

05-526-CD

MidFirst Bank vs. T. Helms et al

2005-526-CD

MidFirst Bank v. Tiffany Holmes et al

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

*Prob*  
FILED *Atty pd.*  
85.00  
APR 14 2005  
4CCS1st

William A. Shaw *ice Atty*  
Prothonotary/Clerk of Courts

MIDFIRST BANK

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

*05-526-CD*

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

NOTICE

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

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

May 19, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*W. A. Shaw* GK  
Deputy Prothonotary

June 23, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*W. A. Shaw* GK  
Deputy Prothonotary

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES AND  
JASON E. KAHLEY,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANY L.  
KAHLEY AND JASON E. KAHLEY,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD  
SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendants, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY, are  
adult individuals whose last known address is 101 NORTH MAIN STREET MIFFLINTOWN, PA  
17059.
3. On or about, August 11, 2000, the said Defendants executed and delivered a Mortgage Note in the sum  
of \$54,971.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto  
and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to  
secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain  
real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and  
Commonwealth as Instrument Number 200011702 conveying to original Mortgagee the subject  
premises. The Mortgage was subsequently assigned to MIDFIRST BANK and was recorded in the  
aforesaid County as Instrument Number 200206605. Said Mortgage and Assignment is incorporated  
herein by reference.
5. The land subject to the Mortgage is: 334 OLIVE AVENUE DUBOIS, PA 15801 and is more  
particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on October 01, 2004 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,009.94
Interest at \$12.89 per day From 09/01/2004 To 05/01/2005 ( based on contract rate of 8.8750%)	\$3,119.38
Accumulated Late Charges Late Charges \$17.50 From 10/01/2004 to 05/01/2005	\$165.01 \$140.00
Escrow Deficit	\$302.60
Attorney's Fee at 5% of Principal Balance	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

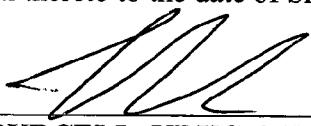
\*\*Together with interest at the per diem rate noted above after May 01, 2005 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated December 16, 2004, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the December 16, 2004 notices is attached hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.8750% (\$12.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

Multistate

## NOTE

FHA Case No.

442-2141815-703

August 11th, 2000

[Date]

334 OLIVE AVE DU BOIS, PA 15801

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents**

Dollars (U.S. \$ 54,971.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Eight and Seven Eighths** percent ( **8.875 %** ) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1st , 2000** . Any principal and interest remaining on the first day of **September , 2030** , will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **3000 Leadenhall Road Mount Laurel, NJ 08054** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 437.38 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

Exhibit 'A'

Original

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00 %**) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

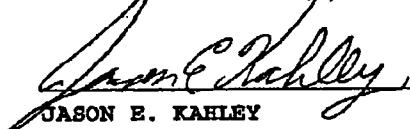
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

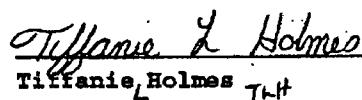
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



JASON E. KAHLEY

(Seal)

-Borrower



Tiffanie L. Holmes T.L.H

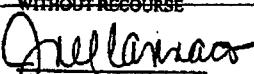
(Seal)

-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

PAY TO THE ORDER OF

\_\_\_\_\_  
WITHOUT RECOURSE  
  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Bill Jannisco  
Assistant Vice President  
Cendant Mortgage Corporation DRA  
PHH Mortgage Services, Inc.  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

**ALLONGE ATTACHMENT TO THE NOTE**

CENDANT REF: 0012399044  
INVESTOR REF: 46013981

Allonge to that certain note dated 08/11/2000

In the amount of \$ 54971

To: JASON E KAHLEY  
TIFFANIE L HOLMES

Premises: 334 OLIVE AVE  
DU BOIS, PA 15801

Pay to the order of :

without recourse this the June 19, 2003

Cendant Mortgage Corporation

By : *Melissa Siegel*  
Name : Melissa Siegel  
Title : Asst. Vice President

0012399044  
46013981  
533094  
KAHLEY, JASON E  
HOLMES, TIFFANIE L

Cendant Mortgage Corp. does hereby authorize Mid First Bank to cancel and delete the incorrect Note endorsement from PHH Mtg Serv Inc to Blank and replace the cancelled endorsement with the attached Allonge.

*Melissa Siegel*  
Melissa Siegel  
Asst. Vice President  
Cendant Mortgage Corp.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

Exhibit "B"



Midland Mortgage Co.  
999 N W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone. (405) 426-1200 Fax. (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

COL  
JASON E KAHLEY  
334 OLIVE AVE  
DU BOIS PA 15801-1928

4699	U.S. Pos CERTI (Domestic)
8882	For delivery
0750	Card
0001	Return Rec (Endorsement R)
7004	Restricted Deli (Endorsement R)
	Total Postage
	Sent To
	Street, Apt No. or PO Box No. City, State, ZIP

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

*Exhibit C"*

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at

1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981

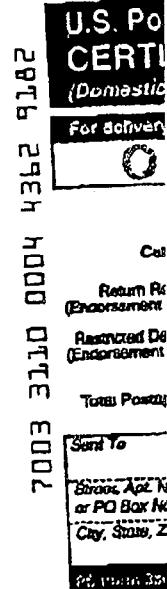


Midland Mortgage Co.  
999 N.W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone: (405) 426-1200 Fax: (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

COL  
TIFFANIE L HOLMES  
334 OLIVE AVE  
DU BOIS PA 15801-1928



**NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974**

RE: Loan # 46013981

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Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

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Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



## Midland Mortgage Co.

P.O. Box 26648  
Oklahoma City, Oklahoma  
Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO 6 OF 1974

DATE: 02/14/05

TO: JASON E KAHLEY  
101 N MAIN ST  
MIFFLINGTOWN, PA 17059-1006

RE MMC# 46013981  
FHA/VA/PMI# 4422141815703

Dear Mongagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgag Company and must be received at:

## Midland Mortgage Company

P O Box 268888

Oklahoma City, OK 73126-8888

not later than the dates and times specified herein.

In the event payment (as specified in the preceding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

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(B) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also

U.S. Postage Certificate (Domestic) form. The form includes serial numbers 7000 1140 4000 0000 0000 7266 9119, a circular postmark, and postage indicia for First Class Mail.

include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

**AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED**, you have the right to **STOP** the foreclosure action any time up to **ONE (1) HOUR BEFORE** the commencement of the **SHERIFF'S SALE** by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with **REASONABLE LEGAL FEES ACTUALLY INCURRED**, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000.

Should you **FAIL** to reinstate the loan as outlined above, the mortgage premises will be **SOLD AT SHERIFF'S SALE**, which will take place approximately seven (7) to eleven (11) weeks following **SERVICE** of the Complaint in Mortgage Foreclosure, at which time your **OWNERSHIP** interest in mortgaged premises will be **TERMINATED**, and thereafter, if occupied, proceedings will be taken to **OBTAIN POSSESSION** of the real estate.

You have the right to **REFINANCE THE LOAN** with another lending institution or **TRANSFER THE PROPERTY** to another person, under and subject to the existing mortgage. That person will have the **SAME RIGHT TO CURE THE DEFAULT** as you have, subject to the same limitation and requirements.

You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Company  
Collection Department



Midland Mortgage Co.

P.O. Box 26648  
Oklahoma City, Oklahoma  
Phone (405) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE 02/14/05

TO: TIFFANIE L HOLMES  
101 N MAIN ST  
MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
FHA/VA/PMI# 4422141815703

Dear Mongagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgage Company and must be received at:

## Midland Mortgage Company

Minot, North Dakota  
P. O. Box 268888

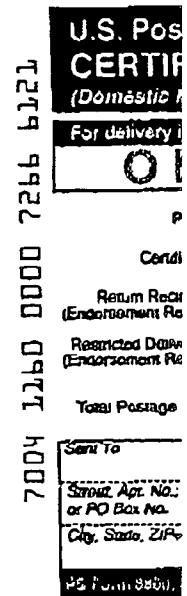
Oklahoma City, OK 73126-8888

not later than the dates and times specified herein.

In the event payment (as specified in the preceding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

(A) If you wish to **CURE THE DEFAULT** within thirty (30) days from the date of this letter, you must pay the **TOTAL AMOUNT DUE** stated above, plus an additional monthly installment if payment is made after the 1<sup>st</sup> day of the next month, plus an additional late charge if due at time of payment and not included above. A **LATE CHARGE** is due with each mortgage payment that is paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

(B) If payment is made **AFTER THIRTY (30) DAYS** from the date of this letter, but **BEFORE FORECLOSURE PROCEEDING** has been started, the amount you will have to pay will also



include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

**AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED**, you have the right to **STOP** the foreclosure action any time up to **ONE (1) HOUR BEFORE** the commencement of the **SHERIFF'S SALE** by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with **REASONABLE LEGAL FEES ACTUALLY INCURRED**, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000.

Should you **FAIL** to reinstate the loan as outlined above, the mortgage premises will be **SOLD AT SHERIFF'S SALE**, which will take place approximately seven (7) to eleven (11) weeks following **SERVICE** of the Complaint in Mortgage Foreclosure, at which time your **OWNERSHIP** interest in mortgaged premises will be **TERMINATED**, and thereafter, if occupied, proceedings will be taken to **OBTAIN POSSESSION** of the real estate.

You have the right to **REFINANCE THE LOAN** with another lending institution or **TRANSFER THE PROPERTY** to another person, under and subject to the existing mortgage. That person will have the **SAME RIGHT TO CURE THE DEFAULT** as you have, subject to the same limitation and requirements.

You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Company  
Collection Department

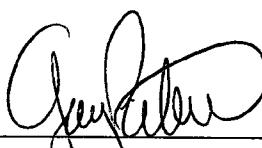
COMPANY NAME: MIDFIRST BANK

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 4/11/05

By 

Title Sue Miller President

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

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

APR 14 2005

Attest.

*Wm. B. Hall*  
Prothonotary/  
Clerk of Courts

MIDFIRST BANK

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

*05-526-CJ*

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

**NOTICE**

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

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

**AVISO**

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES AND  
JASON E. KAHLEY,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANY L.  
KAHLEY AND JASON E. KAHLEY,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD  
SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendants, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY, are  
adult individuals whose last known address is 101 NORTH MAIN STREET MIFFLINTOWN, PA  
17059.
3. On or about, August 11, 2000, the said Defendants executed and delivered a Mortgage Note in the sum  
of \$54,971.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto  
and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to  
secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain  
real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and  
Commonwealth as Instrument Number 200011702 conveying to original Mortgagee the subject  
premises. The Mortgage was subsequently assigned to MIDFIRST BANK and was recorded in the  
aforesaid County as Instrument Number 200206605. Said Mortgage and Assignment is incorporated  
herein by reference.
5. The land subject to the Mortgage is: 334 OLIVE AVENUE DUBOIS, PA 15801 and is more  
particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on October 01, 2004 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,009.94
Interest at \$12.89 per day From 09/01/2004 To 05/01/2005 ( based on contract rate of 8.8750%)	\$3,119.38
Accumulated Late Charges Late Charges \$17.50 From 10/01/2004 to 05/01/2005	\$165.01 \$140.00
Escrow Deficit	\$302.60
Attorney's Fee at 5% of Principal Balance	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

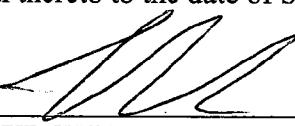
\*\*Together with interest at the per diem rate noted above after May 01, 2005 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated December 16, 2004, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the December 16, 2004 notices is attached hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 8.8750% (\$12.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

Multistate

## NOTE

FHA Case No.

