05-1307-CD
Washington Mutual vs M. Michael

Washington Mutual Bank vs. Mark Michael
2005-1307-CD

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-1307-CD

CLEARFIELD COUNTY

FILED

AUG 26 2005

11:30 a.m.

William A. Shaw
Prothonotary/Clerk of Courts

2 cert to Sheff

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

DEC 8, 2005 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

Deputy Prothonotary

File #: 122015

12-16-05 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

Deputy Prothonotary

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 12/20/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200120434. By Assignment of Mortgage recorded 1/29/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Mortgage Instrument # 200201522.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	$53,599.78
Interest	1,349.46
04/01/2005 through 08/25/2005	
(Per Diem $9.18)	
Attorney's Fees	1,225.00
Cumulative Late Charges	161.28
12/20/2001 to 08/25/2005	
Cost of Suit and Title Search	$ 550.00
Subtotal	$ 56,885.52
Escrow	
Credit	- 309.25
Deficit	0.00
Subtotal	$- 309.25
TOTAL	$ 56,576.27

7. 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.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds $50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of $ 56,576.27, together with interest from 08/25/2005 at the rate of $9.18 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

Francis S. Hallinan

By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

File #: 122015

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200120434
RECORDED ON
Dec 20, 2001
11:35:11 AM
Total Pages: 17

RECORDING FEES - $19.00
RECORDER
COUNTY IMPROVEMENT $1.00
FUND
RECORDER
IMPROVEMENT FUND $1.00
STATE WRIT TAX $0.50
TOTAL $41.50
CUSTOMER
GEARHART, R. DEMMING

Prepared By:

Return To:

Parcel Number: 4.2-K8-237-31

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated December 20, 2001, together with all Riders to this document.
(B) "Borrower" is MARK D. MICHAEL and SANDRA L. BURGOON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is CSB BANK

Lender is a Corporation

organized and existing under the laws of the Commonwealth of Pennsylvania
Lender's address is P.O. Box 29, Curwensville, PA 16833

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated December 20, 2001
The Note states that Borrower owes Lender Sixty-two Thousand Seven Hundred and 00/100 Dollars
(U.S. $ 62,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2017
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Initials: JSB

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which currently has the address of 618 South Second Street [Street]
Clearfield [City], Pennsylvania 16830 [Zip Code]
("Property Address"):

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

Initials: JB

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL those certain pieces or parcels of land located in the Second Ward, Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post at the corner of South Second Street and Witmer Street; thence along Witmer Street in a southerly direction one hundred ten (110) feet to a pin; thence in an easterly direction and being at all times parallel to the line of South Second Street fifty (50) feet to a pin; thence in a northerly direction and being at all times parallel to the line of Witmer Street one hundred ten (110) feet to the line of South Second Street; thence along South Second Street in a westerly direction fifty (50) feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the line of South Second Street fifty (50) feet in an easterly direction from the intersection of South Second and Witmer Streets and at line now or formerly of James H. Tice and Judith C. Tice; thence in an easterly direction along the line of South Second Street twenty-two and nine hundred seventeen thousandths (22.917) feet to a point; thence in a southerly direction by a line at all times parallel to line of Witmer Street one hundred twenty (120) feet to line of land now or formerly of William E. Crum and Bessie Crum; thence in a westerly direction by a line at all times parallel to line of South Second Street seventy-two and nine hundred seventeen thousandths (72.917) feet to the line of Witmer Street; thence by line of Witmer Street in a northerly direction ten (10) feet to line of land now or formerly owned by James H. Tice and Judith C. Tice; thence by said line and by a line at all times parallel to line of South Second Street fifty (50) feet to a point; thence in a northerly direction by a line at all times parallel to line of Witmer Street one hundred ten (110) feet to line of South Second Street and place of beginning.

BEING the same premises as were conveyed to Mark D. Michael and Sandra L. Burgoon by Deed of Patsy L. Unch dated December 18, 2001 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200120433.

