

05-1466-CD

Washington Mut. Vs Brian Sarvey

Washington Mutual et al vs Brian Sarvey
2005-1466-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

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

Defendant

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. 27, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W.A.S.
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., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

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

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

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

3. On 01/19/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1902, Page: 229. By Assignment of Mortgage recorded 01/22/1998 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Mortgage Book No. 1902, Page 238.
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 03/01/2005 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:

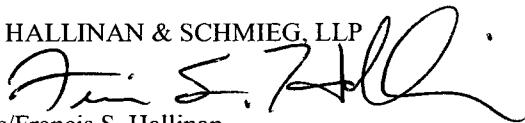
Principal Balance	\$51,052.75
Interest	2,536.56
02/01/2005 through 09/22/2005	
(Per Diem \$10.84)	
Attorney's Fees	1,250.00
Cumulative Late Charges	70.98
01/19/1998 to 09/22/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 55,460.29
Escrow	
Credit	0.00
Deficit	440.11
Subtotal	<u>\$ 440.11</u>
TOTAL	\$ 55,900.40

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

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 55,900.40, together with interest from 09/22/2005 at the rate of \$10.84 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: /s/ Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain messuage or piece of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of West Weber Avenue and Sugar Alley; thence by line of Sugar Alley South 27 degrees 30 minutes West 105 feet to a post at the northeast corner of lands heretofore conveyed to Dale K. Groves; thence along the line of lands of Dale K. Groves North 62 degrees 30 minutes West 60 feet to the easterly line of Lot No. 178 in the Rumbarger Addition to the City of DuBois; thence along the easterly line said Lot No. 178, North 27 degrees 30 minutes East 105 feet to a post at West Weber Avenue; thence by West Weber Avenue South 62 degrees 30 minutes East 60 feet to a post at Sugar Alley and the place of beginning.

Being the northerly portion of Lot No. 177 of the Rumbarger Addition to the City of DuBois, which subdivision was approved by the DuBois City Council at a regularly scheduled meeting on May 26, 1982.

EXCEPTING AND RESERVING unto the City of DuBois, its successors or assigns, a permanent easement or right-of-way for the sole purpose of contracting, operating, repairing and maintaining sewer and water lines over, under and across said properties.

It is hereby agreed that the said Grantee, his heirs, administrators, executors, successors and assigns, shall share equally the cost of repairing any eruption or breakage in said water and sewer lines which service said properties.

UNDER AND SUBJECT to all exceptions, reservations and restrictions as contained in prior deeds of conveyance.

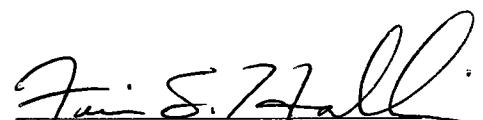
BEING the same premises which vested in the Grantors herein by Deed of Marjorie L. Mead, et al. dated October 21, 1988, and recorded in the Office of Recorder of Deeds for Clearfield County on November 1, 1988, in Deed Book Volume 1251, page 500.

PROPERTY BEING: 519 WEST WEBER AVENUE

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: 9/22/05

PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
FAX: 215-563-5534
Email: complaints@fedphe.com

*Representing Lenders in
Pennsylvania and New Jersey*

September 22, 2005

Office of the Prothonotary
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Re: WASHINGTON MUTUAL BANK, F.A., ... vs. BRIAN L. SARVEY

ACTION IN MORTGAGE FORECLOSURE

Dear Sir/Madam:

Enclosed are an original and 1 copy of a Civil Action in Mortgage Foreclosure relative to the above captioned matter for filing with your office. A check for filing has been attached in the amount of \$85.00. The sheriff's office advised our office on 09/22/2005 that sheriff's costs total \$100.00 for this file. If there is a concern regarding the costs, please contact Laura Dolly at PH&S; please do not return the complaint to our office.

Please file the complaint and return your receipt to us in the enclosed stamped, self-addressed envelope, together with a time-stamped copy of the first page of the Complaint.

I would also appreciate your taking the additional copies of the Complaint, the check for service, and the enclosed service sheet(s) to the Office of the Sheriff for service on the defendant(s).

Thank you for your cooperation.

Very truly yours,



PHELAN HALLINAN & SCHMIEG, LLP
COMPLAINT DEPARTMENT

File #: 119163

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

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP.
OF AMERICA

Plaintiff

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

vs.

BRIAN L. SARVEY

No. 05-1466-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. Hall
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: December 21, 2005

/jmr, Svc Dept.
File# 119163

FILED

DEC 27 2005

ms 451 ms

William A. Shaw

Prothonotary/Clerk of Courts

*I CERT TO ATT W/ REINSTATE
COMPLAINT*

*I REINSTATE COMPLAINT TO
SHAW*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101109
NO: 05-1466-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.
vs.
DEFENDANT: BRIAN L. SARVEY

SHERIFF RETURN

NOW, December 28, 2005, SHERIFF OF CLAROIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN L. SARVEY.

NOW, January 11, 2006 AT 2:46 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN L. SARVEY, DEFENDANT. THE RETURN OF CLAROIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
93:16cm
MAR 15 2006

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 3 Services

Sheriff Docket # 100845

WASHINGTON MUTUAL BANK

Case # 05-1466-CD

vs.

BRIAN L. SARVEY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 28, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRIAN L. SARVEY, DEFENDANT. 519 WEST WEBER AVE., DUBOIS, PA. "EMPTY".

