

05-971-CD
Wachovia Bank vs Joseph C. Opalski et al

Wachovia Bank vs. Joseph Opalski et al
2005-971-CD

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY

Plaintiff

vs.

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR. AND
JOAN M. OPALISKI

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982, ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 211 NORTH FRONT STREET, HARRISBURG, PENNSYLVANIA 17101.
2. Defendant, JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR., is an adult individual whose last known address is 1642 SPRUCE STREET, PUNXSUTAWNEY, PENNSYLVANIA 15767. Defendant, JOAN M. OPALISKI, is an adult individual whose last known address is 307 NICHOLS STREET, CLEARFIELD, PENNSYLVANIA 16830.
3. On or about, January 09, 1998, the said Defendant, JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR., executed and delivered a Mortgage Note in the sum of \$55,521.00 payable to TOWNE & COUNTRY MORTGAGE CORP., 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 in Mortgage Book 1900, Page 587 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and was recorded in the aforesaid County in Mortgage Book 1900, Page 597. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR

PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 307 NICHOLS STREET, CLEARFIELD, PENNSYLVANIA 16830 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on March 01, 2005 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

| | |
|--|-------------|
| UNPAID PRINCIPAL BALANCE | \$50,492.19 |
| Interest at \$9.82 per day From 02/01/2005 To 08/01/2005 (based on contract rate of 7.0000%) | \$1,777.42 |
| Late Charges \$14.78 From 03/01/2005 to 08/01/2005 | \$88.68 |
| Escrow Balance | \$528.98 |
| Attorney's Fee at 5% of Principal Balance | \$2,524.61 |
| <hr/> TOTAL | \$55,411.88 |

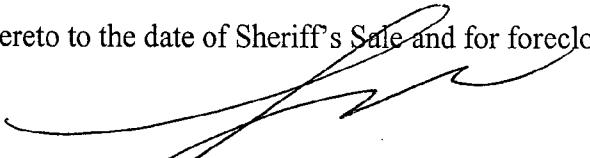
**Together with interest at the per diem rate noted above after August 01, 2005 and other charges and costs to date of Sheriff's Sale.

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, the Plaintiff sent to the Defendants written notice dated May 9, 2005, notifying them of the fact of default, amount needed to cure the delinquency and that if their account was not timely reinstated, a foreclosure action would be filed. A copy of the May 9, 2005 notices are attached hereto and marked as Exhibit "C".

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 7.0000% (\$9.82 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)

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Director of Accounting and Loan
Servicing

Date: 07-05-05

PENNSYLVANIA HOUSING FINANCE AGENCY
SERVICING AGENT FOR WACHOVIA BANK,
NATIONAL ASSOCIATION P/K/A FIRST UNION
NATIONAL BANK, AS SUCCESSOR TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE AGENCY

764183

Loan #90-060

Multistate

NOTE

FHA Case No.

4421925162-703

JANUARY 9, 1998

[Date]

307 NICHOLS STREET, CLEARFIELD, PA 16830

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means
TOWNE & COUNTRY MORTGAGE CORP.

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-FIVE THOUSAND**
FIVE HUNDRED TWENTY-ONE AND 00/100

Dollars (U.S. \$ **55,521.00**), 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 **SEVEN**
percent (7.000 %) 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
MARCH 1, 1998. Any principal and interest remaining on the first day of **FEBRUARY**
2028, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **150 ROBBINS STATION ROAD, NORTH HUNTINGDON, PA 15642**
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. \$ **369.39**. 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 (9601)

VMP MORTGAGE FORMS - (800)521-7291

Initials: JL

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.

(Seal)
-Borrower


JOSEPH C. OPALISKI, JR.
(Seal)
-Borrower

(Seal)
-Borrower

ALL taht certain lot or piece of land situate in the Borough of Clearfield, Clearfield County, Pennsylvania, being known in the Plan of West Clearfield, now the Third Ward, of the Borough of Clearfield as Lot No. 85, bounded as follows:

ON the South by Nichols Street; on the West by Lot No. 86; on the North by an alley on the East by Lot No. 84. Being fifty feet (50) front on Nichols Street and one hundred eighty (180) feet deep.

RECORDED B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 5 Services

Sheriff Docket # 100615

WACHOVIA BANK

Case # 05-971-CD

vs.

JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR. and JOAN M.
OPALISKI

SHERIFF RETURNS

NOW August 03, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOSEPH C. OPALISKI AKA JOSEPH C. OPALISKI JR.,
DEFENDANT. MOVED from 307 Nichols St. over 10 yrs ago..

SERVED BY: /

FILED
09:44 AM
OCT 13 2005
S

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 5 Services

Sheriff Docket # **100615**

WACHOVIA BANK

Case # **05-971-CD**

vs.

JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR. and JOAN M.
OPALISKI

SHERIFF RETURNS

NOW August 03, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI JR., DEFENDANT. MOVED from 1900 Bloomington AveExt to Punxsutawney.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100615
NO: 05-971-CD
SERVICE # 3 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK

vs.

