14/05 \$
to Date of Sale _____
Per diem @\$11.91

Prothonotary costs \$ 145.00

(Costs to be added) \$ _____

By W. J. Udren Prothonotary
Clerk

Date May 16, 2005

Received May 17, 2005 @ 11:30 A.M.
Clerk A. H. H. H.
By Cynthia Butler - Clerk

COURT OF COMMON PLEAS
NO. 2005-00393-CD

Wells Fargo Bank, N.A., as Trustee for Option One Woodbridge Loan
Trust 2004-1

vs.

Randy M. Refalsky

WRIT OF EXECUTION

REAL DEBT \$ 45,124.88

INTEREST \$

from 05/14/05 to

Date of Sale

Per diem @\$11.91

COSTS PAID:

PROTHY \$

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

307 Ida Street
Phillipsburg, (Chester Hill Borough) PA 16866

Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
(856) 669-5400

ALL that certain messuage, tenement and lot of ground situate in Chester Hill Borough, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Ida Street; thence North thirty-six (36) degrees West on Ida Street, a distance of Thirty and seven-tenths (30.7) feet to a post; thence South fifty-four (54) degrees and thirty (30) minutes West by a parallel with Walton Street, a distance of one hundred and seventy (170) feet to line of Public Alley; thence along said Public Alley South thirty-six (36) degrees East a distance of thirty and seven-tenths (30.7) feet to a post; thence North fifty-four (54) degrees and thirty (30) minutes East by a line parallel with Walton Street, a distance of one hundred and seventy (170) feet to a point on Ida Street, and the place of beginning. Having erected thereon a two story frame dwelling and necessary outbuildings.

BEING KNOWN AS: 307 IDA STREET, PHILIPSBURG, (CHESTER HILL
BOROUGH) PA 16866

PROPERTY ID NO.: 3.0-P12-335-66

TITLE TO SAID PREMISES IS VESTED IN RANDY M. REFALSKY BY DEED FROM MARJORIE DAHLGREN, ATTORNEY-IN-FACT FOR PEARL W. MORRISON DATED 05/12/95 RECORDED 05/12/95 IN DEED BOOK 1675 PAGE 368.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RANDY M. REFALSKY

NO. 05-393-CD

NOW, November 07, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 07, 2005, I exposed the within described real estate of Randy M. Refalsky to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE WOODBRIDGE LOAN TRUST 2004-1 ASSET BACKED CERTIFICATES SERIES 2004-1 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	12.96
LEVY	15.00
MILEAGE	12.96
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	12.96
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$224.32

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	45,124.88
INTEREST @ 11.9100 %	1,738.86
FROM 05/14/2005 TO 10/07/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$46,883.74
--------------------------------	--------------------

COSTS:

ADVERTISING	340.90
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	224.32
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,045.72

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