442-2141815-703

August 11th, 2000

[Date]

334 OLIVE AVE DU BOIS, PA 15801

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents**

Dollars (U.S. \$ 54,971.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Eight and Seven Eighths percent ( 8.875 %)** per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1st , 2000** . Any principal and interest remaining on the first day of **September , 2030** , will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **3000 Leadenhall Road Mount Laurel, NJ 08054** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 437.38 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

 -1R (98011.03

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: TLH SK

*Exhibit 'A'*

Original

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00 %**) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

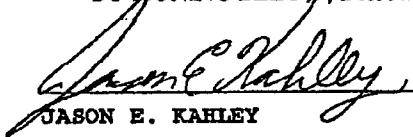
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

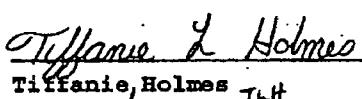
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



Jason E. Kahley

(Seal)

-Borrower



Tiffany L. Holmes  
Tiffanie Holmes T.L.H.

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF

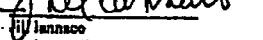
WITHOUT RECOURSE

(Seal)

-Borrower

(Seal)

-Borrower



DJ Jannaco  
Assistant Vice President  
Cendant Mortgage Corporation DBA  
PHH Mortgage Services, Inc.

(Seal)

-Borrower

(Seal)

-Borrower

**ALLONGE ATTACHMENT TO THE NOTE**

CENDANT REF: 0012399044  
INVESTOR REF: 46013981

Allonge to that certain note dated 08/11/2000

In the amount of \$ 54971

To: JASON E KAHLEY  
TIFFANIE L HOLMES

Premises: 334 OLIVE AVE  
DU BOIS, PA 15801

Pay to the order of :

without recourse this the June 19, 2003

Cendant Mortgage Corporation

By: *Melissa Siegel*  
Name: Melissa Siegel  
Title: Asst. Vice President

0012399044  
46013981  
533094  
KAHLEY, JASON E  
HOLMES, TIFFANIE L

Cendant Mortgage Corp. does hereby authorize Mid First Bank to cancel and delete the incorrect Note endorsement from PHH Mtg Serv Inc to Blank and replace the cancelled endorsement with the attached Allonge.

*Melissa Siegel*  
Melissa Siegel  
Asst. Vice President  
Cendant Mortgage Corp.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

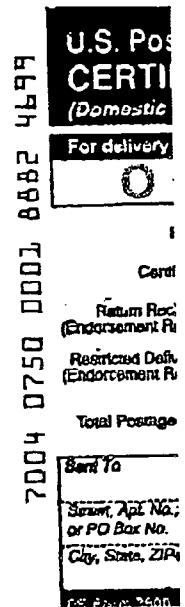
BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

Exhibit "B"



Midland Mortgage Co.  
999 N W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone. (405) 426-1200 Fax. (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

COL  
JASON E KAHLEY  
334 OLIVE AVE  
DU BOIS PA 15801-1928

**NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974**

RE. Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

*Exhibit C"*

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

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Sincerely,

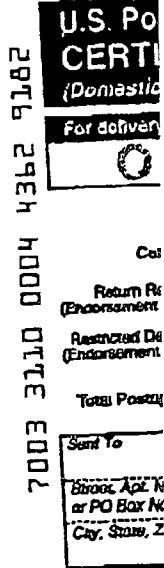
Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
999 N.W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone: (405) 426-1200 Fax: (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL



PA 15801-1928

**NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974**

RE. Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88 .

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



## Midland Mortgage Co.

P.O. Box 26648  
 Oklahoma City, Oklahoma  
 Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO 6 OF 1974

DATE: 02/14/05

TO: JASON E KAHLEY  
 101 N MAIN ST  
 MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
 FHA/VA/PMI# 4422141815703

Dear Mortgagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgage Company and must be received at:

Midland Mortgage Company  
 P O Box 268888  
 Oklahoma City, OK 73126-8888

not later than the dates and times specified herein.

In the event payment (as specified in the proceeding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

- (A) If you wish to **CURE THE DEFAULT** within thirty (30) days from the date of this letter, you must pay the **TOTAL AMOUNT DUE** stated above, plus an additional monthly installment if payment is made after the 1<sup>st</sup> day of the next month, plus an additional late charge if due at time of payment and not included above. A **LATE CHARGE** is due with each mortgage payment that is paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88
- (B) If payment is made **AFTER THIRTY (30) DAYS** from the date of this letter, but **BEFORE FORECLOSURE PROCEEDING** has been started, the amount you will have to pay will also

7004	1110	7266	9114
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Total Postage			
Sent To			
Street, Apt. No. or PO Box No. City, State, ZIP			
PS Form, 5010			

include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

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You have the right to **REFINANCE THE LOAN** with another lending institution or **TRANSFER THE PROPERTY** to another person, under and subject to the existing mortgage. That person will have the **SAME RIGHT TO CURE THE DEFAULT** as you have, subject to the same limitation and requirements.

You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Company  
Collection Department



Midland Mortgage Co.  
P.O. Box 26648  
Oklahoma City, Oklahoma  
Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE 02/14/05

TO: TIFFANIE L HOLMES  
101 N MAIN ST  
MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
FHA/VA/PMI# 4422141815703

Dear Mortgagor(s):

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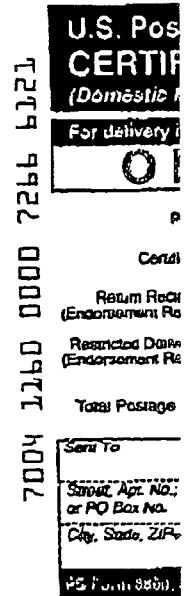
Midland Mortgage Company  
P O Box 268888  
Oklahoma City, OK 73126-88

not later than the dates and times specified herein.

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Sincerely,

Midland Mortgage Company  
Collection Department

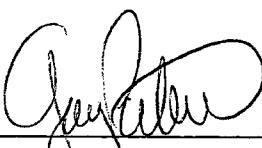
COMPANY NAME: MIDFIRST BANK

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 4/11/05

By 

Title Ceo President

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

APR 14 2005

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

MIDFIRST BANK

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY  
Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

*DS-526-CD*

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

NOTICE

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

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES AND  
JASON E. KAHLEY,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANY L.  
KAHLEY AND JASON E. KAHLEY,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD  
SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendants, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY, are  
adult individuals whose last known address is 101 NORTH MAIN STREET MIFFLINTOWN, PA  
17059.
3. On or about, August 11, 2000, the said Defendants executed and delivered a Mortgage Note in the sum  
of \$54,971.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto  
and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to  
secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain  
real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and  
Commonwealth as Instrument Number 200011702 conveying to original Mortgagee the subject  
premises. The Mortgage was subsequently assigned to MIDFIRST BANK and was recorded in the  
aforesaid County as Instrument Number 200206605. Said Mortgage and Assignment is incorporated  
herein by reference.
5. The land subject to the Mortgage is: 334 OLIVE AVENUE DUBOIS, PA 15801 and is more  
particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on October 01, 2004 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,009.94
Interest at \$12.89 per day From 09/01/2004 To 05/01/2005 ( based on contract rate of 8.8750%)	\$3,119.38
Accumulated Late Charges Late Charges \$17.50 From 10/01/2004 to 05/01/2005	\$165.01 \$140.00
Escrow Deficit	\$302.60
Attorney's Fee at 5% of Principal Balance	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

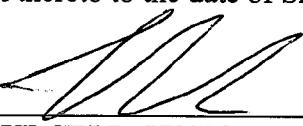
\*\*Together with interest at the per diem rate noted above after May 01, 2005 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated December 16, 2004, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the December 16, 2004 notices is attached hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.8750% (\$12.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

Multistate

## NOTE

FHA Case No.

442-2141815-703

August 11th, 2000

[Date]

334 OLIVE AVE DU BOIS, PA 15801

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents**

Dollars (U.S. \$ 54,971.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Eight and Seven Eighth** percent ( **8.875 %** ) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1st , 2000** . Any principal and interest remaining on the first day of **September , 2030** , will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **3000 Leadenhall Road Mount Laurel, NJ 08054** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **437.38** . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

VMP -1R (8601)03  
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: TLH SK

Exhibit A

Original

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00 %**) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

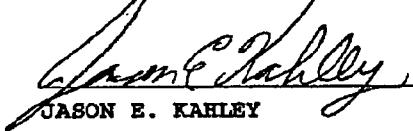
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

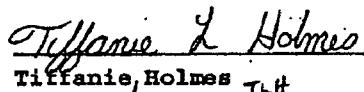
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



Jason E. Kahley

(Seal)

-Borrower



Tiffanie L. Holmes

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF

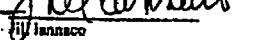
WITHOUT RECOURSE

(Seal)

-Borrower

(Seal)

-Borrower



Bill Jannaco  
Assistant Vice President  
Cendant Mortgage Corporation DBA  
PHH Mortgage Services, Inc.

(Seal)

-Borrower

(Seal)

-Borrower

**ALLONGE ATTACHMENT TO THE NOTE**

CENDANT REF: 0012399044  
INVESTOR REF: 46013981

Allonge to that certain note dated 08/11/2000

In the amount of \$ 54971

To: JASON E KAHLEY  
TIFFANIE L HOLMES

Premises: 334 OLIVE AVE  
DU BOIS, PA 15801

Pay to the order of :

without recourse this the June 19, 2003

Cendant Mortgage Corporation

By: *Melissa Siegel*  
Name: Melissa Siegel  
Title: Asst. Vice President

0012399044  
46013981  
533094  
KAHLEY, JASON E  
HOLMES, TIFFANIE L

Cendant Mortgage Corp. does hereby authorize Mid First Bank to cancel and delete the incorrect Note endorsement from PHH Mtg Serv Inc to Blank and replace the cancelled endorsement with the attached Allonge.

*Melissa Siegel*

Melissa Siegel  
Asst. Vice President  
Cendant Mortgage Corp.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

Exhibit "B"



Midland Mortgage Co.  
999 N W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone. (405) 426-1200 Fax. (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

COL  
JASON E KAHLEY  
334 OLIVE AVE  
DU BOIS PA 15801-1928

4699	U.S. Pos
4699	CERTI
4699	(Domestic)
4699	For delivery
4699	0
2682	Cert
2682	Return Rec
2682	(Endorsement Re
1000	Restrict Distr
1000	(Endorsement Re
0750	Total Postage
0750	0
7004	Send To
7004	Street, Apt No
7004	or PO Box No
7004	City, State, Zip

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

*Exhibit C"*

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
999 N.W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone: (405) 426-1200 Fax: (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

9182	U.S. PO CERTI (Domestic)
4362	For delivery
4364	Call
3110 0004	Return R/c (Endorsement)
3110	Restricted D/c (Endorsement)
7003	Total Postage
Send To	
Street, Apt. N or PO Box N City, State, Z	
P.O. Box 354	

COL  
TIFFANIE L HOLMES  
334 OLIVE AVE  
DU BOIS PA 15801-1928

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

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Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
 P.O. Box 26648  
 Oklahoma City, Oklahoma  
 Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE: 02/14/05

TO: JASON E KAHLEY  
 101 N MAIN ST  
 MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
 FHA/VA/PMI# 4422141815703

Dear Mortgagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgage Company and must be received at:

Midland Mortgage Company  
 P O Box 268888  
 Oklahoma City, OK 73126-8888

not later than the dates and times specified herein.

