

05-1435-CD
Midfirst Bank vs Susan L. Buck

Midfirst Bank vs. Susan L. Buck
2005-1435-CD

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

FILED 2cc shff
m 12:47 PM
SEP 16 2009
William A. Shaw
Prothonotary/Clerk of Courts
85.00

MIDFIRST BANK

Plaintiff

vs.

SUSAN L. BUCK

Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

05-14 35-CD

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

NOTICE

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

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

MIDFIRST BANK,

Plaintiff

vs.

SUSAN L. BUCK,

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

MIDFIRST BANK,

Plaintiff

vs.

SUSAN L. BUCK,

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD SUITE 100 OKLAHOMA CITY, OK 73118 .
2. Defendant, SUSAN L. BUCK, is an adult individual whose last known address is 226 WEST 6TH AVENUE CLEARFIELD, PA 16830.
3. On or about, April 05, 2003, the said Defendant executed and delivered a Mortgage Note in the sum of \$52,335.00 payable to MIDFIRST BANK, 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, Defendant made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth as Instrument Number 200305738 conveying to original Mortgagee the subject premises. The said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: 226 WEST 6TH AVENUE CLEARFIELD, PA 16830 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendant is the real owner of the property.

7. The Mortgage is in default due to the fact that Mortgagor has 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	\$51,372.09
Interest at \$9.85 per day From 02/01/2005 To 10/01/2005 (based on contract rate of 7.0000%)	\$2,383.70
Accumulated Late Charges	\$140.21
Late Charges \$20.03 From 03/01/2005 to 10/01/2005	\$160.24
Escrow Deficit	\$418.12
Attorney's Fee at 5% of Principal Balance	\$2,568.60
TOTAL	<hr/> \$57,042.96

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

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

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

12. Prior to the commencement of this foreclosure action, Plaintiff sent to Defendants written notice dated May 18, 2005, notifying them of the fact of default, amount needed to cure the delinquency and that if the account was not timely reinstated, a foreclosure action would be filed. A copy of the May 18, 2005 notice is attached hereto and marked Exhibit "C".

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 7.0000% (\$9.85 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

NOTE

Multistate
AP# 101340325

FHA Case No.

442-2366440-703

April 5, 2003
[Date]

226 W 6TH AVENUE

CLEARFIELD, PA 16830-1625
[Property Address]

1. PARTIES

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

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 Two Thousand Three Hundred Thirty Five and no/100

Dollars (U.S. \$ 52,335.00), 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 (7.0000 %) 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 June 1, 2003. Any principal and interest remaining on the first day of May, 2033, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at

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. \$ 348.19. 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

1111 - 1R (0210)

VMP MORTGAGE FORMS - (800)821-7281

Page 1 of 2 MW 10/02

Initials: SLB



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 (4.0000 %) 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

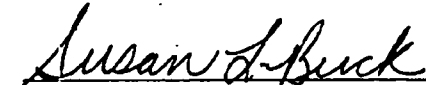
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different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


SUSAN L BUCK

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

WITHOUT RECOURSE PAY TO THE
ORDER OF:

TO:

FROM: MIDFIRST BANK

BY:


NATALIE D. JONES, VICE PRESIDENT

Clearfield Boro

All that certain parcel of land lying and being situated in the County of CLEARFIELD,
State of PA, to-wit:

ON THE EAST BY WEST SIXTH AVENUE; ON THE SOUTH BY LOT NO. 51; ON THE
WEST BY AN ALLEY AND ON THE NORTH BY LOT NO. 49, BEING KNOWN AS
LOT NO. 50 IN THE W.D. BIGLER PLAN OF ADDITION TO THE SAID BOROUGH
OF CLEARFIELD, AS RECORDED AT THE CLEARFIELD COUNTY COURTHOUSE
IN MISCELLANEOUS BOOK 4, PAGE 280, FRONTING FIFTY (50) FEET ON THE
WEST SIXTH AVENUE AND EXTENDING IN DEPTH ONE HUNDRED EIGHTY (180)
FEET TO AN ALLEY.

Tax Map Reference: 4-1-K8-205-97

Exhibit "B"



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

Wednesday, May 18, 2005

CERTIFIED MAIL

COL
SUSAN L BUCK
226 W 6TH AVE
CLEARFIELD

PA 16830-1625

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

RE: Loan # 101340325

Dear Mortgagor(s):

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

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

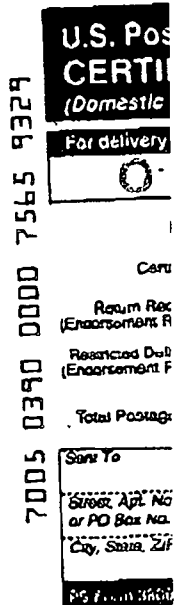
Payments, late charges, and advances from 3/1/2005 through 5/16/2005.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$1,542.31.