SERVED BY: /

FILED
01:51 AM
DEC 28 2005
wm
William A. Shan
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100845
NO: 05-1466-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
VS.
DEFENDANT: BRIAN L. SARVEY

SHERIFF RETURN

NOW, October 07, 2007, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
BRIAN L. SARVEY.

NOW, October 19, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
BRIAN L. SARVEY, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE
PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100845
NO: 05-1466-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
vs.
DEFENDANT: BRIAN L. SARVEY

SHERIFF RETURN

NOW, October 20, 2020, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN L. SARVEY.

NOW, October 24, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN L. SARVEY, DEFENDANT. THE RETURN OF CLARION COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT SERVED"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100845
NO: 05-1466-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
vs.
DEFENDANT: BRIAN L. SARVEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	453617	20.00
SHERIFF HAWKINS	PHELAN	453617	58.43
JEFFERSON CO.	PHELAN	456717	20.80
CLARION CO.	PHELAN	458942	19.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

No. 05-1466 C.D.

Now, October 19, 2005 I return the Notice of Complaint in Mortgage Foreclosure for BRIAN L. SARVEY, defendant, back to the Clearfield County Sheriff's Office marked "not found; defendants physical address is 56 Akins Lane, Summerville, which is located in Limestone Township in Clarion County".

Advance Costs Received: \$125.00
My Costs: 18.80 Paid
Prothy: 2.00
Total Costs: 20.80
REFUNDED: \$104.20

Sworn and subscribed
to before me this 19th
day of Octy 2005
By Royal Seal

So Answers,


Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

My Commission Expires The
First Monday January 2006



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100845

WASHINGTON MUTUAL BANK

vs.

BRIAN L. SARVEY

TERM & NO. 05-1466-CD

COMPLAINT IN MORGAGE FORECLOSURE

SERVE BY: 10/23/05

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHIEG, LLP

SERVE: BRIAN L. SARVEY

ADDRESS: 56 AIKINS LANE, SUMMERTON, PA 15864

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CLARION COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, October 20, 2005.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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11200 WEST PARKLAND AVE.
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Plaintiff

v.

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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800-692-7375

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

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

File #: 119163

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

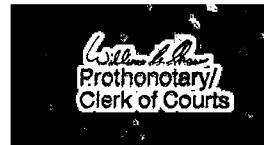
NO. 05-1466-C1

CLEARFIELD COUNTY

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

1 SEP 23 2005

Attest.



**FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN**

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MILWAUKEE, WI 53224

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BRIAN L. SARVEY
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LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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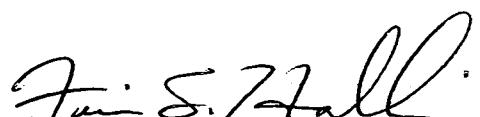
BEING the same premises which vested in the Grantors herein by Deed of Marjorie L. Mead, et al. dated October 21, 1988, and recorded in the Office of Recorder of Deeds for Clearfield County on November 1, 1988, in Deed Book Volume 1251, page 500.

PROPERTY BEING: 519 WEST WEBER AVENUE

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: 9/22/05

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

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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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.

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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. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDELMAN AND PHELAN

File #: 119163

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

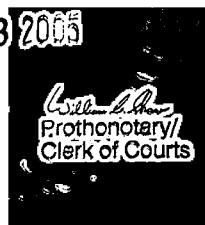
NO. 05-1466-C0

CLEARFIELD COUNTY

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

SEP 23 2005

Attest.



**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
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COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN
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AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN
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**IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A
DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT
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1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

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

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

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

3. On 01/19/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1902, Page: 229. By Assignment of Mortgage recorded 01/22/1998 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Mortgage Book No. 1902, Page 238.
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 03/01/2005 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:

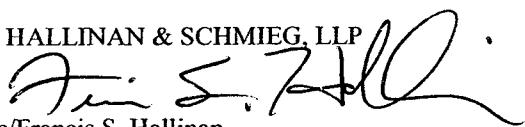
Principal Balance	\$51,052.75
Interest	2,536.56
02/01/2005 through 09/22/2005	
(Per Diem \$10.84)	
Attorney's Fees	1,250.00
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01/19/1998 to 09/22/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 55,460.29
Escrow	
Credit	0.00
Deficit	440.11
Subtotal	<u>\$ 440.11</u>
TOTAL	\$ 55,900.40

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

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 55,900.40, together with interest from 09/22/2005 at the rate of \$10.84 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: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

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Being the northerly portion of Lot No. 177 of the Rumbarger Addition to the City of DuBois, which subdivision was approved by the DuBois City Council at a regularly scheduled meeting on May 26, 1982.

EXCEPTING AND RESERVING unto the City of DuBois, its successors or assigns, a permanent easement or right-of-way for the sole purpose of contracting, operating, repairing and maintaining sewer and water lines over, under and across said properties.

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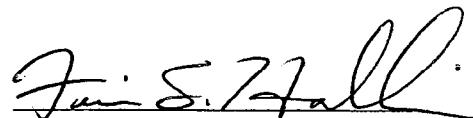
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PROPERTY BEING: 519 WEST WEBER AVENUE

VERIFICATION

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Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 9/22/05

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FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

Defendant

Attest.