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U.S. Po	7266
CERT	(Domestic)
For delivery	<input type="checkbox"/>
Cent	
Return Rec	
(Endorsement R	
Restricted Del	
(Endorsement R	
Total Postage	
7004	
Send To	
Street, Apt No:	
or PO Box No:	
City, State, ZIP:	
PS Form, Series	

include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

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Sincerely,

Midland Mortgage Company  
Collection Department



## Midland Mortgage Co.

P.O. Box 26648  
 Oklahoma City, Oklahoma  
 Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE 02/14/05

TO: TIFFANIE L HOLMES  
 101 N MAIN ST  
 MIFFLINTOWN, PA 17059-1006

RE: MMC# 46013981  
 FHA/VA/PMI# 4422141815703

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7266	1121	U.S. Pos
7266	1121	CERTIF
7266	1121	(Domestic)
7266	1121	For delivery
7266	1121	○
7266	1121	Condi
7266	1121	Return Recd
7266	1121	(Endorsement Recd)
7266	1121	Reimbursed Dated
7266	1121	(Endorsement Recd)
7004	1121	Total Postage
7004	1121	Send To
7004	1121	Street, Apt. No., or PO Box No.
7004	1121	City, State, ZIP
7004	1121	PC Form 3500

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Sincerely,

Midland Mortgage Company  
Collection Department

COMPANY NAME: MIDFIRST BANK

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 4/11/05

By John Allen

Title vice President

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

APR 14 2005

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

MIDFIRST BANK

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

05-526-CD

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

**NOTICE**

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

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

**AVISO**

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES AND  
JASON E. KAHLEY,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANY L.  
KAHLEY AND JASON E. KAHLEY,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD  
SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendants, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY, are  
adult individuals whose last known address is 101 NORTH MAIN STREET MIFFLINTOWN, PA  
17059.
3. On or about, August 11, 2000, the said Defendants executed and delivered a Mortgage Note in the sum  
of \$54,971.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto  
and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to  
secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain  
real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and  
Commonwealth as Instrument Number 200011702 conveying to original Mortgagee the subject  
premises. The Mortgage was subsequently assigned to MIDFIRST BANK and was recorded in the  
aforesaid County as Instrument Number 200206605. Said Mortgage and Assignment is incorporated  
herein by reference.
5. The land subject to the Mortgage is: 334 OLIVE AVENUE DUBOIS, PA 15801 and is more  
particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on October 01, 2004 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,009.94
Interest at \$12.89 per day From 09/01/2004 To 05/01/2005 ( based on contract rate of 8.8750%)	\$3,119.38
Accumulated Late Charges Late Charges \$17.50 From 10/01/2004 to 05/01/2005	\$165.01 \$140.00
Escrow Deficit	\$302.60
Attorney's Fee at 5% of Principal Balance	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

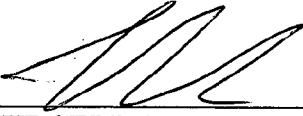
\*\*Together with interest at the per diem rate noted above after May 01, 2005 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated December 16, 2004, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the December 16, 2004 notices is attached hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.8750% (\$12.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

Multistate

## NOTE

FHA Case No.

442-2141815-703

August 11th, 2000

[Date]

334 OLIVE AVE DU BOIS, PA 15801

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents**

Dollars (U.S. \$ 54,971.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Eight and Seven Eighths percent ( 8.875 %)** per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1st , 2000** . Any principal and interest remaining on the first day of **September , 2030** , will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **3000 Leadenhall Road Mount Laurel, NJ 08054** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **437.38** . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

Exhibit A

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00 %**) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

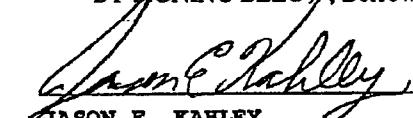
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

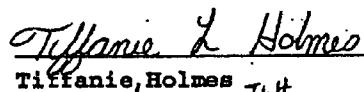
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



JASON E. KAHLEY

(Seal)

-Borrower



Tiffanie L. Holmes

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF

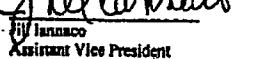
WITHOUT RECOURSE

(Seal)

-Borrower

(Seal)

-Borrower



Bill Lianaco  
Assistant Vice President  
Cendant Mortgage Corporation DBA  
PHH Mortgage Services, Inc.

(Seal)

-Borrower

(Seal)

-Borrower

**ALLONGE ATTACHMENT TO THE NOTE**

CENDANT REF: 0012399044  
INVESTOR REF: 46013981

Allonge to that certain note dated 08/11/2000

In the amount of \$ 54971

To: JASON E KAHLEY  
TIFFANIE L HOLMES

Premises: 334 OLIVE AVE  
DU BOIS, PA 15801

Pay to the order of :

without recourse this the June 19, 2003

Cendant Mortgage Corporation

By : *Melissa Siegel*  
Name : Melissa Siegel  
Title : Asst. Vice President

0012399044  
46013981  
533094  
KAHLEY, JASON E  
HOLMES, TIFFANIE L

Cendant Mortgage Corp. does hereby authorize Mid First Bank to cancel and delete the incorrect Note endorsement from PHH Mtg Serv Inc to Blank and replace the cancelled endorsement with the attached Allonge.

*Melissa Siegel*

Melissa Siegel  
Asst. Vice President  
Cendant Mortgage Corp.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

Exhibit "B"



Midland Mortgage Co.  
999 N W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone. (405) 426-1200 Fax. (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

U.S. Post	
CERTI	
(Domestic)	
For delivery	
7004	7004
7500	7500
7000	7000
750	750
Cert	
Return Rec (Endorsement R)	
Restricted Distr (Endorsement R)	
Total Postage	
Send To	
Street, Apt. No; or P.O. Box No.	
City, State, ZIP	

COL  
JASON E KAHLEY  
334 OLIVE AVE  
DU BOIS PA 15801-1928

**NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974**

RE. Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

*Exhibit C"*

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

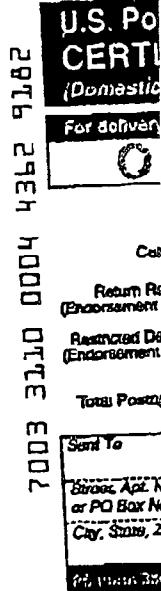
Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
999 N.W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone: (405) 426-1200 Fax: (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL



NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE. Loan # 46013981

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In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

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You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
P.O. Box 26648  
Oklahoma City, Oklahoma  
Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE: 02/14/05

TO: JASON E KAHLEY  
101 N MAIN ST  
MIFFLINGTOWN, PA 17059-1006

RE MMC# 46013981  
FHA/VA/PMI# 4422141815703

Dear Mongagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgage Company and must be received at:

Midland Mortgage Company  
P O Box 268888  
Oklahoma City, OK 73126-88

not later than the dates and times specified herein.

In the event payment (as specified in the preceding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

(A) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1<sup>st</sup> day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment that is paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88

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U.S. Postage CERT (Domestic)  
For delivery  
[Circular postmark]

include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

**AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED**, you have the right to STOP the foreclosure action any time up to **ONE (1) HOUR BEFORE** the commencement of the **SHERIFF'S SALE** by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with **REASONABLE LEGAL FEES ACTUALLY INCURRED**, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000.

Should you **FAIL** to reinstate the loan as outlined above, the mortgage premises will be **SOLD AT SHERIFF'S SALE**, which will take place approximately seven (7) to eleven (11) weeks following **SERVICE** of the Complaint in Mortgage Foreclosure, at which time your **OWNERSHIP** interest in mortgaged premises will be **TERMINATED**, and thereafter, if occupied, proceedings will be taken to **OBTAIN POSSESSION** of the real estate.

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You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Company  
Collection Department



Midland Mortgage Co.

P.O. Box 26648  
Oklahoma City, Oklahoma  
Phone (405) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE 02/14/05

TO: TIFFANIE L HOLMES  
101 N MAIN ST  
MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
FHA/VA/PMI# 442214181S703

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Midland Mortgage Company

McLean, Missouri  
P. O. Box 268888

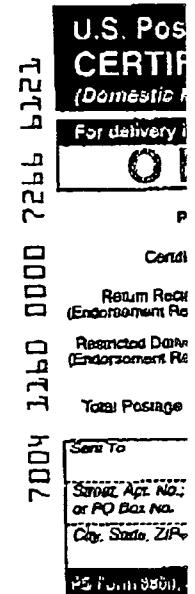
Post Box 208888  
Oklahoma City, OK 73126-8888

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Sincerely,

Midland Mortgage Company  
Collection Department

COMPANY NAME: MIDFIRST BANK

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 4/11/05

By John Allen

Title vice President

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

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

APR 14 2005

Attest.

*William L. Haller*  
Prothonotary/  
Clerk of Courts

MIDFIRST BANK

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

05-526-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES AND  
JASON E. KAHLEY,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANY L.  
KAHLEY AND JASON E. KAHLEY,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendants, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY, are adult individuals whose last known address is 101 NORTH MAIN STREET MIFFLINTOWN, PA 17059.
3. On or about, August 11, 2000, the said Defendants executed and delivered a Mortgage Note in the sum of \$54,971.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument Number 200011702 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MIDFIRST BANK and was recorded in the aforesaid County as Instrument Number 200206605. Said Mortgage and Assignment is incorporated herein by reference.
5. The land subject to the Mortgage is: 334 OLIVE AVENUE DUBOIS, PA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on October 01, 2004 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,009.94
Interest at \$12.89 per day From 09/01/2004 To 05/01/2005 ( based on contract rate of 8.8750%)	\$3,119.38
Accumulated Late Charges Late Charges \$17.50 From 10/01/2004 to 05/01/2005	\$165.01 \$140.00
Escrow Deficit	\$302.60
Attorney's Fee at 5% of Principal Balance	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2005 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated December 16, 2004, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the December 16, 2004 notices is attached hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 8.8750% (\$12.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

Multistate

## NOTE

FHA Case No.

442-2141815-703

August 11th, 2000

[Date]

334 OLIVE AVE DU BOIS, PA 15801

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents**

Dollars (U.S. \$ 54,971.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Eight and Seven Eighths percent ( 8.875 %)** per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1st , 2000**. Any principal and interest remaining on the first day of **September 2030**, will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **3000 Leadenhall Road Mount Laurel, NJ 08054** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **437.38**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

VMP -1R (9801)03

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: TLH SK

Exhibit 'A'

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00 %** ) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

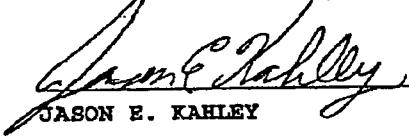
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

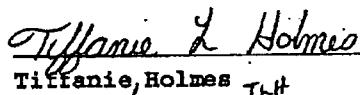
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



JASON E. KAHLEY

(Seal)

-Borrower



Tiffanie L. Holmes T.L.H

(Seal)

-Borrower

(Seal)

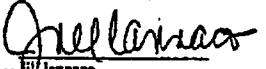
-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF

WITHOUT RECOURSE

  
Bill Innaco  
Assistant Vice President  
Cendant Mortgage Corporation DRA  
PHH Mortgage Services, Inc.