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

Witnesses:

_____ _____ (Seal)
MARK D. MICHAEL -Borrower

_____ _____ (Seal)
SANDRA L. BURGOON -Borrower

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

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

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

LEGAL DESCRIPTION

ALL those certain pieces or parcels of land located in the Second Ward, Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post at the corner of South Second Street and Witmer Street; thence along Witmer Street in a southerly direction one hundred ten (110) feet to a pin; thence in an easterly direction, and being at all times parallel to the line of South Second Street fifty (50) feet to a pin; thence in a northerly direction and being at all times parallel to the line of Witmer Street one hundred ten (110) feet to the line of South Second Street; thence along South Second Street in a westerly direction, fifty (50) feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the line of South Second Street fifty (50) feet in an easterly direction from the intersection of South Second and Witmer Streets and at line now or formerly of James H. Tice and Judith C. Tice; thence in an easterly direction along the line of South Second Street twenty-two and nine hundred seventeen thousandths (22.917) feet to a point; thence in a southerly direction by a line at all times parallel to line of Witmer Street one hundred twenty (120) feet to line of land now or formerly of William E. Crum and Bessie Crum; thence in a westerly direction by a line at all times parallel to line of South Second seventy-two and nine hundred seventeen thousandths (72.917) feet to the line of Witmer Street; thence by line of Witmer Street in a northerly direction ten (10) feet to line of land now or formerly owned by James H. Tice and Judith C. Tice; thence by said line and by a line at all times parallel to line of South Second Street fifty (50) feet to a point; thence in a northerly direction by a line at all times parallel to line of Witmer Street one hundred ten (110) feet to line of South Second Street and place of beginning.

BEING the same premises conveyed to the Grantor herein together with WILLIE M. CROSSON and ESTELLE L. CROSSON as joint tenants with the right of survivorship. WILLIE M. CROSSON died December 28, 1994, and ESTELLE L. CROSSON died June 28, 2001 and estate proceedings were opened for her at Clearfield County Estate #2001-401.

PREMISES BEING: 618 SOUTH SECOND STREET.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 6-25-05

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.	:	COURT OF COMMON PLEAS
Plaintiff	:	CIVIL DIVISION
vs.	:	CLEARFIELD County
MARK D. MICHAEL SANDRA L. BURGOON	:	No. 2005-1307-CD
Defendants	:	

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: _____
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: December 7, 2005

/lcf, Svc Dept.
File# 122015

FILED
m 11:10 cc
DEC 08 2005
William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 7.00
1 Compl.
Reinstated to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100766
NO: 05-1307-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
vs.
DEFENDANT: MARK D. MICHAEL, SANDRA L. BURGOON

SHERIFF RETURN

NOW, September 20, 2005 AT 12:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARK D. MICHAEL DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARK D. MICHAEL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
d/308-cm
DEC 09 2005
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100766**

Case #

WASHINGTON MUTUAL BANK

vs.

MARK D. MICHAEL, SANDRA L. BURGOON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 09, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO SANDRA L. BURGOON, DEFENDANT. ATTEMPTED NOT HOME

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100766
NO: 05-1307-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
vs.
DEFENDANT: MARK D. MICHAEL, SANDRA L. BURGOON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	448355	20.00
SHERIFF HAWKINS	PHELAN	448406	25.00

Sworn to Before Me This

_____ Day of _____ 2005

_____

So Answers,

Chester A. Hawkins
by Marilyn Hamr

Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-1307-CD

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

AUG 26 2005

Attest.

Prothonotary/
Clerk of Courts

File #: 122015

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 12/20/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200120434. By Assignment of Mortgage recorded 1/29/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Mortgage Instrument # 200201522.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	$53,599.78
Interest	1,349.46
04/01/2005 through 08/25/2005	
(Per Diem $9.18)	
Attorney's Fees	1,225.00
Cumulative Late Charges	161.28
12/20/2001 to 08/25/2005	
Cost of Suit and Title Search	$ 550.00
Subtotal	$ 56,885.52
Escrow	
Credit	- 309.25
Deficit	0.00
Subtotal	$- 309.25
TOTAL	$ 56,576.27

7. 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.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds $50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of $ 56,576.27, together with interest from 08/25/2005 at the rate of $9.18 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan
/s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

File #: 122015

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200120434
RECORDED ON
Dec 20, 2001
11:35:11 AM
Total Pages: 17

RECORDING FEES - $39.00
RECORDER
COUNTY IMPROVEMENT $1.00
FUND
RECORDER
IMPROVEMENT FUND $1.00
STATE WRIT TAX $0.50
TOTAL $41.50
CUSTOMER
GEARHART, R. DEWALTS