William B. Goss
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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FEDERMAN AND PHELAN

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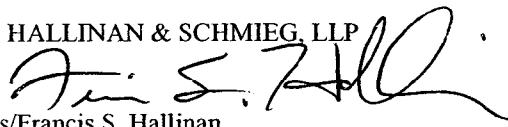
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By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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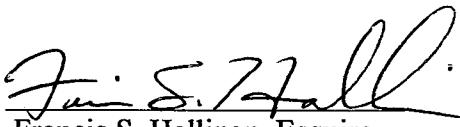
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PROPERTY BEING: 519 WEST WEBER AVENUE

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Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 9/22/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101109
NO: 05-1466-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.
vs.
DEFENDANT: BRIAN L. SARVEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	470867	10.00
SHERIFF HAWKINS	PHELAN	470921	21.00
CLARION CO.	PHELAN	470919	49.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,



by *Chester A. Hawkins*
Chester A. Hawkins

Chester A. Hawkins
Sheriff

AFFIDAVIT OF SERVICE

IN THE COURT OF COMMON PLEAS
OF CLARION COUNTYWASHINGTON MUTUAL BANK FA
VERSUS
BRIAN L SARVEY

NO:CD 1466-05

COMMONWEALTH of PENNSYLVANIA
COUNTY OF CLARION

SS#:

Before me, the undersigned, personally appeared
DEPUTY JOSH GUNTRUM

who being duly sworn according to law, deposes and says that on
 the 11TH of JANUARY, 2006 at 2:46PM
 served the within COMPLAINT IN MORTGAGE FORECLOSURE
 on the within named BRIAN L SARVEY at HIS place of
 56 AIDENS LANE, SUMMERTOWN PA 15964
 Clarion County, Pennsylvania, by making known the contents to
 WANDA J SARVEY, MOTHER AND ADULT IN CHARGE
 by handing to and leaving with WANDA J SARVEY
 certified copy of the within COMPLAINT IN MORTGAGE FORECLOSURE
 received from THE COUNTY OF CLEARFIELD.

So Answers

Deputy

William H. Pack III

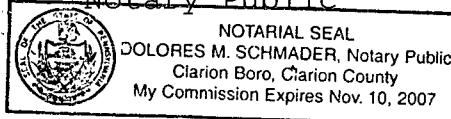
Sheriff of Clarion County

Sworn to and subscribed before me this

13th day of January A.D. 2006

Dolores M. Schmader

Notary Public





CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101109

WASHINGTON MUTUAL BANK, F.A.

TERM & NO. 05-1466-CD

vs.

BRIAN L. SARVEY

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/26/06

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, LLP

SERVE: BRIAN L. SARVEY

ADDRESS: 56 AIKENS LANE, SUMMERTOWN, PA 15964

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CLARION COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 28, 2005.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A., S/I/I
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORPORATION OF AMERICA
11200 WEST PARKLAND AVENUE
MILWAUKEE, WI 53224

No.: 05-1466-CD

vs.

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15801

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$55,900.40
Interest (9/23/05 to 3/23/06)	<u>1,972.88</u>
TOTAL	\$57,873.28

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 24, 2006

William A. Shaw
PRO PROTHY

PMB

FILED Atty pd. 20.00
m12/31/06
MAR 24 2006 ICC Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Atty
60

FHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

WASHINGTON MUTUAL BANK, F.A., S/I CLEARFIELD COUNTY
TO WASHINGTON MUTUAL HOME
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vs.

BRIAN L. SARVEY

VERIFICATION OF NON-MILITARY SERVICE

DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

- (a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.
- (b) that defendant, BRIAN L. SARVEY, is over 18 years of age, and resides at 56 AIKINS LANE, SUMMERTON, PA 15864 .

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


DANIEL G. SCHMIEG, ESQUIRE

PHELAN HALLINAN AND SCHMIEG
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., S/I TO : COURT OF COMMON PLEAS
WASHINGTON MUTUAL HOME LOANS, INC. F/K/A : CIVIL DIVISION
PNC MORTGAGE CORPORATION OF AMERICA Plaintiff : CLEARFIELD COUNTY
Plaintiff : Vs. : NO. 05-1466-CD

BRIAN L. SARVEY
Defendants

TO: BRIAN L. SARVEY
56 AIKINS LANE
SUMMERTON, PA 15864

DATE OF NOTICE: **FEBRUARY 1, 2006**

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FILE COPY

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WASHINGTON MUTUAL BANK, F.A., S/I/I
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORPORATION OF AMERICA

No.: 05-1466-CD

COPY

Plaintiff

vs.

BRIAN L. SARVEY

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on March 24, 2006.

By: William H. Schmieg

DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney or Party Filing
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

Washington Mutual Bank F.A.
Washington Mutual Home Loans, Inc.
PNC Mortgage Corp. of America
Plaintiff(s)

No.: 2005-01466-CD

Real Debt: \$57,873.28

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

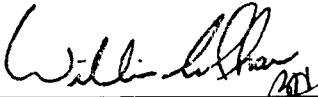
Brian L. Sarvey Entry: \$20.00
Defendant(s)

Instrument: Default Judgment

Date of Entry: March 24, 2006

Expires: March 24, 2011

Certified from the record this 24th day of March, 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

**PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180-3183**

**WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORPORATION OF
AMERICA**

vs.

BRIAN L. SARVEY

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

No. 05-1466-CD

**PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	
	<u>\$57,873.28</u>

Interest from 3/23/06 to
Date of Sale (\$9.51 per diem)

and Costs.

Prothonotary costs \$112.00

Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

PMB

FILED

APR 04 2006
m 112:50 (w)
William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO STFF
w/6 units

No. 05-1466-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORPORATION OF
AMERICA

vs.