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

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

Exhibit 'C'



(a) If you wish to **CURE THE DEFAULT** within thirty (30) days from the date of this letter, you must pay the **TOTAL AMOUNT DUE** stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. **A LATE CHARGE** is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is \$500.75 .

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

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

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

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

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


Sincerely,

Midland Mortgage Co.
Collection Department
101340325

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff MIDFIRST BANK. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: September 15, 2005

A handwritten signature in dark ink, appearing to read 'Leon P. Haller', is written over a horizontal line.

Leon P. Haller, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100832
NO: 05-1435-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: SUSAN L. BUCK

SHERIFF RETURN

NOW, October 05, 2005 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN L. BUCK DEFENDANT AT 226 WEST 6TH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUSAN L. BUCK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED

01/27/06
JAN 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100832
NO: 05-1435-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: SUSAN L. BUCK

SHERIFF RETURN

NOW, October 05, 2005 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT (BUCK PROPERTY) DEFENDANT AT 226 WEST 6TH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUSAN BUCK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100832
NO: 05-1435-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: SUSAN L. BUCK

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PURCELL	112150	20.00
SHERIFF HAWKINS	PURCELL	112150	28.00

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by Marilyn Hamer

Chester A. Hawkins
Sheriff

FILED

JAN 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

MIDFIRST BANK,
PLAINTIFF
VS.
SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 05-1435-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)

SUSAN L. BUCK 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	\$51,372.09
Interest	\$2,383.70
Per diem of \$9.85	
From 02/01/2005	
To 10/01/2005	
Accumulated Late Charges	\$140.21
Late Charges	\$160.24
(\$20.03 per month to	
10/01/2005)	
Escrow Deficit	\$418.12
5% Attorney's Commission	\$2,568.60
TOTAL	\$57,042.96

**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 *Any pd. 20.00*
m 11:00 AM
FEB 07 2006 *Notice to Def.*
Statement to Any
William A. Shaw
Prothonotary/Clerk of Courts *No CC* *GW*

FILED

FEB 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

1-10-06 10:00 AM

MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-CD

IN MORTGAGE FORECLOSURE

 **COPY**

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on February 7, 2006 the following judgment has been entered against you in the above-captioned matter:

\$57,042.96 and for the sale and foreclosure of your property located at: **226 WEST SIXTH AVENUE CLEARFIELD, PA 16830**

Dated: November 7, 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

SUSAN L. BUCK
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on October 27, 2005 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By 

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

MIDFIRST BANK,

Plaintiff

VS.

SUSAN L. BUCK

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 05-1435-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **OCTOBER 27, 2005**

TO:

SUSAN L. BUCK
226 WEST 6TH AVENUE
CLEARFIELD, PA 16830

**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. # 45700
1719 N. Front St., Harrisburg, PA 17102
(717) 234-4178

MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

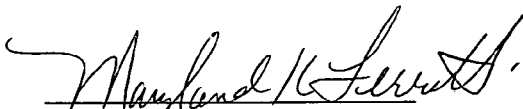
COUNTY OF DAUPHIN :


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.

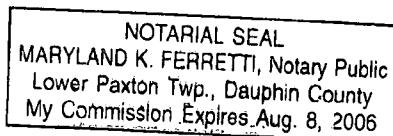
Sworn to and subscribed :

before me this 1 day :

of NOV. 2005 :


Notary Public


LEON P. HALLER, ESQUIRE



MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

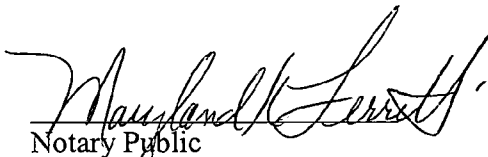
COUNTY OF DAUPHIN :

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 7 day :

of Nov. 20 05 :


Notary Public


LEON P. HALLER, ESQUIRE

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

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

 COPY

MidFirst Bank
Plaintiff(s)

No.: 2005-01435-CD

Real Debt: \$57,042.96

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Susan L. Buck
Defendant(s)

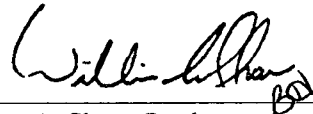
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: February 7, 2006

Expires: February 7, 2011

Certified from the record this 7th day of February, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-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 **226 WEST SIXTH AVENUE CLEARFIELD, PA 16830** as follows:

Total Amount of Judgment	\$57,042.96
Interest	\$886.50
Per diem of \$9.85	
To 1/1/06	
Late Charges	\$60.09
(\$20.03 per month to 1/06)	
Escrow Deficit	\$2,000.00

TOTAL WRIT \$59,989.55

Prothonotary costs

125.00

****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: November 7, 2005

Attached is a description of the real estate.