Prepared By:

Return To:

Parcel Number: 4.2-K8-237-31

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated December 20, 2001, together with all Riders to this document.
(B) "Borrower" is MARK D. MICHAEL and SANDRA L. BURGOON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is CSB BANK

Lender is a Corporation

organized and existing under the laws of the Commonwealth of Pennsylvania
Lender's address is P.O. Box 29, Curwensville, PA 16833

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated December 20, 2001
The Note states that Borrower owes Lender Sixty-two Thousand Seven Hundred and 00/100 Dollars
(U.S. $ 62,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2017
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which currently has the address of 618 South Second Street [Street]

Clearfield [City], Pennsylvania 16830 [Zip Code]
("Property Address"):

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

Initials: JGB

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL those certain pieces or parcels of land located in the Second Ward, Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post at the corner of South Second Street and Witmer Street; thence along Witmer Street in a southerly direction one hundred ten (110) feet to a pin; thence in an easterly direction and being at all times parallel to the line of South Second Street fifty (50) feet to a pin; thence in a northerly direction and being at all times parallel to the line of Witmer Street one hundred ten (110) feet to the line of South Second Street; thence along South Second Street in a westerly direction fifty (50) feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the line of South Second Street fifty (50) feet in an easterly direction from the intersection of South Second and Witmer Streets and at line now or formerly of James H. Tice and Judith C. Tice; thence in an easterly direction along the line of South Second Street twenty-two and nine hundred seventeen thousandths (22.917) feet to a point; thence in a southerly direction by a line at all times parallel to line of Witmer Street one hundred twenty (120) feet to line of land now or formerly of William E. Crum and Bessie Crum; thence in a westerly direction by a line at all times parallel to line of South Second Street seventy-two and nine hundred seventeen thousandths (72.917) feet to the line of Witmer Street; thence by line of Witmer Street in a northerly direction ten (10) feet to line of land now or formerly owned by James H. Tice and Judith C. Tice; thence by said line and by a line at all times parallel to line of South Second Street fifty (50) feet to a point; thence in a northerly direction by a line at all times parallel to line of Witmer Street one hundred ten (110) feet to line of South Second Street and place of beginning.

BEING the same premises as were conveyed to Mark D. Michael and Sandra L. Burgoon by Deed of Patsy L. Unch dated December 18, 2001 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200120433.

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

Witnesses:

_____ MARK D. MICHAEL (Seal) -Borrower

_____ SANDRA L. BURGOON (Seal) -Borrower

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

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

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

LEGAL DESCRIPTION

ALL those certain pieces or parcels of land located in the Second Ward, Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post at the corner of South Second Street and Witmer Street; thence along Witmer Street in a southerly direction one hundred ten (110) feet to a pin; thence in an easterly direction, and being at all times parallel to the line of South Second Street fifty (50) feet to a pin; thence in a northerly direction and being at all times parallel to the line of Witmer Street one hundred ten (110) feet to the line of South Second Street; thence along South Second Street in a westerly direction, fifty (50) feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the line of South Second Street fifty (50) feet in an easterly direction from the intersection of South Second and Witmer Streets and at line now or formerly of James H. Tice and Judith C. Tice; thence in an easterly direction along the line of South Second Street twenty-two and nine hundred seventeen thousandths (22.917) feet to a point; thence in a southerly direction by a line at all times parallel to line of Witmer Street one hundred twenty (120) feet to line of land now or formerly of William E. Crum and Bessie Crum; thence in a westerly direction by a line at all times parallel to line of South Second seventy-two and nine hundred seventeen thousandths (72.917) feet to the line of Witmer Street; thence by line of Witmer Street in a northerly direction ten (10) feet to line of land now or formerly owned by James H. Tice and Judith C. Tice; thence by said line and by a line at all times parallel to line of South Second Street fifty (50) feet to a point; thence in a northerly direction by a line at all times parallel to line of Witmer Street one hundred ten (110) feet to line of South Second Street and place of beginning.

BEING the same premises conveyed to the Grantor herein together with WILLIE M. CROSSON and ESTELLE L. CROSSON as joint tenants with the right of survivorship. WILLIE M. CROSSON died December 28, 1994, and ESTELLE L. CROSSON died June 28, 2001 and estate proceedings were opened for her at Clearfield County Estate #2001-401.