BRIAN L. SARVEY

PRAECLPTE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Daniel J. Schaefer

Attorney for Plaintiff(s)

Address: 56 AIKINS LANE, SUMMERTVILLE, PA 15864
Where papers may be served.

DESCRIPTION

ALL that certain messuage or piece of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of West Weber Avenue and Sugar Alley; thence by line of Sugar Alley South 27 degrees 30 minutes West 105 feet to a post at the northeast corner of lands heretofore conveyed to Dale K. Groves; thence along the line of lands of Dale K. Groves North 62 degrees 30 minutes West 60 feet to the easterly line of Lot No. 178 in the Rumbarger Addition to the City of DuBois; thence along the easterly line of said Lot No. 178, North 27 degrees 30 minutes East 105 feet to a post at West Weber Avenue; thence by West Weber Avenue South 62 degrees 30 minutes East 60 feet to a post at Sugar Alley and the place of beginning.

Being the northerly portion of Lot No. 177 of the Rumbarger Addition to the City of DuBois, which subdivision was approved by the DuBois City Council at a regularly scheduled meeting on May 26, 1982.

EXCEPTING AND RESERVING unto the City of DuBois, its successors or assigns, a permanent easement or right-of-way for the sole purpose of contracting, operating, repairing and maintaining sewer and water lines over, under and across said properties.

It is hereby agreed that the said Grantee, his heirs, administrators, executors, successors and assigns, shall share equally the cost of repairing any eruption or breakage in said water and sewer lines which service said properties.

UNDER AND SUBJECT to all exceptions, reservations and restrictions as contained in prior deeds of conveyance.

BEING the same premises which vested in the Grantors herein by Deed of Marjorie L. Mead, et al. dated October 21, 1988, and recorded in the Office of Recorder of Deeds for Clearfield County on November 1, 1988, in Deed Book Volume 1251, page 500.

Being Parcel # 002-000-00309

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Brian L. Sarvey, by Deed from Dale M. Groves and Laura L. Groves, husband and wife, dated 1-12-98, recorded 1-22-98 in Deed Book 1902, page 226.

PREMISES BEING: 519 WEST WEBER AVENUE, DUBOIS, PA 15864

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

**WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORPORATION OF
AMERICA**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 05-1466-CD

vs.

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

BRIAN L. SARVEY

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: **519 WEST WEBER AVENUE, DUBOIS, PA 15801**

(See legal description attached.)

Amount Due	<u>\$57,873.28</u>
Interest from 3/23/06 to Date of Sale (\$9.51 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed.
	Prothonotary costs <i>112.00</i>

Dated _____
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:
Deputy

PMB

No. 05-1466-CD

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

WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL
HOME LOANS, INC., F/K/A PNC MORTGAGE CORPORATION OF
AMERICA

vs.

BRIAN L. SARVEY

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$57,873.28</u>
Int. from 3/23/06 to Date of Sale (\$9.51 per diem)	_____
Costs	_____
Prothy. Pd.	_____
Sheriff	_____

Daniel G. Schmieg

Attorney for Plaintiff

*Plaintiff's Attorney
Daniel G. Schmieg*

Address: 56 AIKINS LANE, SUMMERVILLE, PA 15864
Where papers may be served.

Daniel G. Schmieg, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

DESCRIPTION

ALL that certain messuage or piece of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of West Weber Avenue and Sugar Alley; thence by line of Sugar Alley South 27 degrees 30 minutes West 105 feet to a post at the northeast corner of lands heretofore conveyed to Dale K. Groves; thence along the line of lands of Dale K. Groves North 62 degrees 30 minutes West 60 feet to the easterly line of Lot No. 178 in the Rumbarger Addition to the City of DuBois; thence along the easterly line of said Lot No. 178, North 27 degrees 30 minutes East 105 feet to a post at West Weber Avenue; thence by West Weber Avenue South 62 degrees 30 minutes East 60 feet to a post at Sugar Alley and the place of beginning.

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Being Parcel # 002-000-00309

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TITLE TO SAID PREMISES IS VESTED IN Brian L. Sarvey, by Deed from Dale M. Groves and Laura L. Groves, husband and wife, dated 1-12-98, recorded 1-22-98 in Deed Book 1902, page 226.

PREMISES BEING: 519 WEST WEBER AVENUE, DUBOIS, PA 15864

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, F.A., S/I/I
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORPORATION OF AMERICA

No.: 05-1466-CD

vs.

BRIAN L. SARVEY

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORPORATION OF AMERICA, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 519 WEST WEBER AVENUE, DUBOIS, PA 15801:

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

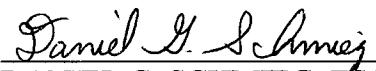
Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	--------------------------------------------------------------------------------------

BRIAN L. SARVEY	56 AIKINS LANE SUMMERVILLE, PA 15864
------------------------	-------------------------------------------------------

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 3, 2006

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

Name

Last Known Address (if address cannot be reasonable ascertained, please indicate)

None.

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.

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

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:

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

**Commonwealth of Pennsylvania
Department of Welfare**

**PO Box 2675
Harrisburg, PA 17105**

Tenant/Occupant

**519 WEST WEBER AVENUE
DUBOIS, PA 15801**

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 3, 2006

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, F.A., S/I/I
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORPORATION OF AMERICA

No.: 05-1466-CD

vs.

BRIAN L. SARVEY

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORPORATION OF AMERICA, Plaintiff in the above action, by its attorney,
Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the
following information concerning the real property located at 519 WEST WEBER AVENUE, DUBOIS, PA
15801:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	-----------------------------------------------------------------------------------

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	-----------------------------------------------------------------------------------

None.