DEFENDANT: JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR. and JOAN M. OPALISKI

SHERIFF RETURN

NOW, July 14, 2005 AT 2:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOAN M. OPALISKI DEFENDANT AT 307 NICHOLS ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOAN M. OPALISKI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100615
NO: 05-971-CD
SERVICE # 4 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK

VS.

DEFENDANT: JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR. and JOAN M. OPALISKI

SHERIFF RETURN

NOW, July 14, 2005 AT 2:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANTS (OPALISKI PROPERTY) DEFENDANT AT 307 NICHOLS ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOAN OPALISKI, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100615
NO: 05-971-CD
SERVICE # 5 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK

vs.

DEFENDANT: JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR. and JOAN M. OPALISKI

SHERIFF RETURN

NOW, July 13, 2005, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR..

NOW, July 14, 2005 AT 1:54 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR., DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100615
NO: 05-971-CD
SERVICES 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK

vs.

DEFENDANT: JOSEPH C. OPALISKI a/k/a JOSEPH C. OPALISKI JR. and JOAN M. OPALISKI

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | PURCELL | 110056 | 50.00 |
| SHERIFF HAWKINS | PURCELL | 110056 | 50.00 |
| SHERIFF HAWKINS | " | 112905 | 8.86 |
| JEFFERSON CO. | PURCELL | 110057 | 38.04 |

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



*Chester A. Hawkins
by Marilyn Harr*

Chester A. Hawkins
Sheriff

No. 05-971-CD

Personally appeared before me, Brian Henretta, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on July 14, 2005 at 1:54 o'clock P.M. served the Notice and Complaint in Mortgage Foreclosure upon JOSEPH C. OPALISKI, a/k/a JOSEPH C. OPALISKI, JR., Defendant, at 1642 Spruce Street, Punxsutawney, Township of McCalmont, County of Jefferson, State of Pennsylvania, by handing to him, personally a true copy of the Notice and Complaint and by making known to him the contents thereof.

| | |
|-------------------------|---------------|
| Advance Costs Received: | \$125.00 |
| My Costs: | \$ 36.04 Paid |
| Prothys: | \$ 2.00 |
| Total Costs: | \$ 38.04 |
| Refunded: | \$ 86.96 |

Sworn and subscribed
to before me this 15th
day of July 2005
By Brian Henretta
My Commission Expires The
First Monday January 2006

So Answers,

Brian Henretta Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

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

JUL 06 2005

Attest.

William L. Haller
Prothonotary/
Clerk of Courts

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

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR. AND
JOAN M. OPALISKI

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2005 - 971 - C0

**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

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY

Plaintiff

vs.

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR. AND
JOAN M. OPALISKI

Defendant

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

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
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Plaintiff

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CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

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2. Defendant, JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR., is an adult individual whose last known address is 1642 SPRUCE STREET, PUNXSUTAWNEY, PENNSYLVANIA 15767. Defendant, JOAN M. OPALISKI, is an adult individual whose last known address is 307 NICHOLS STREET, CLEARFIELD, PENNSYLVANIA 16830.
3. On or about, January 09, 1998, the said Defendant, JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR., executed and delivered a Mortgage Note in the sum of \$55,521.00 payable to TOWNE & COUNTRY MORTGAGE CORP., which Note is attached hereto and marked Exhibit "A".
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PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 307 NICHOLS STREET, CLEARFIELD, PENNSYLVANIA 16830 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on March 01, 2005 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

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| UNPAID PRINCIPAL BALANCE | \$50,492.19 |
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| <hr/> TOTAL | \$55,411.88 |

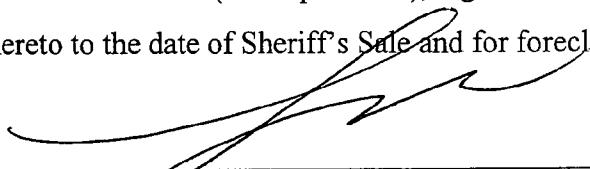
**Together with interest at the per diem rate noted above after August 01, 2005 and other charges and costs to date of Sheriff's Sale.

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, the Plaintiff sent to the Defendants written notice dated May 9, 2005, notifying them of the fact of default, amount needed to cure the delinquency and that if their account was not timely reinstated, a foreclosure action would be filed. A copy of the May 9, 2005 notices are attached hereto and marked as Exhibit "C".

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 7.0000% (\$9.82 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)

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Director of Accounting and Loan
Servicing

Date: 07-05-05

PENNSYLVANIA HOUSING FINANCE AGENCY
SERVICING AGENT FOR WACHOVIA BANK,
NATIONAL ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS SUCCESSOR TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE AGENCY

Multistate

NOTE

764183
Loan #90-060

FHA Case No.

4421925162-703

JANUARY 9, 1998

[Date]

307 NICHOLS STREET, CLEARFIELD, PA 16830

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means TOWNE & COUNTRY MORTGAGE CORP.

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-FIVE THOUSAND FIVE HUNDRED TWENTY-ONE AND 00/100**

Dollars (U.S. \$ **55,521.00**), 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 **SEVEN** percent (**7.000** %) 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 **MARCH 1, 1998**. Any principal and interest remaining on the first day of **FEBRUARY 2028**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **150 ROBBINS STATION ROAD, NORTH HUNTINGDON, PA 15642**

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. \$ **369.39**. 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 (9601)

VMP MORTGAGE FORMS - (800)521-7291

Initials: JL



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.