PREMISES BEING: 618 SOUTH SECOND STREET.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 6-25-05

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.	:	COURT OF COMMON PLEAS
Plaintiff	:	CIVIL DIVISION
vs.	:	CLEARFIELD County
MARK D. MICHAEL SANDRA L. BURGOON	:	No. 2005-1307-CD
Defendants	:	

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: _____
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: December 15, 2005

/lcf, Svc Dept.
File# 122015

FILED

DEC 16 2005
M 12:35/ w
William A. Shaw
Prothonotary/Clerk of Courts
NO C/E.

REINSTATED COMPLAINT
TO SHFF

CA

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank, F.A.	:	
	:	
	:	CIVIL DIVISION
vs.		NO. 2005-1307-CD
	:	
Mark D. Michael Sandra L. Burgoon	:	

ORDER

AND NOW, this 19th day of December, 2005, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby **ORDERED** and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the Complaint and all future pleadings on the above captioned Defendant, Sandra L. Burgoon, by:

1. First class mail Sandra L. Burgoon at the mortgaged premises located at 618 South Second Street, Clearfield, PA 16830; and
2. Certified mail to Sandra L. Burgoon at the mortgaged premises located at 618 South Second Street, Clearfield, PA 16830.

BY THE COURT:

J.

FILED ICC
9:34 BY Atty Schmieg
DEC 21 2005
William A. Shaw
Prothonotary/Clerk of Courts

CA

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

FILED
DEC 16 2005
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

Attorney for Plaintiff

Washington Mutual Bank, F.A.	:	COURT OF COMMON PLEAS
	:	
	:	CIVIL DIVISION
vs.		
	:	CLEARFIELD COUNTY
Mark D. Michael Sandra L. Burgoon	:	NO. 2005-1307-CD

MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Sandra L. Burgoon, by first class mail and certified mail to the mortgaged premises, 618 South Second Street, Clearfield, PA 16830, and in support thereof avers the following:

1. Attempts to serve Defendant, Sandra L. Burgoon, with the Complaint have been unsuccessful. The Sheriff of Clearfield County attempted to serve the Defendant at the mortgaged premises, 618 South Second Street, Clearfield, PA 16830. As indicated by the Sheriff's Return of Service attached hereto as Exhibit "A", no service was made as the defendant was not found.

2. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "B".

3. Plaintiff has reviewed its internal records and has not been contacted by the Defendant as of December 14, 2005 to bring loan current.

4. Plaintiff submits that it has made a good faith effort to locate the Defendant but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: December 14, 2005

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Washington Mutual Bank, F.A.

vs.

Mark D. Michael
Sandra L. Burgoon

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY
NO. 2005-1307-CD

MEMORANDUM OF LAW

Pa. R.C.P. 430(a) specifically provides:

(a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquires of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the attached Sheriff's Return of Service, attached hereto and marked as Exhibit "A", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "B".

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: December 14, 2005

Exhibit A

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100766**

Case #

WASHINGTON MUTUAL BANK

vs.

MARK D. MICHAEL, SANDRA L. BURGOON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 09, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO SANDRA L. BURGOON, DEFENDANT. ATTEMPTED NOT HOME

SERVED BY: /

Exhibit B

VCF

FULL SPECTRUM LEGAL SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION
FHLMC SKIP TRACE

File Number: 122015
Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**
Subject: Mark D. Michael and Sandra L. Burgoon

Current Address: 618 South Second Street, Clearfield, PA 16830
Property Address: 618 South Second Street, Clearfield, PA 16830
Mailing Address: 618 South Second Street, Clearfield, PA 16830

I, Brendan Booth, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct
Mark D. Michael - 209-52-2780
Sandra L. Burgoon – 160-44-9046

B. EMPLOYMENT SEARCH

Mark D. Michael and Sandra L. Burgoon - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Mark D. Michael and Sandra L. Burgoon reside(s) at: 618 South Second Street, Clearfield, PA 16830.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

On 9/29/05 our office contacted directory assistance, which indicated that Mark D. Michael and Sandra L. Burgoon reside(s) at: 618 South Second Street, Clearfield, PA 16830. On 9/29/05 our office made a telephone call to the subjects' phone number, (814) 765-9655, and received the following information: spoke to an unidentified female who confirmed that Mark D. Michael and Sandra L. Burgoon reside(s) at: 618 South Second Street, Clearfield, PA 16830.

III. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 9/29/05 we reviewed the National Address database and found the following information: Mark D. Michael and Sandra L. Burgoon– 618 South Second Street, Clearfield, PA 16830.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: no addresses on file.

IV. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Mark D. Michael and Sandra L. Burgoon.

V. OTHER INQUIRIES

A. DEATH RECORDS

As of 9/29/05 Vital Records and all public databases have no death record on file for Mark D. Michael and Sandra L. Burgoon.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Mark D. Michael and Sandra L. Burgoon residing at: last registered address.

VI. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Mark D. Michael - 1959

Sandra L. Burgoon - 4/23/1950

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

*** Please be advised all database information indicates the subject resides at the current address.**

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

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

Brendan Booth

AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.

Ryan P. Galvin

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RYAN P GALVIN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 21, 2008

Sworn to and subscribed before me this 29th day of September 2005.

The above information is obtained from available public records and we are only liable for the cost of the affidavit.

JEM

VERIFICATION

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

The undersigned understands that the statements made are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: December 14, 2005

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Washington Mutual Bank, F.A.	:	COURT OF COMMON PLEAS
	:	
	:	CIVIL DIVISION
Vs.		
	:	CLEARFIELD COUNTY
Mark D. Michael Sandra L. Burgoon	:	NO. 2005-1307-CD

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Sandra L. Burgoon at:

618 South Second Street
Clearfield, PA 16830

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: December 14, 2005

PHELAN HALLINAN & SCHMIEG LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
Plaintiff

: COURT OF COMMON PLEAS

vs.

: CIVIL DIVISION

Mark D. Michael
Sandra L. Burgoon

: CLEARFIELD COUNTY

Defendant

: NO. 2005-1307-CD

AFFIDAVIT OF SERVICE OF COMPLAINT
BY MAIL PURSUANT TO COURT ORDER

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following person **Sandra L. Burgoon** at **618 SOUTH SECOND STREET, CLEARFIELD, PA 16830,** on **DECEMBER 28, 2005**, in accordance with the Order of Court dated **DECEMBER 19, 2005.** The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: December 28, 2005

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

FILED NO CC
m 11:06 am
DEC 30 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101066
NO: 05-1307-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTAL BANK
vs.
DEFENDANT: MARK D. MICHAEL and SANDRA L. BURGOON

SHERIFF RETURN

NOW, December 20, 2005 AT 9:13 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA L. BURGOON DEFENDANT AT 618 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA L. BURGOON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
01/2:2004
MAR 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	468247	10.00
SHERIFF HAWKINS	PHELAN	468247	13.00

Sworn to Before Me This

_____ Day of _____ 2006

_____

So Answers,

Chester A. Hawkins
by Marilyn Hamp

Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-1307-CD

CLEARFIELD COUNTY

12-16-2005 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

12-8-05 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

File #: 122015

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

2. The name(s) and last known address(es) of the Defendant(s) are:

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 12/20/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200120434. By Assignment of Mortgage recorded 1/29/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Mortgage Instrument # 200201522.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	$53,599.78
Interest	1,349.46
04/01/2005 through 08/25/2005	
(Per Diem $9.18)	
Attorney's Fees	1,225.00
Cumulative Late Charges	161.28
12/20/2001 to 08/25/2005	
Cost of Suit and Title Search	$ 550.00
Subtotal	$ 56,885.52
Escrow	
Credit	- 309.25
Deficit	0.00
Subtotal	$- 309.25
TOTAL	$ 56,576.27

7. 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.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds $50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of $ 56,576.27, together with interest from 08/25/2005 at the rate of $9.18 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan
/s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

File #: 122015

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200120434
RECORDED ON
Dec 20, 2001
11:35:11 AM
Total Pages: 17

RECORDING FEES - $39.00
RECORDER
COUNTY IMPROVEMENT $1.00
FUND
RECORDER
IMPROVEMENT FUND $1.00
STATE WRIT TAX $0.50
TOTAL $41.50
CUSTOMER
GEARHART, R. DEMAINE

Prepared By:

Return To:

Parcel Number: 4.2-K8-237-31

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated December 20, 2001, together with all Riders to this document.
(B) "Borrower" is MARK D. MICHAEL and SANDRA L. BURGOON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is CSB BANK

Lender is a Corporation

organized and existing under the laws of the Commonwealth of Pennsylvania
Lender's address is P.O. Box 29, Curwensville, PA 16833

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated December 20, 2001
The Note states that Borrower owes Lender Sixty-two Thousand Seven Hundred and 00/100 Dollars
(U.S. $ 62,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2017
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Initials: JSB

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which currently has the address of 618 South Second Street [Street]

Clearfield [City], Pennsylvania 16830 [Zip Code]
("Property Address"):

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

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL those certain pieces or parcels of land located in the Second Ward, Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post at the corner of South Second Street and Witmer Street; thence along Witmer Street in a southerly direction one hundred ten (110) feet to a pin; thence in an easterly direction and being at all times parallel to the line of South Second Street fifty (50) feet to a pin; thence in a northerly direction and being at all times parallel to the line of Witmer Street one hundred ten (110) feet to the line of South Second Street; thence along South Second Street in a westerly direction fifty (50) feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the line of South Second Street fifty (50) feet in an easterly direction from the intersection of South Second and Witmer Streets and at line now or formerly of James H. Tice and Judith C. Tice; thence in an easterly direction along the line of South Second Street twenty-two and nine hundred seventeen thousandths (22.917) feet to a point; thence in a southerly direction by a line at all times parallel to line of Witmer Street one hundred twenty (120) feet to line of land now or formerly of William E. Crum and Bessie Crum; thence in a westerly direction by a line at all times parallel to line of South Second Street seventy-two and nine hundred seventeen thousandths (72.917) feet to the line of Witmer Street; thence by line of Witmer Street in a northerly direction ten (10) feet to line of land now or formerly owned by James H. Tice and Judith C. Tice; thence by said line and by a line at all times parallel to line of South Second Street fifty (50) feet to a point; thence in a northerly direction by a line at all times parallel to line of Witmer Street one hundred ten (110) feet to line of South Second Street and place of beginning.

BEING the same premises as were conveyed to Mark D. Michael and Sandra L. Burgoon by Deed of Patsy L. Unch dated December 18, 2001 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200120433.

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

Witnesses:

_____ _____ (Seal)
MARK D. MICHAEL -Borrower

_____ _____ (Seal)
SANDRA L. BURGOON -Borrower

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

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

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

LEGAL DESCRIPTION

ALL those certain pieces or parcels of land located in the Second Ward, Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post at the corner of South Second Street and Witmer Street; thence along Witmer Street in a southerly direction one hundred ten (110) feet to a pin; thence in an easterly direction, and being at all times parallel to the line of South Second Street fifty (50) feet to a pin; thence in a northerly direction and being at all times parallel to the line of Witmer Street one hundred ten (110) feet to the line of South Second Street; thence along South Second Street in a westerly direction, fifty (50) feet to the place of beginning.

THE SECOND THEREOF: BEGINNING at a point in the line of South Second Street fifty (50) feet in an easterly direction from the intersection of South Second and Witmer Streets and at line now or formerly of James H. Tice and Judith C. Tice; thence in an easterly direction along the line of South Second Street twenty-two and nine hundred seventeen thousandths (22.917) feet to a point; thence in a southerly direction by a line at all times parallel to line of Witmer Street one hundred twenty (120) feet to line of land now or formerly of William E. Crum and Bessie Crum; thence in a westerly direction by a line at all times parallel to line of South Second seventy-two and nine hundred seventeen thousandths (72.917) feet to the line of Witmer Street; thence by line of Witmer Street in a northerly direction ten (10) feet to line of land now or formerly owned by James H. Tice and Judith C. Tice; thence by said line and by a line at all times parallel to line of South Second Street fifty (50) feet to a point; thence in a northerly direction by a line at all times parallel to line of Witmer Street one hundred ten (110) feet to line of South Second Street and place of beginning.

BEING the same premises conveyed to the Grantor herein together with WILLIE M. CROSSON and ESTELLE L. CROSSON as joint tenants with the right of survivorship. WILLIE M. CROSSON died December 28, 1994, and ESTELLE L. CROSSON died June 28, 2001 and estate proceedings were opened for her at Clearfield County Estate #2001-401.

PREMISES BEING: 618 SOUTH SECCND STREET.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 6-25-05