SALE DATE: 7/7/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

WASHINGTON MUTUAL BANK, F.A., S/I/I
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORPORATION OF AMERICA

No.: 05-1466-CD

vs.

BRIAN L. SARVEY

**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at:

519 WEST WEBER AVENUE, DUBOIS, PA 15801.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

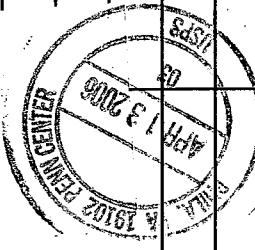
I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

FILED
M 12:48 PM
JUL 07 2006
NO CC
William A. Shaw
Prothonotary/Clerk of Courts


PHELAN HALLINAN & SCHMIEG
One Penn Center at Suburban Station
Philadelphia, PA 19103-1814 LYNNETTE BRITTON/PMB
Name and
Address
Of Sender

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	BRIAN L. SURVEY	Tenant/Occupant, 519 WEST WEBER AVENUE, DUBOIS, PA 15801		
2	5224788710	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, SP13 and SP21 for limitations of coverage.



PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A., s/i/i to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corporation of America : Court of Common Pleas
Plaintiff : Civil Division
vs. : Clearfield County
: No. 05-1466-CD

Brian L. Sarvey
Defendant

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on September 23, 2005, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on March 24, 2006 in the amount of \$57,873.28. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. The Property is listed for Sheriff's Sale on September 1, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

FILED
JUL 18 2006
M 11 2006
William A. Shaw
Prothonotary/Clerk of Courts
NO CERT COPIES

4. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$51,052.75
Interest Through 9/1/06	6,254.68
Per Diem \$10.84	
Late Charges	70.98
Legal fees	1,675.00
Cost of Suit and Title	1,909.50
Sheriff's Sale Costs	2,413.23
Property Inspections	3,280.70
Appraisal/BPO	100.00
MIP/PMI	64.62
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	2,706.75
 TOTAL	 \$69,528.21

5. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

6. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

Date: 7/17/06

Phelan Hallinan & Schmieg, LLP
By: Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit “A”

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

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1466-C1

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

1 SEP 23 2005

Attest.

William L. Chen
Prothonotary/
Clerk of Courts

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. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

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

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

Attest.

File #: 119163

William L. Chen
Prothonotary/
Clerk of Courts

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

Dec. 27, 2005 Document
Reinstated & Reissued to Sheriff/Attorney
for service.
Chen
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., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

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

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15864

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

3. On 01/19/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1902, Page: 229. By Assignment of Mortgage recorded 01/22/1998 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Mortgage Book No. 1902, Page 238.
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 03/01/2005 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:

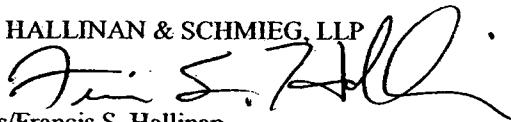
Principal Balance	\$51,052.75
Interest	2,536.56
02/01/2005 through 09/22/2005	
(Per Diem \$10.84)	
Attorney's Fees	1,250.00
Cumulative Late Charges	70.98
01/19/1998 to 09/22/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 55,460.29
Escrow	
Credit	0.00
Deficit	440.11
Subtotal	<u>\$ 440.11</u>
TOTAL	\$ 55,900.40

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

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 55,900.40, together with interest from 09/22/2005 at the rate of \$10.84 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: /s/ Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain messuage or piece of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of West Weber Avenue and Sugar Alley; thence by line of Sugar Alley South 27 degrees 30 minutes West 105 feet to a post at the northeast corner of lands heretofore conveyed to Dale K. Groves; thence along the line of lands of Dale K. Groves North 62 degrees 30 minutes West 60 feet to the easterly line of Lot No. 178 in the Rumbarger Addition to the City of DuBois; thence along the easterly line said Lot No. 178, North 27 degrees 30 minutes East 105 feet to a post at West Weber Avenue; thence by West Weber Avenue South 62 degrees 30 minutes East 60 feet to a post at Sugar Alley and the place of beginning.

Being the northerly portion of Lot No. 177 of the Rumbarger Addition to the City of DuBois, which subdivision was approved by the DuBois City Council at a regularly scheduled meeting on May 26, 1982.

EXCEPTING AND RESERVING unto the City of DuBois, its successors or assigns, a permanent easement or right-of-way for the sole purpose of contracting, operating, repairing and maintaining sewer and water lines over, under and across said properties.

It is hereby agreed that the said Grantee, his heirs, administrators, executors, successors and assigns, shall share equally the cost of repairing any eruption or breakage in said water and sewer lines which service said properties.

UNDER AND SUBJECT to all exceptions, reservations and restrictions as contained in prior deeds of conveyance.

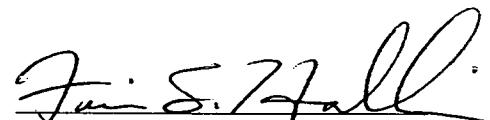
BEING the same premises which vested in the Grantors herein by Deed of Marjorie L. Mead, et al. dated October 21, 1988, and recorded in the Office of Recorder of Deeds for Clearfield County on November 1, 1988, in Deed Book Volume 1251, page 500.

PROPERTY BEING: 519 WEST WEBER AVENUE

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: 9/22/05

Exhibit “B”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A., S/I
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORPORATION OF AMERICA
11200 WEST PARKLAND AVENUE
MILWAUKEE, WI 53224

No.: 05-1466-CD

vs.