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

**ALLONGE ATTACHMENT TO THE NOTE**

CENDANT REF: 0012399044  
INVESTOR REF: 46013981

Allonge to that certain note dated 08/11/2000

In the amount of \$ 54971

To: JASON E KAHLEY  
TIFFANIE L HOLMES

Premises: 334 OLIVE AVE  
DU BOIS, PA 15801

Pay to the order of :

without recourse this the June 19, 2003

Cendant Mortgage Corporation

By: *Melissa Siegel*  
Name: Melissa Siegel  
Title: Asst. Vice President

0012399044  
46013981  
533094  
KAHLEY, JASON E  
HOLMES, TIFFANIE L

Cendant Mortgage Corp. does hereby authorize Mid First Bank to cancel and delete the incorrect Note endorsement from PHH Mtg Serv Inc to Blank and replace the cancelled endorsement with the attached Allonge.

*Melissa Siegel*  
Melissa Siegel  
Asst. Vice President  
Cendant Mortgage Corp.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

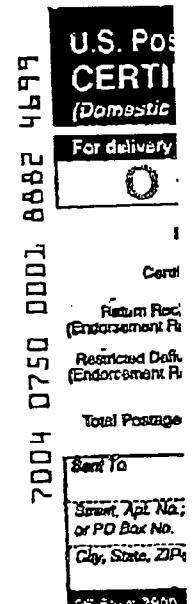
BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

Exhibit "B"



Midland Mortgage Co.  
999 N W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone. (405) 426-1200 Fax. (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

COL  
JASON E KAHLEY  
334 OLIVE AVE  
DU BOIS PA 15801-1928

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE. Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

*Exhibit 'C'*

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88 .

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
999 N.W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone: (405) 426-1200 Fax: (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL



COL  
TIFFANIE L HOLMES  
334 OLIVE AVE  
DU BOIS PA 15801-1928

Call  
Return Rx  
(Endorsement)  
Accepted Dd  
(Endorsement)  
Total Points  
7003 3110 0004 4362 9182

Send To  
Benton, Apr. 11  
at PO Box 44  
City, State, Z  
Ref. number 351

**NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974**

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You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



## Midland Mortgage Co.

P.O. Box 26648  
 Oklahoma City, Oklahoma  
 Phone (800) 552-3000 Fax (405) 926-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO 6 OF 1974

DATE: 02/14/05

TO: JASON E KAHLEY  
 101 N MAIN ST  
 MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
 FHA/VAPMI# 4422141815703

Dear Mortgagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgage Company and must be received at:

Midland Mortgage Company  
 P O Box 268888  
 Oklahoma City, OK 73126-8888

not later than the dates and times specified herein.

In the event payment (as specified in the preceding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

- (A) If you wish to **CURE THE DEFAULT** within thirty (30) days from the date of this letter, you must pay the **TOTAL AMOUNT DUE** stated above, plus an additional monthly installment if payment is made after the 1<sup>st</sup> day of the next month, plus an additional late charge if due at time of payment and not included above. A **LATE CHARGE** is due with each mortgage payment that is paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88
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7254 7254 7254 7254	U.S. Po CERT (Domestic)
0000 0000 0000 0000	For delivery
0000 0000 0000 0000	Cost
0000 0000 0000 0000	Return Rec (Endorsement R)
0000 0000 0000 0000	Restricted Del (Endorsement R)
0000 0000 0000 0000	Total Postage
0000 0000 0000 0000	Sent To
0000 0000 0000 0000	Street, Apt. No.; or PO Box No. City, State, ZIP
0000 0000 0000 0000	PA Right, Serial

include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

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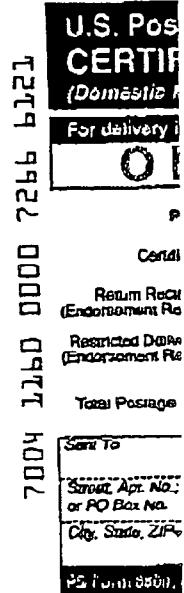
Midland Mortgage Company  
Collection Department



## Midland Mortgage Co.

P.O. Box 26648  
 Oklahoma City, Oklahoma 73126  
 Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974



DATE 02/14/05

TO: TIFFANIE L HOLMES  
 101 N MAIN ST  
 MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
 FHA/VA/PMI# 4422141815703

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Midland Mortgage Company  
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 Oklahoma City, OK 73126-8888

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- (B) If payment is made **AFTER THIRTY (30) DAYS** from the date of this letter, but **BEFORE FORECLOSURE PROCEEDING** has been started, the amount you will have to pay will also

include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

**AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED**, you have the right to **STOP** the foreclosure action any time up to **ONE (1) HOUR BEFORE** the commencement of the **SHERIFF'S SALE** by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with **REASONABLE LEGAL FEES ACTUALLY INCURRED**, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000.

Should you **FAIL** to reinstate the loan as outlined above, the mortgage premises will be **SOLD AT SHERIFF'S SALE**, which will take place approximately seven (7) to eleven (11) weeks following **SERVICE** of the Complaint in Mortgage Foreclosure, at which time your **OWNERSHIP** interest in mortgaged premises will be **TERMINATED**, and thereafter, if occupied, proceedings will be taken to **OBTAIN POSSESSION** of the real estate.

You have the right to **REFINANCE THE LOAN** with another lending institution or **TRANSFER THE PROPERTY** to another person, under and subject to the existing mortgage. That person will have the **SAME RIGHT TO CURE THE DEFAULT** as you have, subject to the same limitation and requirements.

You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Company  
Collection Department

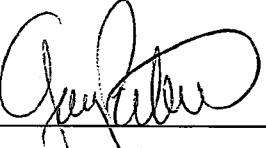
COMPANY NAME: MIDFIRST BANK

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 4/11/05

By 

Title Ohio President

MIDFIRST BANK

*Plaintiff*

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2005-00526-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: May 18, 2005

PURCELL, KRUG, & HALLER

BY \_\_\_\_\_  
Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

FILED NO CC

13:58 AM pd.  
MAY 19 2005 7.00

William A. Shaw Compl. Reinstated  
Prothonotary/Clerk of Courts to Shaff

(60)

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

Service # 1 of 5 Services

Sheriff Docket # **100403**

**MIDFIRST BANK**

**Case #**

VS.

**TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY and  
TENANTS/OCCUPANTS**

**SHERIFF RETURNS**

NOW May 20, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO TIFFANIE L. HOLMES AKA TIFFANIE L. KAHLEY, DEFENDANT. NEVER RECDV. ADV. FOR JUNIATA CO.

SERVED BY: /

*or* **FILED**  
*01/14/04*  
**MAY 23 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 5 Services

Sheriff Docket # **100403**

**MIDFIRST BANK**

**Case #**

VS.

**TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY and  
TENANTS/OCCUPANTS**

**SHERIFF RETURNS**

NOW May 20, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED,  
TIME EXPIRED" AS TO JASON E. KAHLEY, DEFENDANT. NEVER RECD. ADV. FOR JUNIATA CO.

SERVED BY: /

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

Service # 3 of 5 Services

Sheriff Docket # **100403**

**MIDFIRST BANK**

**Case #**

VS.

**TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY and  
TENANTS/OCCUPANTS**

**SHERIFF RETURNS**

NOW May 20, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED,  
TIME EXPIRED" AS TO TIFFANIE L. HOLMES AKA TIFFANIE L. KAHLEY, DEFENDANT. NEVER RECDV. ADV.  
FOR JUNIATA CO.

SERVED BY: /

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

Service # 4 of 5 Services

Sheriff Docket # **100403**

**MIDFIRST BANK**

**Case #**

vs.

**TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY and  
TENANTS/OCCUPANTS**

**SHERIFF RETURNS**

NOW May 20, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED,  
TIME EXPIRED" AS TO JASON E. KAHLEY, DEFENDANT. NEVER RECD. ADV. FOR JUNIATA CO.

SERVED BY: /

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

Service # 5 of 5 Services

Sheriff Docket # **100403**

**MIDFIRST BANK**

**Case #**

VS.

**TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY and  
TENANTS/OCCUPANTS**

**SHERIFF RETURNS**

NOW May 20, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED,  
TIME EXPIRED" AS TO TENANT/OCCUPANT, DEFENDANT. NEVER RECEIVED ADDL. COPY

SERVED BY: /

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

### Service # 1 of 5 Services

**Sheriff Docket #** 100403

MIDFIRST BANK

Case # 05-526-CD

vs.

TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY and  
TENANTS/OCCUPANTS

## SHERIFF RETURNS

## Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PURCELL	107539	50.00
SHERIFF HAWKINS	PURCELL	107539	14.37

Sworn to Before me This

### So Answers.

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

*Chester A. Hawkins*  
by Marilyn Hagan  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 100496

MIDFIRST BANK

NO. 05-526-CD

-VS-

TIFFANIE L. HOLMES a/k/a TIFFANIE L.  
KAHLEY and JASON E. KAHLEY

COMPLAINT IN MORTGAGE  
FORECLOSURE

SHERIFF'S RETURN

NOW MAY 26, 2005, SHERIFF OF JUNIATA COUNTY WAS DEPUTIZED BY CHESTER A .HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY TO SERVE TWO (2) COMPLAINT IN MORTGAGE FORECLOSURES  
ON TIFFANIE L. HOLMES a/k/a TIFFANIE L. KAHLEY, DEFENDANT AT TWO ADDRESSES.

NOW JUNE 6, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE  
ON TIFFANIE L. HOLMES a/k/a TIFFANIE L. KAHLEY, DEFENDANT BY DEPUTIZING THE SHERIFF OF  
JUNIATA COUNTY. ONE COMPLAINT WAS RETURNED FROM JUNIATA COUNTY STATING THAT  
DEFENDANT RESIDES c/o mother Linda Holmes, 142 TOZIER AVE., DUBOIS, PA. 15801, PHONE #  
814-328-2558. JUNIATA COUNTY ONLY RETURNED ONE COMPLAINT & ONE DEPUTATION  
STATING THAT IT IS THEIR POLICY NOT TO RETURN ANYTHING THAT HAS EXCESSIVE POSTAGE.

NOW MAY 26, 2005, SHERIFF OF JUNIATA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY TO SERVE TWO (2) COMPLAINT IN MORTGAGE FORECLOSURES  
ON JASON E. KAHLEY, DEFENDANT, AT TWO ADDRESSES.

NOW JUNE 1, 2005 AT 8:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE  
ON JASON E. KAHLEY, DEFENDANT. THE RETURN OF SHERIFF OF JUNIATA COUNTY IS HERETO  
ATTACHED AND MADE A PART OF THIS RETURN, SERVED AT 101 NORTH MAIN ST., APT 5,  
MIFFLINTOWN, PA., JUNIATA COUNTY. JUNIATA COUNTY DID NOT RETURN ONE OF THE  
COMPLAINTS & DEPUTATION FOR THE 37 NORTH MAIN ST. APT #5, MIFFLINTOWN, PA. 17059  
ADDRESS, AS IT IS THEIR POLICY NOT TO RETURN ANYTHING WITH EXCESSIVE POSTAGE.

NOW JUNE 16, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TENANT/OCCUPANTS (KAHLEY  
PROPERTY), 334 OLIVE AVE., DUBOIS, PA. 15801. HOUSE IS VACANT.

FILED  
0 1:40 p.m. GK  
JUN 17 2005  
GK

William A. Shaw  
Prothonotary

SHFF. HAWKINS: \$50.00  
SHFF. SURCHARGE: \$50.00  
JUNIATA CO.: \$28.37  
PAID BY: ATTY.