(Seal) _____ (Seal) _____
-Borrower JOSEPH C. OPALISKI, JR. -Borrower

(Seal) _____ (Seal) _____
-Borrower -Borrower

(Seal) _____ (Seal) _____
-Borrower -Borrower

(Seal) _____ (Seal) _____
-Borrower -Borrower

ALL taht certain lot or piece of land situate in the Borough of Clearfield, Clearfield County, Pennsylvania, being known in the Plan of West Clearfield, now the Third Ward, of the Borough of Clearfield as Lot No. 85, bounded as follows:

ON the South by Nichols Street; on the West by Lot No. 86; on the North by an alley on the East by Lot No. 84. Being fifty feet (50) front on Nichols Street and one hundred eighty (180) feet deep.

PENNSYLVANIA HOUSING FINANCE AGENCY
Single Family Programs Division
211 North Front Street
P.O. Box 15057
Harrisburg, Pennsylvania 17105-5057
(717) 780-3870/TTY (717) 780-1869

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

May 09, 2005

RE: Account NO: 764183

JOSEPH C OPALISKI
JOAN M OPALISKI
307 NICHOLS STREET
CLEARFIELD PA 16830

RE: 307 NICHOLS STREET
CLEARFIELD PA 16830

Dear Occupant(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by CORESTATES BANK, NA, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us or ours) on your property located at 307 NICHOLS STREET CLEARFIELD PA 16830 IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$16.00 for March 01, 2005 through May 01, 2005 for a total of \$1,563.00, plus late charges and other charges that have accrued to this date in the amounts of \$29.56 and \$.00 respectively. The total listed below includes any fees (inspections or securing) that needed to be completed. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,592.56.

You may cure this default within thirty (30) DAYS of the date of this letter, by paying to us the total amount of \$1,592.56, plus any additional monthly payments, expenses and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at

PENNSYLVANIA HOUSING FINANCE AGENCY
211 NORTH FRONT STREET/P.O. BOX 15057
HARRISBURG, PA 17105-5057
(717) 780-3870/3871 or 1-800-822-7375
or TTY (800) 346-3597

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin

EXHIBIT

legal proceeding ~~against~~ against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments and any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately five months from the date of this Notice.

A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

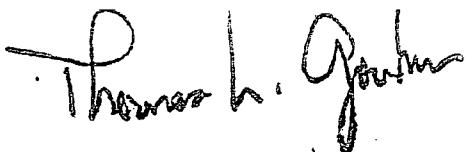
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such action.

If you maintain credit, life or disability insurance in connection with your mortgage loan, your failure to pay premiums with your payments may have already resulted or may result in the future in the lapse or a cancellation of that insurance by the insurance company. If the insurance lapses or is cancelled, reinstatement of the loan will not reinstate the insurance, and you will have to apply to

the insurance company and qualify for replacement insurance if you wish to retain it.

If you make partial payments on account of the delinquencies, we may accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan. The loan will not be reinstated unless we receive the entire amount required to cure the default.

Sincerely,



Mr. Thomas L. Gouker
Manager of Collections
PENNSYLVANIA HOUSING FINANCE AGENCY
211 North Front Street/ P.O. Box 15057
Harrisburg, PA 17105-5057

TLG/jrd

2LS,1
P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y
Single Family Programs Division
211 North Front Street
P.O. Box 15057
Harrisburg, Pennsylvania 17105-5057
(717) 780-3870/TTY (717) 780-1869

N O T I C E

May 09, 2005

JOSEPH C OPALI SKI
JOAN M OPALI SKI
307 NICHOLS STREET
CLEARFIELD PA 16830

RE: Account#: 764183

TO: JOSEPH C OPALI SKI
JOAN M OPALI SKI
307 NICHOLS STREET
CLEARFIELD PA 16830

FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

If these agencies are not near you, you can call HUD's toll free #800-569-4287 for financially distressed mortgagors for information concerning HUD-approved housing counseling agencies.

Enclosure Housing Counseling List

7160 3901 9848 8558 0776

JOAN M OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

EDER:

GO

ERENCE:

764183

PS Form 3800, June 2000

| | |
|------|----------------------|
| JRN | Postage |
| EIPT | Certified Fee |
| /ICE | Return Receipt Fee |
| | Restricted Delivery |
| | Total Postage & Fees |

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail



2. Article Number



7160 3901 9848 8558 0776

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

JOAN M OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

7160 3901 9848 8558 0783

TO:
JOSEPH C OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

SENDER:

GO

REFERENCE:
764183

PS Form 3800, June 2000

| | |
|---------|----------------------|
| RETURN | Postage |
| RECEIPT | Certified Fee |
| SERVICE | Return Receipt Fee |
| | Restricted Delivery |
| | Total Postage & Fees |

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail



| | |
|-----|-------------------|
| 060 | Lien: 1 |
| 060 | Date Due: 3/01/05 |
| 060 | Pmt: 516.00 |
| 060 | P&I: 22/05 |
| 060 | W/EXT: S |
| 060 | dit Scor |
| 060 | 03/05 |
| 060 | Page: 1 |