BRIAN L. SARVEY
519 WEST WEBER AVENUE
DUBOIS, PA 15801

ATTORNEY FILE COPY
PLEASE RETURN

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$55,900.40
Interest (9/23/05 to 3/23/06)	<u>1,972.88</u>
TOTAL	\$57,873.28

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 24, 2006

COPY
PROTHOTY

PMB

ATTORNEY FILE COPY
PLEASE RETURN

FILED
MARCH 24 2006
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 7/17/06

By:

Phelan Hallinan & Schmieg, LLP
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A., s/i/i to Washington
Mutual Home Loans, Inc., f/k/a PNC Mortgage
Corporation of America

: Court of Common Pleas
: Civil Division

Plaintiff

: Clearfield County

vs.

: No. 05-1466-CD

Brian L. Sarvey

Defendant

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages and Brief
in Support thereof were sent to the following individual on the date indicated below.

Brian L. Sarvey
519 West Weber Avenue
DuBois, PA 15801

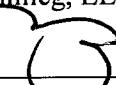
Brian L. Sarvey
Box 56
Summerville, PA 15864

Brian L. Sarvey
56 Aikins Lane
Summerville, PA 15864

DATE: 7/17/06

By:

Phelan Hallinan & Schmieg, LLP


Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

WA
Washington Mutual Bank, F.A., s/i/i to Washington
Mutual Home Loans, Inc., f/k/a PNC Mortgage
Corporation of America

: Court of Common Pleas
: Civil Division

Plaintiff

: Clearfield County

vs.

: No. 05-1466-CD

Brian L. Sarvey

Defendant

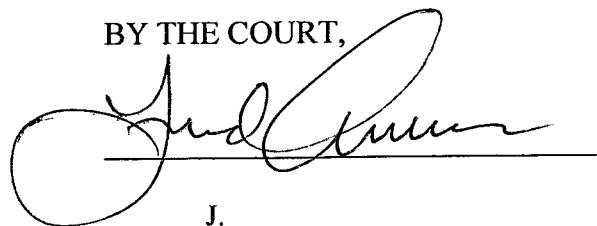
ORDER

AND NOW, this 20 day of July 2006, upon consideration of Plaintiff's Motion to Reassess Damages, a Rule is hereby issued upon Defendant to appear and show cause why the motion should not be granted.

Argument is scheduled for the 30th day of August 2006, at 1:30 p.m.

1 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED

JUL 21 2006

0/10-205/4
William A. Shaw
Prothonotary/Clerk of Courts

1 c Enr. to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PHELAN HALLINAN & SCHMIEG
by: MICHELE M. BRADFORD, Esquire
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A., s/i/i to Washington
Mutual Home Loans, Inc., f/k/a PNC Mortgage
Corporation of America

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 05-1466-CD

Plaintiff

vs.

Brian L. Sarvey

Defendants

FILED
JUL 27 2006
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATION OF SERVICE

I, MICHELE M. BRADFORD, Esquire, hereby certify that a true and correct copy of our Motion to Reassess Damages noting a Rule Return date of August 30, 2006 has been served upon the following persons:

Brian L. Sarvey
519 West Weber Avenue
DuBois, PA 15801

Brian L. Sarvey
Box 56
Summerville, PA 15864

Brian L. Sarvey
56 Aikins Lane
Summerville, PA 15864

PHELAN HALLINAN & SCHMIEG, LLP

Date: 7/26/06

By:

Michele M. Bradford, Esquire
Attorney for Plaintiff

JA

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank, F.A., s/i/i to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corporation of America : Court of Common Pleas
Plaintiff : Civil Division
vs. : Clearfield County
: No. 05-1466-CD

Brian L. Sarvey
Defendant

ORDER

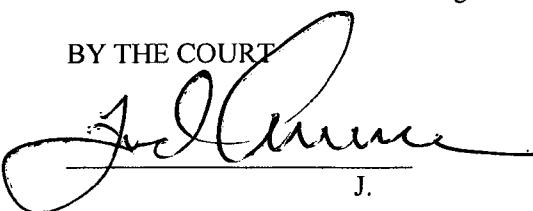
AND NOW, this 30 day of August, 2006 the Prothonotary is ORDERED to amend the judgment in this case as follows:

Principal Balance	\$51,052.75
Interest Through 9/1/06	6,254.68
Per Diem \$10.84	
Late Charges	70.98
Legal fees	1,675.00
Cost of Suit and Title	1,909.50
Sheriff's Sale Costs	2,413.23
Property Inspections	3,280.70
Appraisal/BPO	100.00
MIP/PMI	64.62
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>2,706.75</u>
 TOTAL	 \$69,528.21

Plus interest from 9/1/06 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



J.