SO ANSWERS,

  
by Marilyn Hahn  
CHESTER A. HAWKINS  
SHERIFF

SWORN TO BEFORE ME THIS  
\_\_\_\_\_  
DAY OF 2005

# SHERIFF'S DEPARTMENT

JUNIATA COUNTY, PENNSYLVANIA  
26 N. Main Street, Mifflintown, Pennsylvania 17059

## SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

PLAINTIFF	COURT NUMBER
MIDFIRST BANK	05-526-CP CLEARFIELD COUNTY
DEFENDANT	TYPE OF WRIT OR COMPLAINT
TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY	NOTICE & COMPLAINT (Mortgage Foreclosure)
SERVE AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVICE TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY / JASON E. KAHLEY ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) 101 North Main St., Mifflintown PA/37 North Main St., Apt. #5, Mifflintown PA
SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW:	
PURCELL, KRUG & HALLER Leon P. Haller, Esq. 1719 N. Front St. Harrisburg PA 17102	
Indicate unusual service Comm. of Pa. Deputize Other	
SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:	

Signature of Attorney or other Originator requesting service on behalf of: CHESTER A. HAWKINS, SHERIFF	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER (814) 765-2641	DATE 05/19/05												
SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE															
I acknowledge receipt of the writ or complaint as indicated above.  <i>Thomas Lyte</i>		Date Received 05/31/05	Expiration Date 05/18/05												
I hereby certify and return that I <input checked="" type="checkbox"/> have personally served, <input type="checkbox"/> have legal evidence of service as shown in "Remarks," <input type="checkbox"/> have executed as shown in "Remarks," the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing a TRUE and ATTESTED COPY thereof.															
<input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)															
Name and title of individual served (if not shown above) Served Jason E. Kahley		<input type="checkbox"/> A person of suitable age and discretion then residing in the defendant's usual place of abode.													
Address of where served (complete only if different than shown above) / Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code 101 North Main Street, Apt. 5, Mifflintown															
		Date of Service 06/01/05	Time 8:15 XXXX PM am pm												
Attempts 2	Date 6/01	Miles 0	Dep. Int. DL	Date 6/01	Miles 0	Dep. Int. KJRL	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
Service Costs \$24.00		Affidavit <input checked="" type="checkbox"/>		Mileage (including endeavors) / POST. \$4.00		\$ .37		Total Costs \$28.37		<input checked="" type="checkbox"/> REFUND XXXXXX		\$46.63			

Remarks:  
PLEASE NOTE: TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY WAS NOT FOUND, ACCORDING SHE IS LIVING W/HER MOTHER LINDA HOLMES (814) 328-2558. WE TRIED TO GET ADDRESS FROM MOTHER BUT ALL SHE SAID WAS SHE WAS LIVING IN CLEARFIELD  
Mother is in Dubois

AFFIRMED and subscribed to before me this 16<sup>th</sup> day of June 2005

JOYCE PAGE  
JOYCE PAGE  
DEPUTY PROTHONOTARY  
MY COMMISSION EXPIRES  
FIRST MONDAY IN JAN. 2005

I acknowledge receipt of the Sheriff's Process and the Sheriff's Commission  
Signature of Authorized Prothonotary or Notary

*Jeffani Kahley  
Called our  
office & gave  
her address as  
142 Tozier Ave  
Ast&B*

Date  
06/06/05

RECEIVED 6/14/05  
 DATE 6/14/05 SERVED 6/14/05  
 TIME 11:00 NAME: Joseph E. Koenig

ATTEMPTED SERVICE  
 DATE 6/14/05 TIME 11:05 MILEAGE -0 INITIALS JKL  
 TITLE: Def. ADDRESS: 101A Main St.  
 TWP. OR BORO: Mifflintown  
 DATE: 6/14/05 TIME: 2015 FEES: 0  
 MILEAGE: 0 REASON FOR DELAY  
 AFFIDAVIT: JRL

NOTARIZED  
 STATE OF PENNSYLVANIA  
 COUNTY OF ARMSTRONG  
 On the 14th day of June, in the year 2005, before me, the undersigned Notary Public, in the County of ARMSTRONG, State of PENNSYLVANIA, personally appeared John Holmes, a male, of the age of 31 years, who, being first duly sworn according to law, did then and there declare that he is the true and natural father of the above-named child, and that the above statement is true to the best of his knowledge and belief.

John Holmes  
John Holmes  
John Holmes

TITLE: John Holmes  
 ADDRESS: 101A Main St.

TWP. OR BORO: Mifflintown  
 DATE: 6/14/05  
 TIME: 11:00

FEES: 0  
 MILEAGE: 0  
 AFFIDAVIT: JRL

ATTEMPTED SERVICE  
 DATE 6/14/05 TIME 11:05 MILEAGE -0 INITIALS JKL  
 TITLE: John Holmes  
 ADDRESS: 101A Main St.  
 TWP. OR BORO: Mifflintown  
 DATE: 6/14/05 TIME: 2015 FEES: 0  
 MILEAGE: 0 REASON FOR DELAY



CHESTER A. HAWKINS  
SHERIFF

**Sheriff's Office  
Clearfield County**

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

PAGE 100496

TERM & NO. 05-526-CD

MIDFIRST BANK

COMPLAINT IN MORTGAGE FORECLOSURE

.VS.

TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY

**SERVE BY: 06/18/05**

**MAKE REFUND PAYABLE TO PURCELL, KRUG & HALLER**

**SERVE:** TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY

**ADDRESS:** 101 NORTH MAIN ST., MIFFLINTOWN, PA 17059

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JUNIATA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 26, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS  
SHERIFF

**Sheriff's Office  
Clearfield County**

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

PAGE 100496

TERM & NO. 05-526-CD

MIDFIRST BANK

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY and JASON E. KAHLEY

**SERVE BY: 06/18/05**

**MAKE REFUND PAYABLE TO PURCELL, KRUG & HALLER**

**SERVE:** JASON E. KAHLEY

**ADDRESS:** 101 NORTH MAIN ST., MIFFLINTOWN, PA 17059

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF JUNIATA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 26, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

5-19-05 Document  
Reinstated/Reissued to Sheriff Attorney  
for service.  
*Willie L. Hall*  
Deputy Prothonotary

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

APR 14 2005

Attest.

*Willie L. Hall*  
Prothonotary  
Clerk of Courts

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

MIDFIRST BANK

Plaintiff

vs.

(TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY ,  
Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

05-526-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES AND  
JASON E. KAHLEY,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANY L.  
KAHLEY AND JASON E. KAHLEY,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendants, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY, are adult individuals whose last known address is 101 NORTH MAIN STREET MIFFLINTOWN, PA 17059.
3. On or about, August 11, 2000, the said Defendants executed and delivered a Mortgage Note in the sum of \$54,971.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument Number 200011702 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MIDFIRST BANK and was recorded in the aforesaid County as Instrument Number 200206605. Said Mortgage and Assignment is incorporated herein by reference.
5. The land subject to the Mortgage is: 334 OLIVE AVENUE DUBOIS, PA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on October 01, 2004 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,009.94
Interest at \$12.89 per day From 09/01/2004 To 05/01/2005 (based on contract rate of 8.8750%)	\$3,119.38
Accumulated Late Charges Late Charges \$17.50 From 10/01/2004 to 05/01/2005	\$165.01 \$140.00
Escrow Deficit	\$302.60
Attorney's Fee at 5% of Principal Balance	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

\*\*Together with interest at the per diem rate noted above after May 01, 2005 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated December 16, 2004, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the December 16, 2004 notices is attached hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.8750% (\$12.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

Multistate

## NOTE

FHA Case No.

442-2141815-703

August 11th, 2000

[Date]

334 OLIVE AVE DU BOIS, PA 15801

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents**

Dollars (U.S. \$ 54,971.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Eight and Seven Eighths percent ( 8.675 %)** per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1st , 2000** . Any principal and interest remaining on the first day of **September 2030** , will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **3000 Leadenhall Road Mount Laurel, NJ 08054** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 437.38 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**VMP** -1R 198011.03  
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: TLH SK

*Exhibit A*

Original

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00 %** ) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

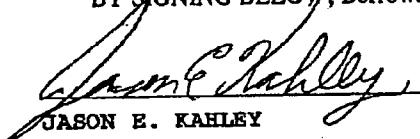
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

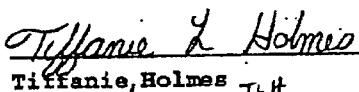
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



Jason E. Kahley

(Seal)

-Borrower



Tiffanie L. Holmes

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF

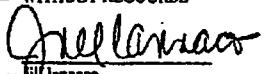
WITHOUT RECOURSE

(Seal)

-Borrower

(Seal)

-Borrower



Phillip J. Holmes

Phillip J. Holmes

Assistant Vice President

Cendant Mortgage Corporation DBA

PHH Mortgage Services, Inc.

(Seal)

-Borrower

(Seal)

-Borrower

**ALLONGE ATTACHMENT TO THE NOTE**

CENDANT REF: 0012399044  
INVESTOR REF: 46013981

Allonge to that certain note dated 08/11/2000

In the amount of \$ 54971

To: JASON E KAHLEY  
TIFFANIE L HOLMES

Premises: 334 OLIVE AVE  
DU BOIS, PA 15801

Pay to the order of :

without recourse this the June 19, 2003

Cendant Mortgage Corporation

By : *Melissa Siegel*  
Name : Melissa Siegel  
Title : Asst. Vice President

0012399044  
46013981  
533094  
KAHLEY, JASON E  
HOLMES, TIFFANIE L

Cendant Mortgage Corp. does hereby authorize Mid First Bank to cancel and delete the incorrect Note endorsement from PHH Mtg Serv Inc to Blank and replace the cancelled endorsement with the attached Allonge.

*Melissa Siegel*

Melissa Siegel  
Asst. Vice President  
Cendant Mortgage Corp.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

Exhibit "B"



Midland Mortgage Co.  
999 N W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone. (405) 426-1200 Fax. (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

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7004	Return Rec
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7004	<input type="checkbox"/>
7004	Send To
7004	Street, Apt No
7004	or PO Box No
7004	City, State, ZIP
7004	<input type="checkbox"/>

COL  
JASON E KAHLEY  
334 OLIVE AVE  
DU BOIS

PA 15801-1928

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

*Exhibit C*

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981

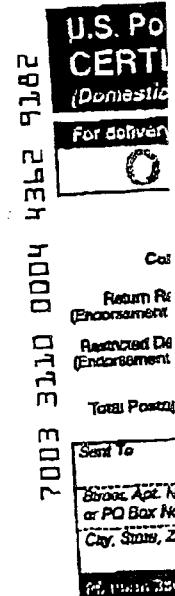


Midland Mortgage Co.  
999 N.W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone: (405) 426-1200 Fax: (405) 426-1739

Thursday, December 16, 2004

**CERTIFIED MAIL**

COL  
TIFFANIE L HOLMES  
334 OLIVE AVE  
DU BOIS PA 15801-1928



NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE. Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING.**

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

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Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



## Midland Mortgage Co.

P.O. Box 26648  
 Oklahoma City, Oklahoma  
 Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE: 02/14/05

TO: JASON E KAHLEY  
 101 N MAIN ST  
 MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
 FHA/VA/PMI# 4422141815703

Dear Mortgagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgage Company and must be received at:

Midland Mortgage Company  
 P O Box 268888  
 Oklahoma City, OK 73126-8888

not later than the dates and times specified herein.