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

MAY 11 2005

C. Signature

 Agent
 Addressee

D. Is delivery address different from item 1?

IF YES, enter delivery address below:

Yes

No

764183
PS Form 3811, July 2001

Domestic Return Receipt

File
Collector
Initials

26

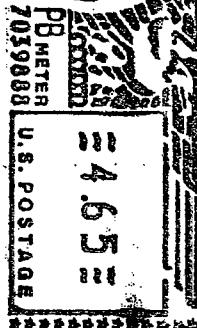
CERTIFIED MAIL

Pennsylvania Housing
Accounting & Loan Servicing Division
P.O. Box 15057
Harrisburg, PA 17105-5057



7120 3901 2448 6554 0783

RETURN RECEIPT REQUESTED



JOSEPH C OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

A
 C
 S

- INSUFFICIENT ADDRESS
- ATTEMPTED NOT KNOWN
- NO SUCH NUMBER/ STREET
- NOT DELIVERABLE AS ADDRESSED

- UNABLE TO FORWARD

RTS

RETURN TO SENDER

*Refused
PO Box 307
May 9 05*

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

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR. AND
JOAN M. OPALISKI

Defendants

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

JUL 06 2005

Attest.

William Lechner
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2005-971-C0

**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 IMMEDIATEMENTE.

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

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY

Plaintiff

vs.

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR. AND
JOAN M. OPALISKI

Defendant

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

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY

Plaintiff

vs.

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR. AND
JOAN M. OPALISKI

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982, ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 211 NORTH FRONT STREET, HARRISBURG, PENNSYLVANIA 17101.
2. Defendant, JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR., is an adult individual whose last known address is 1642 SPRUCE STREET, PUNXSUTAWNEY, PENNSYLVANIA 15767. Defendant, JOAN M. OPALISKI, is an adult individual whose last known address is 307 NICHOLS STREET, CLEARFIELD, PENNSYLVANIA 16830.
3. On or about, January 09, 1998, the said Defendant, JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR., executed and delivered a Mortgage Note in the sum of \$55,521.00 payable to TOWNE & COUNTRY MORTGAGE CORP., 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 in Mortgage Book 1900, Page 587 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and was recorded in the aforesaid County in Mortgage Book 1900, Page 597. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR

PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 307 NICHOLS STREET, CLEARFIELD, PENNSYLVANIA 16830 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on March 01, 2005 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

| | |
|--|-------------|
| UNPAID PRINCIPAL BALANCE | \$50,492.19 |
| Interest at \$9.82 per day From 02/01/2005 To 08/01/2005 (based on contract rate of 7.0000%) | \$1,777.42 |
| Late Charges \$14.78 From 03/01/2005 to 08/01/2005 | \$88.68 |
| Escrow Balance | \$528.98 |
| Attorney's Fee at 5% of Principal Balance | \$2,524.61 |
| <hr/> TOTAL | \$55,411.88 |

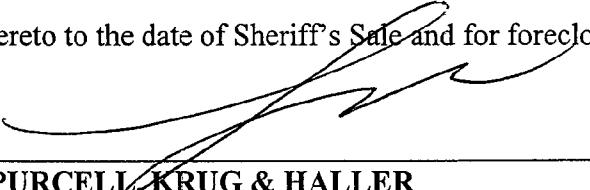
**Together with interest at the per diem rate noted above after August 01, 2005 and other charges and costs to date of Sheriff's Sale.

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, the Plaintiff sent to the Defendants written notice dated May 9, 2005, notifying them of the fact of default, amount needed to cure the delinquency and that if their account was not timely reinstated, a foreclosure action would be filed. A copy of the May 9, 2005 notices are attached hereto and marked as Exhibit "C".

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 7.0000% (\$9.82 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)

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Director of Accounting and Loan
Servicing

Date: 07-05-05

PENNSYLVANIA HOUSING FINANCE AGENCY
SERVICING AGENT FOR WACHOVIA BANK,
NATIONAL ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS SUCCESSOR TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE AGENCY

Multistate

NOTE

FHA Case No.

4421925162-703

JANUARY 9, 1998

[Date]

307 NICHOLS STREET, CLEARFIELD, PA 16830

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means
TOWNE & COUNTRY MORTGAGE CORP.

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-FIVE THOUSAND**
FIVE HUNDRED TWENTY-ONE AND 00/100

Dollars (U.S. \$ **55,521.00**), 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 **SEVEN**
percent (**7.000** %) 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
MARCH 1, 1998. Any principal and interest remaining on the first day of FEBRUARY
2028, will be due on that date, which is called the "Maturity Date."

(B) Place
Payment shall be made at **150 ROBBINS STATION ROAD, NORTH HUNTINGDON, PA 15642**
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. \$ **369.39** . 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 (9601)

VMP MORTGAGE FORMS - (800)521-7291

Initials: *JL*

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 presentation and notice of dishonor. "Presentation" 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.