FILED acc Attylhota
0/3/53 cm copy to deft e
AUG 30 2006 519 W Weber Ave.
DuBois PA 15801

119163

William A. Shaw
Prothonotary/Clerk of Courts JK

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

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SEP 07 2006 remitted to
54 Aikins Lane
33 Summerville, SC
William A. Shaw
Prothonotary/Clerk of Courts
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\$00.390
08/31/2006
Mailed From 16830
US POSTAGE

Brian L. Sarvey
519 West Weber Avenue
DuBois, PA 15801

SARV519* 158012005 1505 04 09/05/06
FORWARD TIME EXP RTN TO SEND
SARVEY, BRIAN L
56 AIKINS LN
SUMMERVILLE PA 15864-1302
RETURN TO SENDER

1. 網絡應用於社會研究

detr 519 N Weber Ave
Dubois PA 15801

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

Washington Mutual Bank, F.A., s/i/i to Washington Mutual Home Loans, Inc., f/k/a PNC Mortgage Corporation of America : Court of Common Pleas
Plaintiff : Civil Division
vs. : Clearfield County
No. 05-1466-CD

Brian L. Sarvey
Defendant

ORDER

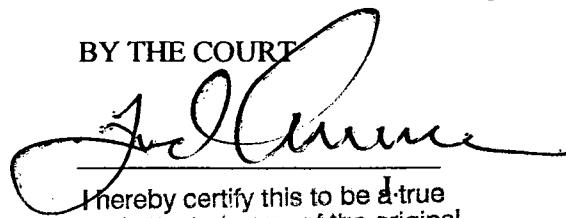
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TOTAL	\$69,528.21

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Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

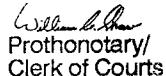
BY THE COURT


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

119163

AUG 30 2006

Attest.


Prothonotary/
Clerk of Courts

~~FILED~~ acc A441hota
0/3:53pm
AUG 30 2006

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103
(215) 563-7000
FAX#: (215) 563-3459
michele.bradford@fedphe.com

Michele M. Bradford, Esquire

Representing Lenders in
Pennsylvania and New Jersey

July 17, 2006

RECEIVED

JUL 18 2006

CLEARFIELD ADMINISTRATOR'S
OFFICE

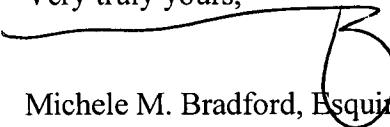
Clearfield Court Administration
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

RE: Washington Mutual Bank, F.A., s/i/i to Washington Mutual Home Loans, Inc., f/k/a PNC
Mortgage Corporation of America vs. Brian L. Sarvey
Clearfield County CCP, No. 05-1466-CD

Dear Sir or Madam:

Enclosed for filing please find Motion to Reassess Damages Brief in Support thereof.

Very truly yours,


Michele M. Bradford, Esquire
For Phelan Hallinan & Schmieg, LLP

Enclosure

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A., s/i/i to Washington
Mutual Home Loans, Inc., f/k/a PNC Mortgage
Corporation of America

: Court of Common Pleas
: Civil Division

Plaintiff

: Clearfield County

vs.

: No. 05-1466-CD

Brian L. Sarvey

Defendant

RECEIVED

JUL 18 2006

MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFF'S MOTION TO REASSESS DAMAGES

ATTORNEY FOR PLAINTIFF
OFFICE

I. BACKGROUND OF CASE

Defendant executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 519 West Weber Avenue, DuBois, PA 15801. The Mortgage indicates that in the event a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendant defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the excessive period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendant credit for monthly payments tendered through bankruptcy, if any.

II. INTEREST

The Mortgage clearly requires that the Defendant shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

III. TAXES AND INSURANCE

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

IV. ATTORNEY'S FEES

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974). The provision of the Mortgage which allows the Plaintiff to recover attorney's fees in the instant action is highlighted for the court's reference.

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa.

Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

V. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958), Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendant as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendant's failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagors to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagor is also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property.

The mortgagor has breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.

VI. CONCLUSION

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

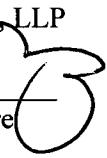
Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 7/17/01

By:

Phelan Hallinan & Schmieg, LLP


Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20313
NO: 05-1466-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A. S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORPORATION OF AMERICA

vs.

DEFENDANT: BRIAN L. SARVEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/04/2006

LEVY TAKEN 04/14/2006 @ 10:45 AM

POSTED 04/17/2006 @ 10:45 AM

SALE HELD 09/01/2006

SOLD TO WASHINGTON MUTUAL BANK, F.A. S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORPORATION OF AMERICA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/04/2006

DATE DEED FILED 10/11/2006

PROPERTY ADDRESS 519 WEST WEBER AVENUE DUBOIS , PA 15801

SERVICES

05/09/2006 @ 9:48 AM SERVED BRIAN L. SARVEY

CLARION COUNTY SERVED BRIAN L. SARVEY, DEFENDANT, AT HIS RESIDENCE 56 AIKEN LANE, SUMMERVILLE, CLARION COUNTY, PENNSYLVANIA BY HANDING TO WANDA SARVEY ADULT IN CHARGE

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.

@ SERVED

JEFFERSON COUNTY RETURNED ADDRESS IS IN CLARION COUNTY

@ SERVED

NOW, JULY 7, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF'S SALE SCHEDULED FOR JULY 7, 2006 TO SEPTEMBER 1, 2006.

FILED pd \$5.00 shf
9/10:55am
OCT 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20313
NO: 05-1466-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A. S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC
MORTGAGE CORPORATION OF AMERICA

VS.

DEFENDANT: BRIAN L. SARVEY

Execution REAL ESTATE

SHERIFF RETURN

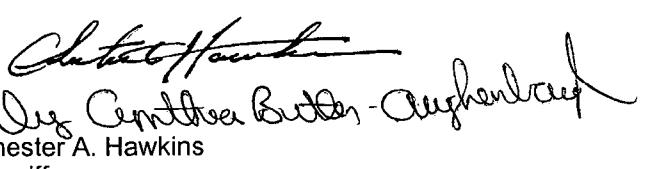
SHERIFF HAWKINS \$254.28

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

**WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORPORATION OF
AMERICA**

vs.