In the event payment (as specified in the preceding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

- (A) If you wish to **CURE THE DEFAULT** within thirty (30) days from the date of this letter, you must pay the **TOTAL AMOUNT DUE** stated above, plus an additional monthly installment if payment is made after the 1<sup>st</sup> day of the next month, plus an additional late charge if due at time of payment and not included above. A **LATE CHARGE** is due with each mortgage payment that is paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88
- (B) If payment is made **AFTER THIRTY (30) DAYS** from the date of this letter, but **BEFORE FORECLOSURE PROCEEDING** has been started, the amount you will have to pay will also

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Send To  
 Street, Apt. No.  
 or PO Box No.  
 City, State, ZIP

Print Name, Street

include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

**AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED**, you have the right to STOP the foreclosure action any time up to **ONE (1) HOUR BEFORE** the commencement of the **SHERIFF'S SALE** by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with **REASONABLE LEGAL FEES ACTUALLY INCURRED**, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000.

Should you **FAIL** to reinstate the loan as outlined above, the mortgage premises will be **SOLD AT SHERIFF'S SALE**, which will take place approximately seven (7) to eleven (11) weeks following **SERVICE** of the Complaint in Mortgage Foreclosure, at which time your **OWNERSHIP** interest in mortgaged premises will be **TERMINATED**, and thereafter, if occupied, proceedings will be taken to **OBTAIN POSSESSION** of the real estate.

You have the right to **REFINANCE THE LOAN** with another lending institution or **TRANSFER THE PROPERTY** to another person, under and subject to the existing mortgage. That person will have the **SAME RIGHT TO CURE THE DEFAULT** as you have, subject to the same limitation and requirements.

You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Company  
Collection Department



## Midland Mortgage Co.

P.O. Box 26648  
 Oklahoma City, Oklahoma  
 Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

7266	7266	7266	7266	7266
DATE	9121			
TO:	0000	0000	0000	0000
RE:	0000	0000	0000	0000
Condi				
Return Recd (Endorsement Rec)				
Restricted Distr (Endorsement Rec)				
Total Postage				
7004				
Send To				
Street, Apt. No.; or PO Box No.				
City, State, ZIP				
PS Form 1850, 8-64				

DATE 02/14/05

TO: TIFFANIE L HOLMES  
 101 N MAIN ST  
 MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
 FHA/VA/PMI# 4422141815703

Dear Mortgagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortgage Company and must be received at:

Midland Mortgage Company  
 P O Box 268888  
 Oklahoma City, OK 73126-8888

not later than the dates and times specified herein.

In the event payment (as specified in the preceding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

- (A) If you wish to **CURE THE DEFAULT** within thirty (30) days from the date of this letter, you must pay the **TOTAL AMOUNT DUE** stated above, plus an additional monthly installment if payment is made after the 1<sup>st</sup> day of the next month, plus an additional late charge if due at time of payment and not included above. A **LATE CHARGE** is due with each mortgage payment that is paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88.
- (B) If payment is made **AFTER THIRTY (30) DAYS** from the date of this letter, but **BEFORE FORECLOSURE PROCEEDING** has been started, the amount you will have to pay will also

include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

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You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Company  
Collection Department

COMPANY NAME: MIDFIRST BANK

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

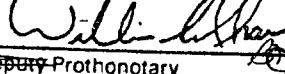
I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 4/11/05

By A. J. P. [Signature]

Title vice President

5-19-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Leon P. Haller  
Deputy Prothonotary

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

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

MIDFIRST BANK

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY  
Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

05-526-CD

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

#### NOTICE

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

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

#### CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

#### AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

#### CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES AND  
JASON E. KAHLEY,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

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

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

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

MIDFIRST BANK,

Plaintiff

vs.

TIFFANIE L. HOLMES A/K/A TIFFANY L.  
KAHLEY AND JASON E. KAHLEY,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendants, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY, are adult individuals whose last known address is 101 NORTH MAIN STREET MIFFLINTOWN, PA 17059.
3. On or about, August 11, 2000, the said Defendants executed and delivered a Mortgage Note in the sum of \$54,971.00 payable to CENDANT MORTGAGE CORPORATION, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument Number 200011702 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to MIDFIRST BANK and was recorded in the aforesaid County as Instrument Number 200206605. Said Mortgage and Assignment is incorporated herein by reference.
5. The land subject to the Mortgage is: 334 OLIVE AVENUE DUBOIS, PA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on October 01, 2004 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,009.94
Interest at \$12.89 per day From 09/01/2004 To 05/01/2005 ( based on contract rate of 8.8750%)	\$3,119.38
Accumulated Late Charges Late Charges \$17.50 From 10/01/2004 to 05/01/2005	\$165.01 \$140.00
Escrow Deficit	\$302.60
Attorney's Fee at 5% of Principal Balance	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

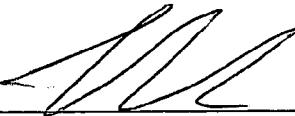
\*\*Together with interest at the per diem rate noted above after May 01, 2005 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated December 16, 2004, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the December 16, 2004 notices is attached hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.8750% (\$12.89 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

## NOTE

Multistate

FHA Case No.

442-2141815-703

August 11th, 2000

[Date]

334 OLIVE AVE DU BOIS, PA 15801

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Cendant Mortgage Corporation

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents**

Dollars (U.S. \$ 54,971.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Eight and Seven Eighteenths percent ( 8.875 %)** per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1st , 2000** . Any principal and interest remaining on the first day of **September 2030** , will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at **3000 Leadenhall Road Mount Laurel, NJ 08054** or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 437.38 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

Exhibit A

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.00 %** ) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

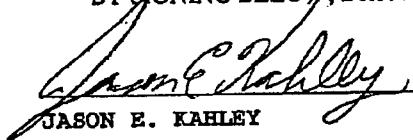
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

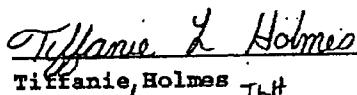
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



JASON E. KAHLEY

(Seal)

-Borrower



Tiffanie L. Holmes T.L.H

(Seal)

-Borrower

(Seal)

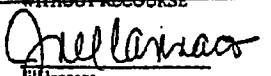
-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF

WITHOUT RECOURSE

  
Tiffany L. Holmes  
Assistant Vice President  
Cendant Mortgage Corporation DRA  
PRH Mortgage Services, Inc.

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

**ALLONGE ATTACHMENT TO THE NOTE**

CENDANT REF: 0012399044  
INVESTOR REF: 46013981

Allonge to that certain note dated 08/11/2000

In the amount of \$ 54971

To: JASON E KAHLEY  
TIFFANIE L HOLMES

Premises: 334 OLIVE AVE  
DU BOIS, PA 15801

Pay to the order of :

without recourse this the June 19, 2003

Cendant Mortgage Corporation

By : *Melissa Siegel*  
Name : Melissa Siegel  
Title : Asst. Vice President

0012399044  
46013981  
533094  
KAHLEY, JASON E  
HOLMES, TIFFANIE L

Cendant Mortgage Corp. does hereby authorize Mid First Bank to cancel and delete the incorrect Note endorsement from PHH Mtg Serv Inc to Blank and replace the cancelled endorsement with the attached Allonge.

*Melissa Siegel*

Melissa Siegel  
Asst. Vice President  
Cendant Mortgage Corp.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

Exhibit "B"



Midland Mortgage Co.  
999 N W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone. (405) 426-1200 Fax. (405) 426-1739

Thursday, December 16, 2004

CERTIFIED MAIL

COL  
JASON E KAHLEY  
334 OLIVE AVE  
DU BOIS

PA 15801-1928

U.S. PO	
CERTI	
(Domestic)	
For delivery	
<input checked="" type="checkbox"/>	
7004	0750
0001	0002
6882	4699
Card	
Return Rec	(Endorsement R)
Reinstated Delt	(Endorsement R)
Total Postage	
<input type="checkbox"/>	
Sent To	
Street, Apt No. or P.O. Box No. City, State, ZIP	
REGISTRATION NO.	

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE. Loan # 46013981

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 10/1/2004 through 12/14/2004.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,829.94.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

*Exhibit C*

(a) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88 .

(b) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to STOP the foreclosure action any time up to ONE (1) HOUR BEFORE the commencement of the SHERIFF'S SALE by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with REASONABLE LEGAL FEES ACTUALLY INCURRED, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you FAIL to reinstate the loan as outlined above, the mortgage premises will be SOLD AT SHERIFF'S SALE, which will take place approximately seven (7) to eleven (11) weeks following SERVICE of the Complaint in Mortgage Foreclosure, at which time your OWNERSHIP interest in mortgage premises will be TERMINATED, and thereafter, if occupied, proceedings will be taken to OBTAIN POSSESSION of the real estate.

You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

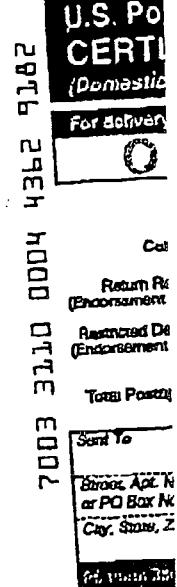
You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
999 N.W. Grand Boulevard, Suite 110  
Oklahoma City, Oklahoma 73116  
Phone: (405) 426-1200 Fax: (405) 426-1739



Thursday, December 16, 2004

CERTIFIED MAIL

COL  
TIFFANIE L HOLMES  
334 OLIVE AVE  
DU BOIS PA 15801-1928

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

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In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

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You have the right to REFINANCE THE LOAN with another lending institution or TRANSFER THE PROPERTY to another person, under and subject to the existing mortgage. That person will have the SAME RIGHT TO CURE THE DEFAULT as you have, subject to the same limitation and requirements.

You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.  
Collection Department  
46013981



Midland Mortgage Co.  
P.O. Box 26648  
Oklahoma City, Oklahoma  
Phone (800) 552-3000 Fax (405) 426-1739

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO 6 OF 1974

DATE: 02/14/05

TO: JASON E KAHLEY  
101 N MAIN ST  
MIFFLINGTOWN, PA 17059-1006

RE MMC# 46013981  
FHA/VA/PMI# 4422141815703

Dear Mortgagor(s):

Midland Mortgage Company is the holder of a Mortgage and a Note on the above premises, or is the mortgage-servicing agent for such holder.

As of the date of this notice, **THE MORTGAGE IS IN DEFAULT STATUS** because of non-payment of the following:

Payments, late charges, and advances from 10/01/04 through 02/14/05.

The total amount now required to cure the default, or in other words to get caught up on your payments, is \$3,054.88.

All payments referred to in this notice must be in the form of Cashier's or Certified Check made payable to Midland Mortuary Company and must be received at:

Midland Mortgage Company  
Midland Mortgage Company  
P O Box 268888  
Oklahoma City, OK 73126-88

not later than the dates and times specified herein.

In the event payment (as specified in the preceding paragraph) is not made **WITHIN THIRTY (30) DAYS** from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute **MORTGAGE FORECLOSURE PROCEEDING**.