(Seal) (Seal)
-Borrower -Borrower


(Seal) (Seal)
-Borrower -Borrower


(Seal) (Seal)
-Borrower -Borrower


(Seal) (Seal)
-Borrower -Borrower

PENNSYLVANIA HOUSING FINANCE AGENCY
Single Family Programs Division
211 North Front Street
P.O. Box 15057
Harrisburg, Pennsylvania 17105-5057
(717) 780-3870/TTY (717) 780-1869

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

May 09, 2005

RE: Account NO: 764183

JOSEPH C OPALISKI
JOAN M OPALISKI
307 NICHOLS STREET
CLEARFIELD PA 16830

RE: 307 NICHOLS STREET
CLEARFIELD PA 16830

Dear Occupant(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by CORESTATES BANK, NA, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us or ours) on your property located at 307 NICHOLS STREET CLEARFIELD PA 16830 IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$16.00 for March 01, 2005 through May 01, 2005 for a total of \$1,563.00, plus late charges and other charges that have accrued to this date in the amounts of \$29.56 and \$.00 respectively. The total listed below includes any fees (inspections or securing) that needed to be completed. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,592.56.

You may cure this default within thirty (30) DAYS of the date of this letter, by paying to us the total amount of \$1,592.56, plus any additional monthly payments, expenses and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at

PENNSYLVANIA HOUSING FINANCE AGENCY
211 NORTH FRONT STREET/P.O. BOX 15057
HARRISBURG, PA 17105-5057
(717) 780-3870/3871 or 1-800-822-7375
or TTY (800) 346-3597

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin

EXHIBIT

legal proceeding ~~against~~ against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments and any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately five months from the date of this Notice.

A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

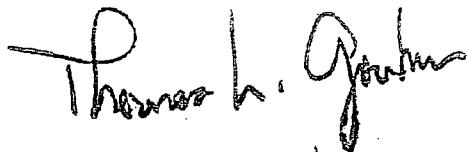
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such action.

If you maintain credit, life or disability insurance in connection with your mortgage loan, your failure to pay premiums with your payments may have already resulted or may result in the future in the lapse or a cancellation of that insurance by the insurance company. If the insurance lapses or is cancelled, reinstatement of the loan will not reinstate the insurance, and you will have to apply to

the insurance company and qualify for replacement insurance if you wish to retain it.

If you make partial payments on account of the delinquencies, we may accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan. The loan will not be reinstated unless we receive the entire amount required to cure the default.

Sincerely,



Mr. Thomas L. Gouker
Manager of Collections
PENNSYLVANIA HOUSING FINANCE AGENCY
211 North Front Street/ P.O. Box 15057
Harrisburg, PA 17105-5057

TLG/jrd

2LS,1
P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y
Single Family Programs Division
211 North Front Street
P.O. Box 15057
Harrisburg, Pennsylvania 17105-5057
(717) 780-3870/TTY (717) 780-1869

N O T I C E

May 09, 2005

JOSEPH C OPALI SKI
JOAN M OPALI SKI
307 NICHOLS STREET
CLEARFIELD PA 16830

RE: Account#: 764183

TO: JOSEPH C OPALI SKI
JOAN M OPALI SKI
307 NICHOLS STREET
CLEARFIELD PA 16830

FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

If these agencies are not near you, you can call HUD's toll free #800-569-4287 for financially distressed mortgagors for information concerning HUD-approved housing counseling agencies.

Enclosure Housing Counseling List

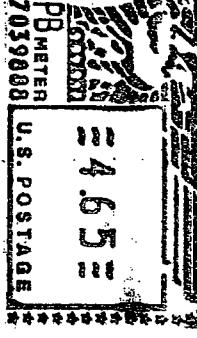
CERTIFIED MAIL

Pennsylvania Housing
Accounting & Loan Servicing Division
P.O. Box 15057
Harrisburg, PA 17105-5057



7100 3700 2400 6556 0783

RETURN RECEIPT REQUESTED



Refused
DO NOT
MAIL

JOSEPH C OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

A
 C
 S

- INSUFFICIENT ADDRESS
- ATTEMPTED NOT KNOWN
- NO SUCH NUMBER/STREET
- NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

RTS
RETURN TO SENDER

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-CD

IN MORTGAGE FORECLOSURE

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)

JOAN M. OPALISKI AND JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR. 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 | \$50,492.19 |
| Interest | \$1,777.42 |
| Per diem of \$9.82 | |
| From 02/01/2005 | |
| To 08/01/2005 | |
| Late Charges | \$88.68 |
| (\$14.78 per month to | |
| 08/01/2005) | |
| Escrow Deficit | \$528.98 |
| 5% Attorney's Commission | \$2,524.61 |
| TOTAL | \$55,411.88 |

**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

FILED

OCT 14 2005

M/11-25/05

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE TO DEF

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on August 16, 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

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY,

Plaintiff

VS.
JOSEPH C. OPALISKI A/K/A JOSEPH C.
OPALISKI, JR AND JOAN M. OPALISKI
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-971-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **August 16, 2005**

TO:

JOAN M. OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.
1642 SPRUCE STREET
PUNXSUTAWNEY, PA 15767

**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

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-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).