BRIAN L. SARVEY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 05-1466-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: **519 WEST WEBER AVENUE, DUBOIS, PA 15801**

(See legal description attached.)

Amount Due	<u>\$57,873.28</u>
Interest from 3/23/06 to Date of Sale (\$9.51 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed.

Prothonotary costs \$ 112.00


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

PMB

Dated April 4, 2006
(SEAL)

Received April 4, 2006 @ 3:30 P.M.
Chester A. Hawkin
By Cynthia Butler-Aypherleaf

DESCRIPTION

ALL that certain messuage or piece of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of West Weber Avenue and Sugar Alley; thence by line of Sugar Alley South 27 degrees 30 minutes West 105 feet to a post at the northeast corner of lands heretofore conveyed to Dale K. Groves; thence along the line of lands of Dale K. Groves North 62 degrees 30 minutes West 60 feet to the easterly line of Lot No. 178 in the Rumbarger Addition to the City of DuBois; thence along the easterly line of said Lot No. 178, North 27 degrees 30 minutes East 105 feet to a post at West Weber Avenue; thence by West Weber Avenue South 62 degrees 30 minutes East 60 feet to a post at Sugar Alley and the place of beginning.

Being the northerly portion of Lot No. 177 of the Rumbarger Addition to the City of DuBois, which subdivision was approved by the DuBois City Council at a regularly scheduled meeting on May 26, 1982.

EXCEPTING AND RESERVING unto the City of DuBois, its successors or assigns, a permanent easement or right-of-way for the sole purpose of contracting, operating, repairing and maintaining sewer and water lines over, under and across said properties.

It is hereby agreed that the said Grantee, his heirs, administrators, executors, successors and assigns, shall share equally the cost of repairing any eruption or breakage in said water and sewer lines which service said properties.

UNDER AND SUBJECT to all exceptions, reservations and restrictions as contained in prior deeds of conveyance.

BEING the same premises which vested in the Grantors herein by Deed of Marjorie L. Mead, et al. dated October 21, 1988, and recorded in the Office of Recorder of Deeds for Clearfield County on November 1, 1988, in Deed Book Volume 1251, page 500.

Being Parcel # 002-000-00309

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Brian L. Sarvey, by Deed from Dale M. Groves and Laura L. Groves, husband and wife, dated 1-12-98, recorded 1-22-98 in Deed Book 1902, page 226.

PREMISES BEING: 519 WEST WEBER AVENUE, DUBOIS, PA 15864

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BRIAN L. SARVEY

NO. 05-1466-CD

NOW, October 11, 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 September 01, 2006, I exposed the within described real estate of Brian L. Sarvey to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK, F.A. S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORPORATION OF AMERICA 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	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.46
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$254.28

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$31.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	57,873.28
INTEREST @ 9.5100 %	1,540.62
FROM 03/23/2006 TO 09/01/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$59,433.90
COSTS:	
ADVERTISING	1,222.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	254.28
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	112.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,120.78

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20313

TERM & NO. 05-1466-CD

WASHINGTON MUTUAL BANK, F.A. S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE
CORPORATION OF AMERICA

VS.

BRIAN L. SARVEY

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

SERVE BY: MAY 31, 2006

**MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG LLP
RETURN TO BE SENT TO THIS OFFICE**

SERVE: BRIAN L. SARVEY

ADDRESS: 56 AIKINS LANE
SUMMERVILLE, PA 15864

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CLARION COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, May 2, 2006.

RESPECTFULLY,



CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

AFFIDAVIT OF SERVICE

IN THE COURT OF COMMON PLEAS
OF CLARION COUNTY

WASHINGTON MUTUAL BANK F.A.
VERSUS
BRIAN L SARVEY

NUM: 05 1466 CD

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLARION

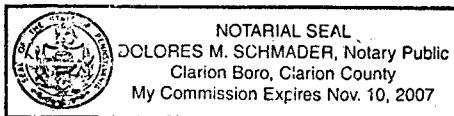
Before me, the undersigned, personally appeared
DEPUTY DOUG SLAGLE
who being duly sworn according to law, deposes and says that on
the 9TH of MAY , 2006 at 9:48AM
served the within WRIT OF EXECUTION AND NOTICE OF SALE
on the within named BRIAN L SARVEY at HIS place of
56 AIKEN LANE, SUMMERTON PA 15864
Clarion County, Pennsylvania, by making known the contents to
WANDA SARVEY, ADULT IN CHARGE
by handing to and leaving with **WANDA SARVEY**
certified copy of the within WRIT OF EXECUTION AND NOTICE OF SALE
received from the COUNTY OF CLEARFIELD

So Answers

Doug Slagle
Deputy
William H. Pack III
Sheriff of Clarion County

Sworn to and subscribed before me this

12th day of May A.D. 20 06
Dolores M. Schmader
Notary Public



Law Offices
PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Christine.Schoffler@fedphe.com

Christine Schoffler
Judgment Department, Ext. 1286

Representing Lenders in
Pennsylvania and New Jersey

July 1, 2006

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: **WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON
MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF
AMERICA v. BRIANY L. SARVEY**

**No. 05-1466-CD
519 WEST WEBER AVENUE, DUBOIS, PA 15801**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which
is scheduled for 07/07/06.

The property is to be relisted for the 9/1/06 Sheriff's Sale.

Very truly yours,

CQS

Christine Schoffler

VIA TELECOPY (814) 765-5915