(A) If you wish to CURE THE DEFAULT within thirty (30) days from the date of this letter, you must pay the TOTAL AMOUNT DUE stated above, plus an additional monthly installment if payment is made after the 1<sup>st</sup> day of the next month, plus an additional late charge if due at time of payment and not included above. A LATE CHARGE is due with each mortgage payment that is paid more than fifteen (15) days after the due date. Your current monthly installment is \$590.88

(B) If payment is made AFTER THIRTY (30) DAYS from the date of this letter, but BEFORE FORECLOSURE PROCEEDING has been started, the amount you will have to pay will also

<b>U.S. Po CERT (Domestic)</b>	
<b>For delivery</b>	
	
<b>Can</b>	
<b>Recent Rec (Endorsement R)</b>	
<b>Published Date (Endorsement R)</b>	
<b>Total Postage</b>	
<b>Send To</b>	
Street, Apt No: or PO Box No: City, State, ZIP	
P.R. Form 5000-5000	

include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

**AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED**, you have the right to STOP the foreclosure action any time up to **ONE (1) HOUR BEFORE** the commencement of the **SHERIFF'S SALE** by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with **REASONABLE LEGAL FEES ACTUALLY INCURRED**, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000.

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Sincerely,

Midland Mortgage Company  
Collection Department



Midland Mortgage Co.  
P.O. Box 26648  
Oklahoma City, Oklahoma  
Phone (800) 552-3000 Fax (405) 426-1739



7266 1121  
0000 0000  
1164 1124  
7004

P

Card  
Return Rec  
Endorsement Rec  
Restricted Delivery  
Endorsement Rec

Total Postage

Send To  
Street, Apt. No.  
or PO Box No.  
City, State, ZIP

PS Form 100-8801

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE  
LOAN BALANCE UNDER SECTION 403  
OF PENNSYLVANIA ACT NO. 6 OF 1974

DATE 02/14/05

TO: TIFFANIE L HOLMES  
101 N MAIN ST  
MIFFLINGTOWN, PA 17059-1006

RE: MMC# 46013981  
FHA/VA/PMI# 4422141815703

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Midland Mortgage Company  
P O Box 268888  
Oklahoma City, OK 73126-8888

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include the regular monthly installments and late charges then due, plus, if incurred, any ATTORNEY'S FEE OF NOT MORE THAN \$50.00 and any title report costs, which amount can be obtained by contacting Midland Mortgage Company at 1-800-552-3000, extension 1799.

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Sincerely,

Midland Mortgage Company  
Collection Department

COMPANY NAME: MIDFIRST BANK

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated 4/11/05

By John Miller  
Title vice President

MIDFIRST BANK

*Plaintiff*

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2005-00526-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: June 21, 2005

**FILED** 1CC#1 Compl  
m/3/2005 to Shff  
JUN 23 2005  
Atty pd. 7.00  
William A. Shaw  
Prothonotary/Clerk of Courts  
GW

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

MIDFIRST BANK,  
PLAINTIFF  
VS.  
TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

FILED <sup>(6K)</sup>  
Atty pd  
m 14:00 2005 2000  
OCT 27 2005 ab cc  
Notice to  
William A. Shaw <sup>Atty</sup>  
Prothonotary/Clerk of Courts  
Staten to  
Atty

P R A E C I P E

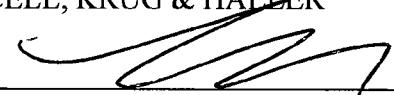
**TO THE PROTHONOTARY OF THE WITHIN COUNTY:**

Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s) **TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY AND JASON E. KAHLEY** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$53,009.94
Interest	\$3,119.38
Per diem of \$12.89	
From 09/01/2004	
To 05/01/2005	
Accumulated Late Charges	\$165.01
Late Charges	\$140.00
(\$17.50 per month to 05/01/2005)	
Escrow Deficit	\$302.60
5% Attorney's Commission	\$2,650.50
<b>TOTAL</b>	<b>\$59,387.43</b>

\*\*Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By 

Leon P. Haller PA I.D. # 15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

MIDFIRST BANK,  
PLAINTIFF

VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Mortgage in the above case is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C.A. Section 707 1715z11) and therefore does not fall within the provisions of PA Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program).

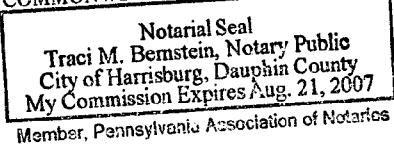
Sworn to and subscribed :

before me this 26 day :

of OCT 2005 :

  
LEON P. HALLER, ESQUIRE

  
Traci M. Bernstein, Notary Public  
COMMONWEALTH OF PENNSYLVANIA



MIDFIRST BANK,  
PLAINTIFF

VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,  
**LEON P. HALLER, ESQUIRE** who being duly sworn according to law deposes and states that the  
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way  
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :

before me this 26 day :

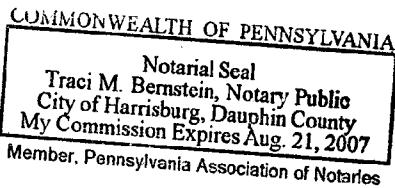
of Oct 2005 :



LEON P. HALLER, ESQUIRE



Traci M. Bernstein  
Notary Public



MIDFIRST BANK,  
PLAINTIFF

VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**  
**PURSUANT TO PA. R.C.P. 237.1**

I hereby certify that on August 17, 2005 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By \_\_\_\_\_  
Leon P. Haller PA I.D. # 15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

MIDFIRST BANK,  
Plaintiff  
VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L.  
KAHLEY AND JASON E. KAHLEY  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-00526-CD

CIVIL ACTION LAW  
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **August 17, 2005**

**TO:**

TIFFANIE L. HOLMES  
A/K/A TIFFANIE L. KAHLEY  
142 TOZIER AVENUE  
APT. B  
DUBOIS, PA 15801

JASON E. KAHLEY  
101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

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

**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 (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 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 SERVICE TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

PURCELL, KRUG & HALLER

By   
LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178

MIDFIRST BANK,  
PLAINTIFF

VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

 COPY

**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on October 27, 2005 the following judgment has been entered against you in the above-captioned matter:

**\$59,387.43 and for the sale and foreclosure of your property located at: 334 OLIVE AVENUE  
DUBOIS, PA 15801**

Dated: October 26, 2005

---

PROTHONOTARY

Attorney for Plaintiff:  
Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

TIFFANIE L. HOLMES A/K/A  
TIFFANIE L. KAHLEY  
142 TOZIER AVENUE  
APT. B  
DUBOIS, PA 15801

JASON E. KAHLEY  
101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

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

 COPY

MidFirst Bank  
Plaintiff(s)

No.: 2005-00526-CD

Real Debt: \$59,387.43

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tiffanie L. Holmes a/k/a  
Tiffanie L. Kahley  
Jason E. Kahley  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 27, 2005

Expires: October 27, 2010

Certified from the record this 27th day of October, 2005.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100582  
NO: 05-526-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK  
vs.  
DEFENDANT: TIFFANIE L. HOLMES a/k/a TIFFANIE L. KAHLEY

SHERIFF RETURN

NOW, July 25, 2005 AT 12:39 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIFFANIE L. HOLMES aka TIFFANIE L. KAHLEY DEFENDANT AT 142 TOZIER AVE., APT B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIFFANIE HOLMES, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED

01 9:44 AM  
OCT 13 2005

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PURCELL	109707	10.00
SHERIFF HAWKINS	PURCELL	109707	70.56

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

MIDFIRST BANK,

PLAINTIFF

VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

P.R.C.P. 3180-3183

**TO THE PROTHONOTARY:**

Issue a Writ of Execution in the above matter on the real estate located at **334 OLIVE AVENUE  
DUBOIS, PA 15801** as follows:

Unpaid Principal Balance	\$53,009.94
Interest	\$7,037.94
Per diem of \$12.89	
To 3/1/06	
Late Charges	\$668.41
(\$17.50 per month to 3/06)	
Escrow Deficit	\$3,000.00
5% Attorney's Commission	<u>\$2,650.50</u>
<b>TOTAL WRIT</b>	<b>\$66,366.79</b>

139.00 Prothonotary costs

\*\*Together with any additional interests, charges and costs to the date of Sheriff's Sale.

By   
LEON P. HALLER I.D. #15700  
ATTORNEY FOR PLAINTIFF  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Dated: October 26, 2005

Attached is a description of the real estate.

6K  
**FILED** Atty pd  
m/4 op/SA 20.00  
OCT 27 2005 ICC  
6 wnts  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Shff  
w descr.

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half (40 $\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth (40 $\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 334 OLIVE AVENUE DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Allen M. Flegal and Tanya Flegal, by Deed dated 7/26/00 and recorded 8/11/00 as Clearfield County Instrument Number 200011701, granted and conveyed unto Jason E. Kahley and Tiffanie L. Holmes.

Assessment # 0074-08446

MIDFIRST BANK,  
PLAINTIFF  
  
VS.  
  
TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
  
CIVIL ACTION LAW  
  
NO. 2005-00526-CD  
  
IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **334 OLIVE AVENUE DUBOIS, PA 15801**:

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

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
142 TOZIER AVENUE  
APT. B  
DUBOIS, PA 15801

JASON E. KAHLEY  
101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**

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

S & T Bank  
P.O. Box D  
Brockway, PA 15824

Cowan Systems, LLC  
1910 Halethorpe Farms Road  
Baltimore, MD 21227

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

**PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):**

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

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: **UNKNOWN**

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:

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

TENANT/OCCUPANT  
334 OLIVE AVENUE  
DUBOIS, PA 15801

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, 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.



Leon P. Haller PA I.D. #15700  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

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

MidFirst Bank

Vs.

NO.: 2005-00526-CD

Tiffanie L. Holmes a/k/a Tiffanie L. Kahley  
and Jason E. Kahley

 COPY

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from TIFFANIE L. HOLMES a/k/a Tiffanie L. Kahley and JASON E. KAHLEY, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....	<b>\$53,009.94</b>	PAID:.....	<b>\$139.00</b>
INTEREST per diem of \$12.89 to 3/1/06:..	<b>\$7,037.94</b>	SHERIFF: \$	
PROTH. COSTS: \$		OTHER COSTS: \$	
5% ATTY'S COMM:.....	<b>\$2,650.50</b>	LATE CHARGES (\$17.50 per mo. to 3/06):..	<b>\$668.41</b>
DATE: 10/27/2005		ESCROW DEFICIT:.....	<b>\$3,000.00</b>

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half (40 $\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth (40 $\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 334 OLIVE AVENUE DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Allen M. Flegal and Tanya Flegal, by Deed dated 7/26/00 and recorded 8/11/00 as Clearfield County Instrument Number 200011701, granted and conveyed unto Jason E. Kahley and Tiffanie L. Holmes.