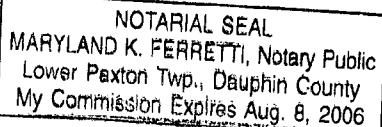
Sworn to and subscribed :

before me this 29 day :

of August 2005 :


LEON P. HALLER, ESQUIRE


Maryland K. Ferretti
Notary Public



WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-CD

IN MORTGAGE FORECLOSURE

COPY

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

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Sworn to and subscribed :

before me this 29 day :

of August 2005 :

Maryland K. Ferretti
Notary Public


LEON P. HALLER, ESQUIRE

NOTARIAL SEAL
MARYLAND K. FERRETTI, Notary Public
Lower Paxton Twp., Dauphin County
My Commission Expires Aug. 8, 2006

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-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 29 day :

of August 2005 :

Maryland K. Ferretti
Notary Public

León P. Haller
LEON P. HALLER, ESQUIRE

NOTARIAL SEAL
MARYLAND K. FERRETTI, Notary Public
Lower Paxton Twp., Dauphin County
My Commission Expires Aug. 8, 2006

WACHOVIA BANK, NATIONAL ASSOCIATION,
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FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-CD

IN MORTGAGE FORECLOSURE

COPY

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

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LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
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LEON P. HALLER, ESQUIRE

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MARYLAND K. FERRETTI, Notary Public
Lower Paxton Twp., Dauphin County
My Commission Expires Aug. 8, 2006

WACHOVIA BANK, NATIONAL ASSOCIATION,
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VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on Oct. 14, 2005 the following judgment has been entered
against you in the above-captioned matter:

**\$55,411.88 and for the sale and foreclosure of your property located at: 307 NICHOLS
STREET, CLEARFIELD, PENNSYLVANIA 16830**

Dated: August 29, 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

JOAN M. OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.
1642 SPRUCE STREET
PUNXSUTAWNEY, PA 15767

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-CD

IN MORTGAGE FORECLOSURE

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)

JOAN M. OPALISKI AND JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR. 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 | \$50,492.19 |
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| From 02/01/2005 | |
| To 08/01/2005 | |
| Late Charges | \$88.68 |
| (\$14.78 per month to | |
| 08/01/2005) | |
| Escrow Deficit | \$528.98 |
| 5% Attorney's Commission | \$2,524.61 |
| TOTAL | \$55,411.88 |

**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

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-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 **307 NICHOLS
STREET, CLEARFIELD, PENNSYLVANIA 16830** as follows:

| | |
|-----------------------------|--------------------|
| Unpaid Principal Balance | \$50,492.19 |
| Interest | \$589.20 |
| Per diem of \$9.82 | |
| To 9/1/05 | |
| Late Charges | \$29.56 |
| (\$14.78 per month to 9/05) | |
| Escrow Deficit | \$2,000.00 |
| 5% Attorney's Commission | \$2,524.61 |
| TOTAL WRIT | \$58,030.64 |

FILED

OCT 14 2005
M 11:20 AM
William A. Shaw
Prothonotary/Clerk of Courts

No. 164

6 WRTS TO
SVC

**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: August 29, 2005

Attached is a description of the real estate.

ALL THAT CERTAIN lot or piece of land situate in the Borough of Clearfield, Clearfield County, Pennsylvania, being known in the Plan of West Clearfield, now the Third Ward of the Borough of Clearfield as Lot No. 85, bounded as follows:

On the South by Nichols Street;
On the West by Lot No. 86;
On the North by an alley;
On the East by Lot No. 84.

BEING fifty (50) feet front of Nichols Street and one hundred eighty (180) feet deep.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 307 NICHOLS STREET
CLEARFIELD, PENNSYLVANIA 16830

BEING THE SAME PREMISES WHICH Joseph C. Opaliski, Jr. by deed dated 1/21/00 and recorded 1/27/00 to Clearfield County Instrument No. 200001222 granted and conveyed unto Joseph C. Opaliski, Jr. and Joan M. Opaliski.

Map No. K08-208-00078
Control No. 0043-05141

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

Wachovia Bank National Association,

Vs.

NO.: 2005-00971-CD

Joan M.Opaliski
Joseph C. Opaliski, A/K/A
Joseph C. Opaliski Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK NATIONAL ASSOCIATION, Plaintiff(s) from JOSEPH C. OPALISKI, JOSEPH C. OPALISKI JR., JOAN M. OPALISKI, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
307 Nichols Street, Clearfield, PA 16830 (see Attached Sheet)
- (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: \$58,030.64

PAID:

INTEREST: \$

SHERIFF: \$146.90

PROTH. COSTS: \$125.00

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 10/14/2005

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
717-234-4178

Sheriff

ALL THAT CERTAIN lot or piece of land situate in the Borough of Clearfield, Clearfield County, Pennsylvania, being known in the Plan of West Clearfield, now the Third Ward of the Borough of Clearfield as Lot No. 85, bounded as follows:

On the South by Nichols Street;
On the West by Lot No. 86;
On the North by an alley;
On the East by Lot No. 84.

BEING fifty (50) feet front of Nichols Street and one hundred eighty (180) feet deep.