FILED

m/11:42 (6)
FEB 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

Any pd. 20.00
1cc to Lewis
w/ prop descr. to Shiff
(6)

ALL THAT CERTAIN lot or piece of ground situate and lying in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

On the East by West Sixth Avenue; on the South by Lot No. 51, on the West by an alley and on the North by Lot No. 49.

BEING known as Lot No. 50 in the W. D. Bigler Plan of Addition to said Borough of Clearfield, Miscellaneous Book U, Page 280.

FRONTING fifty (50) feet on West Sixth Avenue and extending in depth one hundred eighty (180) feet to an alley.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 226 WEST SIXTH AVENUE CLEARFIELD, PA 16830

BEING THE SAME PREMISES WHICH Grace Taber, Executrix of the Last Will and Testament of Hazel Kennard, by corrective deed dated 11/1/01 and recorded 1/7/02 in Clearfield County Instrument No. 200200302, granted and conveyed unto Susan L. Buck.

Map No. 4.1-K08-205-97
Control No. 0041-11244

MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **226 WEST SIXTH AVENUE, CLEARFIELD, PA 16830**:

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

SUSAN L. BUCK
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

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

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

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

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

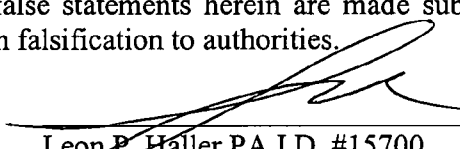
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

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

TENANT/OCCUPANT
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.



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


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

MidFirst Bank

Vs.

NO.: 2005-01435-CD

Susan L. Buck

 **COPY**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from SUSAN L. BUCK, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

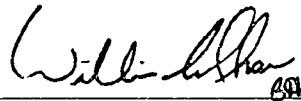
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$57,042.96
INTEREST per diem of \$9.85
to 1/1/06:.....\$886.50
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 02/07/2006

PAID:.....\$125.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$20.03 per
month to 1/06):.....\$60.09
ESCROW DEFICIT:.....\$2,000.00



William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

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

ALL THAT CERTAIN lot or piece of ground situate and lying in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

On the East by West Sixth Avenue; on the South by Lot No. 51, on the West by an alley and on the North by Lot No. 49.

BEING known as Lot No. 50 in the W. D. Bigler Plan of Addition to said Borough of Clearfield, Miscellaneous Book U, Page 280.

FRONTING fifty (50) feet on West Sixth Avenue and extending in depth one hundred eighty (180) feet to an alley.

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BEING THE SAME PREMISES WHICH Grace Taber, Executrix of the Last Will and Testament of Hazel Kennard, by corrective deed dated 11/1/01 and recorded 1/7/02 in Clearfield County Instrument No. 200200302, granted and conveyed unto Susan L. Buck.

Map No. 4.1-K08-205-97
Control No. 0041-11244

MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 2/13/2006, 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:

SUSAN L. BUCK
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

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

TENANT/OCCUPANT
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

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

FILED
m/12:49/06
MAR 20 2006
NP CC
um

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES

Purcell, Krug & Haller

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

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

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

SUSAN L. BUCK
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

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

TENANT/OCCUPANT
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: 

Leon P. Haller PA I.D.15700
Attorney for Plaintiff

MIDFIRST BANK,
PLAINTIFF

VS.

SUSAN L. BUCK,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1435-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, APRIL 7, 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:

**226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830**

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

No. 05-1435-CD

JUDGMENT AMOUNT \$57,042.96

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

SUSAN L. BUCK

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 ground situate and lying in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

On the East by West Sixth Avenue; on the South by Lot No. 51, on the West by an alley and on the North by Lot No. 49.

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BEING THE SAME PREMISES WHICH Grace Taber, Executrix of the Last Will and Testament of Hazel Kennard, by corrective deed dated 11/1/01 and recorded 1/7/02 in Clearfield County Instrument No. 200200302, granted and conveyed unto Susan L. Buck.

Map No. 4.1-K08-205-97
Control No. 0041-11244

2. Article Number



7160 3901 9849 3367 0770

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)

☒ Yes

1. Article Addressed to:

SUSAN L. BUCK
~~226 WEST 6TH AVENUE~~
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

SUSAN L. BUCK

C. Signature

X *Susan L. Buck*

Date of Delivery

FEB 9 1 03

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☒ Yes
☐ No

530 S. ~~2ND~~ ST. #3
CLEARFIELD, PA 16830

MIDLAND VS. BUCK

NOS 04/07/06

PS Form 3811, January 2005

Domestic Return Receipt

7160 3901 9849 3367 0770

TO: SUSAN L. BUCK
226 WEST 6TH AVENUE
CLEARFIELD, PA 16830

SENDER: NOS 04/07/06

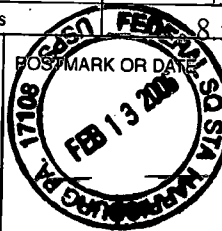
REFERENCE: MIDLAND VS. BUCK

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.63
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	3.70
	Total Postage & Fees	8.58

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



MIDLAND MORTGAGE COMPANY v. SUSAN L. BUCK
Clearfield County Sale 4-7-06

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:

SUSAN L. BUCK
226 WEST SIXTH AVENUE
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:

TENANT/OCCUPANT
226 WEST SIXTH AVENUE
CLEARFIELD, PA 16830

Postmark:

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

Received from:

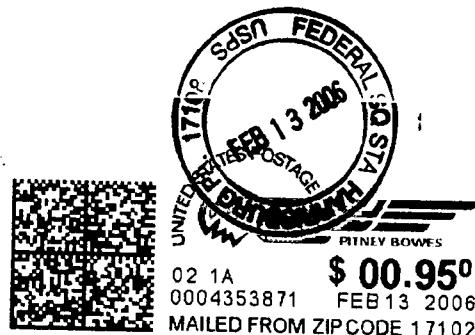
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

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

Postmark:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20280
NO: 05-1435-CD

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: SUSAN L. BUCK

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/07/2006

LEVY TAKEN 02/10/2006 @ 8:18 AM

POSTED 02/10/2006 @ 8:18 AM

SALE HELD 04/07/2006

SOLD TO MIDFIRST BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/10/2006

DATE DEED FILED 04/10/2006

PROPERTY ADDRESS 226 WEST SIXTH AVENUE CLEARFIELD , PA 16830

SERVICES

02/22/2006 @ 1:39 PM SERVED SUSAN L. BUCK

SERVED SUSAN L. BUCK, DEFENDANT, AT HER RESIDENCE 530 SOUTH SECOND ST., APT. 3, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN L. BUCK

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

FILED
013:11/01
APR 10 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20280
NO: 05-1435-CD

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: SUSAN L. BUCK

Execution REAL ESTATE

SHERIFF RETURN



SHERIFF HAWKINS \$191.68

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

MidFirst Bank

Vs.

NO.: 2005-01435-CD

Susan L. Buck

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from SUSAN L. BUCK, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$57,042.96
INTEREST per diem of \$9.85
to 1/1/06:.....\$886.50
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 02/07/2006

PAID:.....\$125.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$20.03 per
month to 1/06):.....\$60.09
ESCROW DEFICIT:.....\$2,000.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 7th day
of February A.D. 2006
At 3:15 A.M./P.M. (M)

Charles A. Hamkins
Sheriff By Cynthia Butler-Deighan

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

ALL THAT CERTAIN lot or piece of ground situate and lying in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

On the East by West Sixth Avenue; on the South by Lot No. 51, on the West by an alley and on the North by Lot No. 49.

BEING known as Lot No. 50 in the W. D. Bigler Plan of Addition to said Borough of Clearfield, Miscellaneous Book U, Page 280.

FRONTING fifty (50) feet on West Sixth Avenue and extending in depth one hundred eighty (180) feet to an alley.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 226 WEST SIXTH AVENUE CLEARFIELD, PA 16830

BEING THE SAME PREMISES WHICH Grace Taber, Executrix of the Last Will and Testament of Hazel Kennard, by corrective deed dated 11/1/01 and recorded 1/7/02 in Clearfield County Instrument No. 200200302, granted and conveyed unto Susan L. Buck.

Map No. 4.1-K08-205-97
Control No. 0041-11244

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SUSAN L. BUCK

NO. 05-1435-CD

NOW, April 10, 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 April 07, 2006, I exposed the within described real estate of Susan L. Buck to public venue or outcry at which time and place I sold the same to MIDFIRST BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$191.68

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	57,042.96
INTEREST @ %	0.00
FROM TO 04/07/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	60.09
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	2,000.00
PROPERTY INSPECTIONS	
INTEREST	886.50
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$60,009.55

COSTS:

ADVERTISING	302.74
TAXES - COLLECTOR	345.08
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	191.68
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,282.00

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