Assessment # 0074-08446

MIDFIRST BANK,  
PLAINTIFF

VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on  
11/22/2005, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA  
R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail  
(Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence),  
and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are  
as follows:

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
142 TOZIER AVENUE  
APT. B  
DUBOIS, PA 15801

JASON E. KAHLEY  
101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

S & T Bank  
P.O. Box D  
Brockway, PA 15824

Cowan Systems, LLC  
1910 Halethorpe Farms Road  
Baltimore, MD 21227

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

FILED <sup>NO CC</sup>  
m 12:34:84  
JAN 09 2006  
LS

William A. Shaw  
Prothonotary/Clerk of Courts

TENANT/OCCUPANT  
334 OLIVE AVENUE  
DUBOIS, PA 15801

By   
PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

LAW OFFICES

*Purcell, Krug & Haller*

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FAX (717) 234-1206

HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL JR.  
JILL M. WINKA  
BRIAN J. TYLER  
NICHOLE M. STALEY O'GORMAN

HERSHEY  
(717)533-3836  
JOSEPH NISSLEY (1910-1982)  
JOHN W. PURCELL  
VALERIE A. GUNNOF  
COUNSEL

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
142 TOZIER AVENUE  
APT. B  
DUBOIS, PA 15801

JASON E. KAHLEY  
101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

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P.O. Box D  
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Cowan Systems, LLC  
1910 Halethorpe Farms Road  
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DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

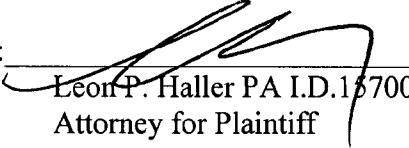
TENANT/OCCUPANT  
334 OLIVE AVENUE  
DUBOIS, PA 15801

**NOTICE IS HEREBY GIVEN** to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

**YOU ARE HEREBY NOTIFIED** that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

**YOU ARE FURTHER NOTIFIED** that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By:

  
Leon P. Haller PA I.D. 15700  
Attorney for Plaintiff

MIDFIRST BANK,

PLAINTIFF

VS.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
AND JASON E. KAHLEY,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-00526-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1**

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **FRIDAY, FEBRUARY 3, 2006**

TIME: **10:00 O'CLOCK A.M., PREVAILING LOCAL TIME**

LOCATION: Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830

**THE PROPERTY TO BE SOLD** is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

**334 OLIVE AVENUE  
DUBOIS, PA 15801**

**THE JUDGMENT** under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

**No. 2005-00526-CD      JUDGMENT AMOUNT \$59,387.43**

**THE NAMES OF THE OWNERS OR REPUTED OWNERS** of this property is:

**TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY AND JASON E. KAHLEY**

**A SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (**for example, to banks that hold mortgages and municipalities that are owed taxes**) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.**

**IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.**

**IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT**

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR  
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET  
FREE LEGAL ADVICE:**

**Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 (Ext. 5982)**

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178**

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereunto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half ( $40\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth ( $40\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 334 OLIVE AVENUE  
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BEING THE SAME PREMISES WHICH Allen M. Flegal and Tanya Flegal, by Deed dated 7/26/00 and recorded 8/11/00 as Clearfield County Instrument Number 200011701, granted and conveyed unto Jason E. Kahley and Tiffanie L. Holmes.

Assessment # 0074-08446

7160 3901 9849 0762 4075

**TO:** JASON E. KAHLEY  
101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

**SENDER:** NOS 02/03/06

**REFERENCE:** MIDLAND VS.

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees:	8.15

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 0762 4082

**TO:** TIFFANIE L. HOLMES  
A/K/A TIFFANIE L. KAHLEY  
142 TOZIER AVENUE  
APT. B  
DUBOIS, PA 15801

**SENDER:** NOS 02/03/06

**REFERENCE:** MIDLAND VS.

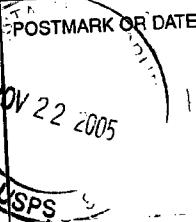
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees:	8.15

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



MIDLAND MORTGAGE COMPANY v. TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
Clearfield County Sale

2-3-06

U. S. POSTAL SERVICE  
CERTIFICATE OF MAILING  
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:  
TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY  
142 TOZIER AVENUE  
APT. B  
DUBOIS, PA 15801

Postmark:

U. S. POSTAL SERVICE  
CERTIFICATE OF MAILING  
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:  
JASON E. KAHLEY  
101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

Postmark:

U. S. POSTAL SERVICE  
CERTIFICATE OF MAILING  
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:  
DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Postmark:



MIDLAND MORTGAGE COMPANY v. TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY JASON E. KAHLEY  
Clearfield County Sale

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

TENANT/OCCUPANT  
334 OLIVE AVENUE  
DUBOIS, PA 15801

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

S & T Bank  
P.O. Box D  
Brockway, PA 15824

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Cowan Systems, LLC  
1910 Halethorpe Farms Road  
Baltimore, MD 21227

Postmark:



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1A \$ 00.90  
0004353871 NOV 22 2005  
MAILED FROM ZIP CODE 17102

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20247  
NO: 05-526-CD

PLAINTIFF: MIDFIRST BANK

vs.

DEFENDANT: TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY AND JASON E. KAHLEY

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/28/2005

LEVY TAKEN 12/12/2005 @ 2:20 PM

POSTED 12/12/2005 @ 2:20 PM

SALE HELD 02/03/2006

SOLD TO MIDFIRST BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/05/2006

DATE DEED FILED 03/29/2006

PROPERTY ADDRESS 334 OLIVE AVENUE DUBOIS , PA 15801

**FILED**

APR 05 2006 AP

013:45 AM

William A. Shaw  
Prothonotary/Clerk of Courts

5.00

**SERVICES**

12/16/2005 @ 11:09 AM SERVED TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY

SERVED, TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY, DEFENDANT AT HER RESIDENCE 142 TOZIER AVENUE, APT. B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTOPHER LARSON BOYFRIEND/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.

12/17/2005 @ 8:08 PM SERVED JASON E. KAHLEY

JUNIATA COUNTY SERVED JASON E. KAHLEY, DEFENDANT, AT HIS RESIDENCE 101 NORTH MAIN STREET, MIFFLINTOWN, JUNIATA COUNTY, PENNSYLVANIA BY HANDING TO JASON E. KAHLEY

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20247  
NO: 05-526-CD

PLAINTIFF: MIDFIRST BANK

vs.

DEFENDANT: TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY AND JASON E. KAHLEY

Execution REAL ESTATE

**SHERIFF RETURN**

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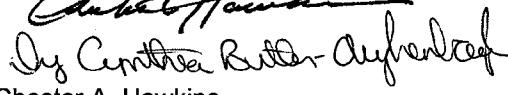
SHERIFF HAWKINS \$264.73

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
By   
Chester A. Hawkins  
Sheriff

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

MidFirst Bank

Vs.

NO.: 2005-00526-CD

Tiffanie L. Holmes a/k/a Tiffanie L. Kahley  
and Jason E. Kahley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from TIFFANIE L. HOLMES a/k/a Tiffanie L. Kahley and JASON E. KAHLEY, Defendant(s):

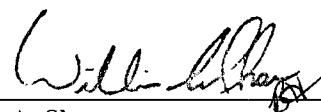
- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....	<b>\$53,009.94</b>	PAID:.....	<b>\$139.00</b>
INTEREST per diem of \$12.89 to 3/1/06:..	<b>\$7,037.94</b>	SHERIFF: \$	
PROTH. COSTS: \$		OTHER COSTS: \$	
5% ATTY'S COMM:.....	<b>\$2,650.50</b>	LATE CHARGES (\$17.50 per mo. to 3/06):..	<b>\$668.41</b>
DATE: 10/27/2005		ESCROW DEFICIT:.....	<b>\$3,000.00</b>



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 28<sup>th</sup> day  
of October A.D. 2005  
At 2:00 P.M.A.M.R.M

Requesting Party: Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Chesler A. Hawkins  
Sheriff by Cynthia Beller - Deputy Sheriff

ALL THAT CERTAIN Lot or piece of land with the improvements thereon all appurtenances thereto pertaining known as lot No. 110 in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Olive Avenue at the corner of lots Nos. 109 and 110 of H.S. Knarr's First Addition to DuBois; thence along Olive Avenue South forty and one-half (40 $\frac{1}{2}$ ) degrees East fifty (50) feet to a post at corner of Lot No. 111 of the same plat; thence along line of said Lot No. 111 southwest one hundred and fifty-two (152) feet to an alley; thence along the said alley North forty-one and one-fourth (40 $\frac{1}{4}$ ) degrees West fifty (50) feet to a post at corner of Lot No. 109; thence along line of Lot No. 109 northeast one hundred and fifty-three (153) feet to a post at Olive Avenue and the place of beginning.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 334 OLIVE AVENUE DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Allen M. Flegal and Tanya Flegal, by Deed dated 7/26/00 and recorded 8/11/00 as Clearfield County Instrument Number 200011701, granted and conveyed unto Jason E. Kahley and Tiffanie L. Holmes.

Assessment # 0074-08446

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY

NO. 05-526-CD

NOW, April 05, 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 February 03, 2006, I exposed the within described real estate of Tiffanie L. Holmes A/K/A Tiffanie L. Kahley And Jason E. Kahley to public venue or outcry at which time and place I sold the same to MIDFIRST BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	18.43
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	18.43
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$264.73</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	53,009.94
INTEREST @ %	0.00
FROM TO 02/03/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	668.41
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	2,650.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	3,000.00
PROPERTY INSPECTIONS	
INTEREST	7,037.94
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$66,406.79</b>
<b>COSTS:</b>	
ADVERTISING	1198.20
TAXES - COLLECTOR	0.00
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	264.73
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,973.93</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

## DEPUTATION

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

PAGE 20247

TERM & NO. 05-526-CD

MIDFIRST BANK

vs.

TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY AND JASON E. KAHLEY

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

SERVE BY: JAN. 2, 2005

**MAKE REFUND PAYABLE TO  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** JASON E. KAHLEY

**ADDRESS:** 101 NORTH MAIN STREET  
MIFFLINTOWN, PA 17059

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JUNIATA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, December 13, 2005.

RESPECTFULLY,



CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

# SHERIFF'S DEPARTMENT

**JUNIATA COUNTY, PENNSYLVANIA**  
**26 N. Main Street, Mifflintown, Pennsylvania 17059**

**SHERIFF SERVICE  
PROCESS RECEIPT, and AFFIDAVIT OF RETURN**

PLAINTIFF  MIDFIRST BANK	COURT NUMBER  2005-00526-CD (Clearfield Co.)
DEFENDANT  TIFFANIE L. HOLMES A/K/A TIFFANIE L. KAHLEY and JASON E. KAHLEY	TYPE OF WRIT OR COMPLAINT  WRIT OF EXECUTION NOTICE OF SHERIFF'S SALE
SERVE  Jason E. Kahley	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE  101 North Main Street, Mifflintown, Juniata County, Pennsylvania
ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)  Main Street, Mifflintown, Juniata County, Pennsylvania	
SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW:  Sheriff Chester A. Hawkins 1 North Second Street, Suite 116 Clearfield PA 16830	
<input type="checkbox"/> Indicate unusual service <input type="checkbox"/> Comm. of Pa. <input type="checkbox"/> Deputize <input type="checkbox"/> Other	

Signature of Attorney or other Originator requesting service on behalf of:  <b>Purcell, Krug &amp; Haller</b>	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER	DATE
<b>SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE</b>			
I acknowledge receipt of the writ or complaint as indicated above.			Date Received <b>12/15/05</b> Expiration Date <b>01/03/06</b>

I hereby certify and return that I  have personally served,  have legal evidence of service as shown in "Remarks,"  have executed as shown in "Remarks," the writ or complaint

SERVED NAME(S): Jason

TITLE: Def.      ADDRESS: Same.

NAME: OR BORO: Miss Flintown  
DATE: 12/17/05 TIME: 2008  
FEES: — MILEAGE: 0  
AFFIDAVIT: JRL

William A. Shaw  
Prothonotary/Clerk of Courts

APR 05 2006

FILED

ATTEMPTED SERVICE

DATE	TIME	MILEAGE	INITIALS
1 12/15/05	1335	-0-	JF
2 12/17/05	1875	0	JRL
3			
4			
5			

RECEIVED  
DATE: 12/15/05  
TIME: 0900