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Map No. K08-208-00078
Control No. 0043-05141

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI,
JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 11/14/2005, 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:

JOAN M. OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.
1642 SPRUCE STREET
PUNXSUTAWNEY, PA 15767

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
307 NICHOLS STREET
CLEARFIELD, PENNSYLVANIA 16830

Mid State Bank
P. O. Box 1384
Pottsville, PA 17901

FILED NO CC
M 112:33:61
JAN 09 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

Mid State Bank c/o
Michelle Welsh
P. O. Box 1384
Pottsville, PA 17901

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HERSHEY
(717) 533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

JOAN M. OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.
1642 SPRUCE STREET
PUNXSUTAWNEY, PA 15767

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
307 NICHOLS STREET
CLEARFIELD, PENNSYLVANIA 16830

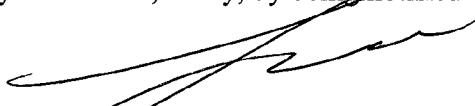
Mid State Bank
P. O. Box 1384
Pottsville, PA 17901

Mid State Bank c/o
Michelle Welsh
P. O. Box 1384
Pottsville, PA 17901

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

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY,

PLAINTIFF

VS.

JOAN M. OPALISKI
JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2005-971-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
2nd 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:

**307 NICHOLS STREET
CLEARFIELD, PENNSYLVANIA 16830**

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 2005-971-CD

JUDGMENT AMOUNT \$55,411.88

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

**JOAN M. OPALISKI and
JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR.**

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 a 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 situate in the Borough of Clearfield, Clearfield County, Pennsylvania, being known in the Plan of West Clearfield, now the Third Ward of the Borough of Clearfield as Lot No. 85, bounded as follows:

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Map No. K08-208-00078
Control No. 0043-05141

7160 3901 9849 0762 4372

TO: JOAN M. OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

SENDER: NOS 02/03/06

REFERENCE: PHFA VS. OPALISKI

7160 3901 9849 0762 4365

TO: JOSEPH C. OPALISKI A/K/A
JOSEPH C. OPALISKI, JR.
1642 SPRUCE STREET
PUNXSUTAWNEY, PA 15767

SENDER: NOS 02/03/06

REFERENCE: PHFA VS. OPALISKI

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

POSTMARK OR DATE
V 14 2005
URG PM

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

POSTMARK OR DATE

116 2005

PENNSYLVANIA HOUSING FINANCE AGENCY v. JOAN M. OPALISKI JOSEPH C. OPALISKI
A/K/A JOSEPH C. OPALISKI, JR.
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:
JOAN M. OPALISKI
307 NICHOLS STREET
CLEARFIELD, PA 16830

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:
JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR.
1642 SPRUCE STREET
PUNXSUTAWNEY, PA 15767

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

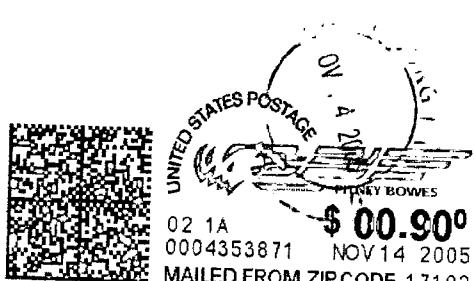
Received from:

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:



PENNSYLVANIA HOUSING FINANCE AGENCY v. JOAN M. OPALISKI JOSEPH C. OPALISKI
A/K/A JOSEPH C. OPALISKI, JR.
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
307 NICHOLS STREET
CLEARFIELD, PENNSYLVANIA 16830

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:
Mid State Bank
P. O. Box 1384
Pottsville, PA 17901

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:

Postmark:

Mid State Bank c/o
Michelle Welsh
P. O. Box 1384
Pottsville, PA 17901



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20242
NO: 05-971-CD

PLAINTIFF: WACHOVIA BANK NATIONAL ASSOCIATION

vs.

DEFENDANT: JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR. AND JOAN M. OPALISKI

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/14/2005

LEVY TAKEN 11/10/2005 @ 1:35 PM

POSTED 11/10/2005 @ 1:35 PM

SALE HELD 02/03/2006

SOLD TO WACHOVIA BANK NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

SOLD FOR AMOUNT \$54,000.00 PLUS COSTS

WRIT RETURNED 02/28/2006

DATE DEED FILED 02/28/2006

PROPERTY ADDRESS 307 NICHOLS STREET CLEARFIELD , PA 16830

SERVICES

11/16/2005 @ 9:24 AM SERVED JOAN M. OPALISKI

SERVED JOAN M. OPALISKI, DEFENDANT, AT HER RESIDENCE 307 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ED LANICH, 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.

12/05/2005 @ 10:30 AM SERVED JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR.

JEFFERSON COUNTY SERVED JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR. AT HIS RESIDENCE 1642 SPRUCE STREET,
PUNXSUTAWNEY, JEFFERSON COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH C. OPALISKI

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

FILED
01/30/2006
FEB 28 2006
(L)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20242
NO: 05-971-CD

PLAINTIFF: WACHOVIA BANK NATIONAL ASSOCIATION

vs.

DEFENDANT: JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR. AND JOAN M. OPALISKI

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$1,296.68

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

Day of 2006

Chester A. Hawkins
Sheriff

Charlotte Haubrich
Dr. Antjea Bitter-Auerbach

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

Wachovia Bank National Association,

Vs.

NO.: 2005-00971-CD

Joan M.Opaliski
Joseph C. Opaliski, A/K/A
Joseph C. Opaliski Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK NATIONAL ASSOCIATION, Plaintiff(s) from JOSEPH C. OPALISKI, JOSEPH C. OPALISKI JR., JOAN M. OPALISKI, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
307 Nichols Street, Clearfield, PA 16830 (see Attached Sheet)
- (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;

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AMOUNT DUE/PRINCIPAL: \$58,030.64

INTEREST: \$

PROTH. COSTS: \$125.00

ATTY'S COMM: \$

DATE: 10/14/2005

PAID:

SHERIFF: \$146.90

OTHER COSTS: \$

Received this writ this 14th day
of October A.D. 2005
At 3:00 A.M./P.M.

Chesler A. Hawkins
Sheriff By Cynthia Butler - Clerical Clerk

Requesting Party: Leon P. Haller

1719 North Front Street

Harrisburg, PA 17102

717-234-4178


10-14-05
William A. Shaw
Prothonotary/Clerk Civil Division

ALL THAT CERTAIN lot or piece of land situate in the Borough of Clearfield, Clearfield County, Pennsylvania, being known in the Plan of West Clearfield, now the Third Ward of the Borough of Clearfield as Lot No. 85, bounded as follows:

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Map No. K08-208-00078
Control No. 0043-05141

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOAN M. OPALISKI

NO. 05-971-CD

NOW, February 28, 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 Joseph C. Opaliski A/K/A Joseph C. Opaliski, Jr. And Joan M. Opaliski to public venue or outcry at which time and place I sold the same to WACHOVIA BANK NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY he/she being the highest bidder, for the sum of \$54,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

| | |
|----------------------------|-------------------|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 2.00 |
| LEVY | 15.00 |
| MILEAGE | 2.00 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION | 1,080.00 |
| POSTAGE | 4.68 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | 4.00 |
| ADD'L LEVY | |
| BID AMOUNT | 54,000.00 |
| RETURNS/DEPUTIZE | 9.00 |
| COPIES | 15.00 |
| | 5.00 |
| BILLING/PHONE/FAX | 5.00 |
| CONTINUED SALES | |
| MISCELLANEOUS | |
| TOTAL SHERIFF COSTS | \$1,296.68 |

DEED COSTS:

| | |
|-------------------------|----------------|
| ACKNOWLEDGEMENT | 5.00 |
| REGISTER & RECORDER | 29.50 |
| TRANSFER TAX 2% | 0.00 |
| TOTAL DEED COSTS | \$29.50 |

PLAINTIFF COSTS, DEBT AND INTEREST:

| | |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE | 58,030.64 |
| INTEREST @ % | 0.00 |
| FROM TO 02/03/2006 | |
| PROTH SATISFACTION | |
| LATE CHARGES AND FEES | |
| COST OF SUIT-TO BE ADDED | |
| FORECLOSURE FEES | |
| ATTORNEY COMMISSION | |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | 40.00 |
| SATISFACTION FEE | |
| ESCROW DEFICIENCY | |
| PROPERTY INSPECTIONS | |
| INTEREST | |
| MISCELLANEOUS | |
| TOTAL DEBT AND INTEREST | \$58,070.64 |
| COSTS: | |
| ADVERTISING | 282.34 |
| TAXES - COLLECTOR | |
| TAXES - TAX CLAIM | |
| DUE | |
| LIEN SEARCH | 100.00 |
| ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS | 29.50 |
| SHERIFF COSTS | 1,296.68 |
| LEGAL JOURNAL COSTS | 144.00 |
| PROTHONOTARY | 271.90 |
| MORTGAGE SEARCH | 40.00 |
| MUNICIPAL LIEN | |
| TOTAL COSTS | \$2,169.42 |

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 20242

TERM & NO. 05-971-CD

WACHOVIA BANK NATIONAL ASSOCIATION
vs.

JOSEPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR. AND JOAN M. OPALISKI

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: DEC. 30, 2005

**MAKE REFUND PAYABLE TO ATTY OFFICE PRUCELL, KRUG & HALLER
RETURN TO BE SENT TO THIS OFFICE**

SERVE: JOSPH C. OPALISKI A/K/A JOSEPH C. OPALISKI, JR.

ADDRESS: 1642 SPRUCE STREET
PUNXSUTAWNEY, PA 15767

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 JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, December 1, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-971 C.D.

Personally appeared before me, Bill Dombroski, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on December 5, 2005 at 10:30 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon JOSEPH C. OPALISKI, a/k/a JOSEPH C. OPALSKI, JR., defendant, at the address of 1642 Spruce Street, Punxsutawney, Township of McCalmont, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a copy of the Notice, Writ and Copy of Levy and by making known to him the contents thereof.

| | | |
|-------------------------|----------|------|
| Advance Costs Received: | \$125.00 | |
| My Costs: | 39.12 | Paid |
| Prothy: | 2.00 | |
| Total Costs: | 41.12 | |
| REFUNDED: | \$ 83.88 | |

So Answers,

Sworn and subscribed

to before me this 8th

day of Dec. 2005

By Thomas A. Demko

Bill Dombroski Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA