

05-1539-CD  
Wachovia Bank vs Joshua Lukens

Wachovia Bank Nat. Assoc. vs Joshua Luken  
2005-1539-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20300  
NO: 05-1539-CD

PLAINTIFF: WACHOVIA BANK, N.A., AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY,  
ASSIGNEE OF PENNSYLVANIA HOUSING FINANCE AGENCY, ASSIGNEE OF JERSEY SHORE STATE BANK  
VS.

DEFENDANT: JOSHUA A. LUKENS AND JESSICA M. SIMON

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/10/2006

LEVY TAKEN 04/04/2006 @ 11:20 AM

POSTED 04/04/2006 @ 11:20 AM

SALE HELD 06/02/2006

SOLD TO WACHOVIA BANK, N.A., AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/12/2006

DATE DEED FILED 06/12/2006

PROPERTY ADDRESS 79 SERVOMATION DRIVE F/K/A 616 REAR WEST FRONT STREET CLEARFIELD , PA 16830

**SERVICES**

04/06/2006 @ 1:55 PM SERVED JOSHUA A. LUKENS

SERVED JOSHUA A. LUKENS, DEFENDANT, AT HIS RESIDENCE 177 WALLACETON ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA LUKENS, MOTHER OF THE DEFENDANT

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

04/25/2006 @ 2:28 PM SERVED JESSICA M. SIMON

SEVED JESSICA M. SIMON, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 NORTH SECOND ST., SUITE 116,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JESSICA M. SIMON

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**  
0343801  
JUN 12 2006  
CL

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20300  
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PLAINTIFF: WACHOVIA BANK, N.A., AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY,  
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Execution REAL ESTATE

SHERIFF RETURN

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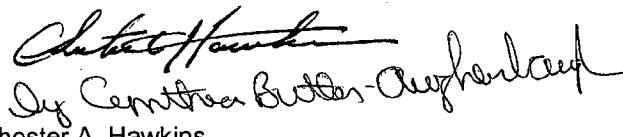
SHERIFF HAWKINS \$264.98

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
By Cynthia Butler-Augherber  
Chester A. Hawkins  
Sheriff

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

Wachovia Bank National Association, as Trustee  
for the Pennsylvania Housing Finance Agency,  
Assignee of Pennsylvania Housing Finance Agency,  
Assignee of Jersey Shore State Bank

Vs.

NO.: 2005-01539-CD

Joshua A. Lukens and Jessica M. Simon

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WACHOVIA BANK NATIONAL ASSOCIATION, as Trustee for the PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of Pennsylvania Housing Finance Agency, Assignee of JERSEY SHORE STATE BANK, Plaintiff(s) from JOSHUA A. LUKENS and JESSICA M. SIMON, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Property 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: \$48,263.07

PAID: \$132.00

INTEREST: 02/28/06-Sale Date

SHERIFF: \$

PROTH. COSTS: \$

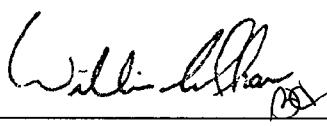
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/10/2006

Received this writ this 10<sup>th</sup> day  
of March A.D. 2006  
At 3:15 A.M./P.M.

Chesler A. Lukens  
Sheriff of Centre, Butler, Washington

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Louis P. Vitti, Esq.  
916 Fifth Ave.  
Pittsburgh, PA 15219  
(412) 281-1725

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
JERSEY SHORE STATE BANK,

NO: 05-1539-CD

Plaintiff,

vs

JOSHUA A. LUKENS and JESSICA M. SIMON,

Defendants.

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the plot of Lots of R. E. Shaw, in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Moose Creek and land deeded by R. E. Shaw to the Clearfield and Mahoney Railroad Company by deed dated January 28, 1893, recorded in Deed Book 76, Page 19; thence South along said land of Clearfield and Mahoney Railroad Company one hundred sixteen (116) feet to an iron pin; thence in an Easterly direction a distance of ninety (90) feet to a telephone pole and a point on an alley; thence North along said alley one hundred sixteen (116) feet to Moose Creek; thence West along Moose Creek ninety (90) feet to land of Clearfield and Mahoney Railroad Company and point and place of Beginning.

HAVING erected thereon a dwelling known as 79 Servomation Drive, Clearfield, PA 16830-3052 f/k/a 616 Rear West Front Street, Clearfield, PA 16830.

PARCEL NO: 123-K8-251-131.

BEING the same premises which Gregory A. Swatsworth and Linda A. Swatsworth, husband and wife, by Deed dated 11/08/2002 and recorded 11/08/2002 in the Recorder's Office of Clearfield County, Pennsylvania, Instrument No. 200218240, granted and conveyed unto Joshua A. Lukens and Jessica M. Simon, unmarried.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOSHUA A. LUKENS NO. 05-1539-CD

NOW, June 12, 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 June 02, 2006, I exposed the within described real estate of Joshua A. Lukens And Jessica M. Simon to public venue or outcry at which time and place I sold the same to WACHOVIA BANK, N.A., AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00	DEBT-AMOUNT DUE	48,263.07
SERVICE	15.00	INTEREST @ %	0.00
MILEAGE	28.48	FROM TO 06/02/2006	
LEVY	15.00		
MILEAGE	2.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	33.82	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$48,303.07
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	458.26
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	210.60
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$264.98	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	29.00
REGISTER & RECORDER	29.00	SHERIFF COSTS	264.98
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	180.00
TOTAL DEED COSTS	\$29.00	PROTHONOTARY	132.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	128.09
		TOTAL COSTS	\$1,547.93

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

**FILED**

11/3/05 LM

cc: AHy Vitti

2CC Shiff

OCT - 5 2005

pd \$85.00 AHy  
Vitti

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A., AS  
TRUSTEE FOR PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Assignee of PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Assignee of JERSEY SHORE STATE  
BANK,

Plaintiff,

vs.

JOSHUA A. LUKENS and JESSICA M.  
SIMON

Defendants.

CIVIL DIVISION

NO. 05-1539-C

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

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

William A. Shaw  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., et al. )  
Plaintiff, ) NO:  
vs. )  
JOSHUA A. LUKENS and JESSICA M. SIMON )  
Defendant(s). )

**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 THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND 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 SHOULD 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.**

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

**PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 - EXT. 20**

## **COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 211 North Front St, Harrisburg, PA 17105.
2. The Defendant(s) is/are individuals with a last known mailing address of 616 Rear West Front Street, Clearfield, PA 16830. The property address is **616 Rear West Front Street, Clearfield, PA 16830** and is the subject of this action.
3. On the 8th day of November, 2002, in consideration of a loan of Forty Thousand Three Hundred Seventy Five and 00/100 (\$40,375.00) Dollars made by Jersey Shore State Bank, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Jersey Shore State Bank, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Jersey Shore State Bank, as mortgagee, which mortgage was recorded on the 8th day of November, 2002, in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200218241. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.
4. The premises secured by the mortgage are:

*SEE EXHIBIT "A" ATTACHED HERETO.*

5. On the 8thN day of November, 2002, Jersey Shore State Bank , a PA corporation,

assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 8th day of November, 2002 at Instrument No. 200218242. The said assignment is incorporated herein by reference.

6. Subsequent thereto, Pennsylvania Housing Finance Agency , a PA corporation, assigned to the Plaintiff, Wachovia Bank, et al., the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference.

7. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

8. Since January 1, 2005, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

9. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of

Intention to Foreclose has been served upon the mortgagor(s).

10. The amount due on said mortgage is itemized on the attached schedule.

11. Pursuant to Pennsylvania Rule of Civil Procedure 1144, the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the time of the filing of this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Forty Seven Thousand Five Hundred Twenty Six and 22/100 Dollars (\$47,526.22) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY \_\_\_\_\_

  
Louis P. Vitti, Esquire  
Attorney for Plaintiff

LUKENS

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	39,305.49
Interest @ 5.7500% from 12/01/04 through 10/31/2005	2,068.11
(Plus \$6.1920 per day after 10/31/2005 )	
Late charges through 10/3/2005	
0 months @ 11.78	
Accumulated beforehand	164.92
(Plus \$11.78 on the 17th day of each month after 10/3/2005 )	
Attorney's fee	1,965.27
Escrow deficit	<u>4,022.43</u>

(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)

**BALANCE DUE** **47,526.22**

Lukens

**EXHIBIT "A" LP & OP NO. 114463**

ALL that certain lot or piece of ground situate in  
the plot of lots of R. E. Shaw, in Lawrence Township, Clearfield County, Pennsylvania, bounded and  
described as follows:

BEGINNING at a point on Moose Creek and land deeded by R. E. Shaw to the Clearfield and Mahoney Railroad Company by deed dated January 28, 1893, recorded in Deed Book 76, Page 19; thence South along said land of Clearfield and Mahoney Railroad Company one hundred sixteen (116) feet to an iron pin; thence in an easterly direction a distance of ninety (90) feet to a telephone pole and a point on an alley; thence North along said alley one hundred sixteen (116) feet to Moose Creek; thence West along Moose Creek ninety (90) feet to land of Clearfield and Mahoney Railroad Company and point and place of beginning.

County Parcel No.: 123-K8-251-131

**EXHIBIT "A"**

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting & Loan Servicing

Date: 10-3-05

# *Louis P. Vitti and Associates, P.C.*

COUNSELLORS AT LAW  
916 FIFTH AVENUE  
PITTSBURGH, PENNSYLVANIA 15219

PHONE: (412) 281-1725

FAX: (412) 281-3810

LOUIS P. VITTI  
RODNEY PERMIGIANI  
ANDREW T. MOXIE



Today is Monday  
October 3, 2005

Prothonotary of Clearfield County  
Clearfield County Courthouse  
Clearfield, PA 16830

RE: Wachovia Bank N.A., et al. v. Lukens, et al.  
NO:

Dear Sir:

Enclosed please find an original and a copy of a Complaint in Mortgage Foreclosure along with a check in the amount of \$85.00. Please file the original and forward a receipt and a time-stamped copy of the Complaint to the undersigned in the enclosed self-addressed, stamped envelope.

Kindly forward the additional copies of the Complaint, sheriff's directions and one check in the amount of \$100.00 to the Sheriff's Office for service.

Thank you for your cooperation in this matter.

Very truly yours,

*Louis P. Vitti*

Louis P. Vitti

LPV/kc

Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A., AS TRUSTEE  
FOR THE PENNSYLVANIA HOUSING  
FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE  
AGENCY, assignee of JERSEY SHORE  
STATE BANK,

CIVIL DIVISION

NO. 05-1539-CD

**AFFIDAVIT OF SERVICE**

Plaintiff,

vs.

JOSHUA A. LUKENS and JESSICA M,  
SIMON,

Defendants.

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3810  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

FILED *no cc*  
MAY 15 2006  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee  
of PENNSYLVANIA HOUSING FINANCE AGENCY,  
Assignee of JERSEY SHORE STATE BANK, : NO: 05-1539-CD  
vs Plaintiff, :  
JOSHUA A. LUKENS and JESSICA M. SIMON, :  
Defendants. :  
:

**AFFIDAVIT OF SERVICE**

I, Helen Boyce, do hereby certify that a Notice of Sale was served upon the defendant, Joshua A. Lukens by the Sheriff of Clearfield County on April 6, 2006 and defendant, Jessica M. Simon was served by the Sheriff of Clearfield County on April 25, 2006 and all lien holders by Certificate of Mailing for service in the above-captioned case on March 19, 2006, advising them of the Sheriff's sale of the property at 79 Servomation Drive, Clearfiled, PA 16830, f/k/a 616 Rear West Front Street, Clearfield, PA 16830, *on June 2, 2006.*

LOUIS P. VITTI & ASSOCIATES, P.C.

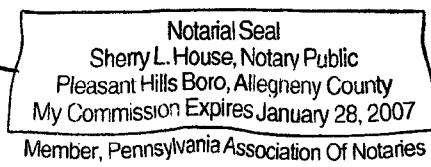
BY H. Boyce  
Helen Boyce

SWORN to and subscribed

before me this 12th day

of May, 2006.

Sherry L. House  
Notary Public



U.S. POSTAL SERVICE

**CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

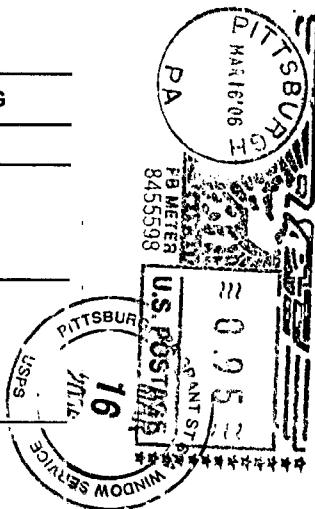
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Tenant/Occupant  
79 Servomation Drive  
Clearfield, PA 16830-3052

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

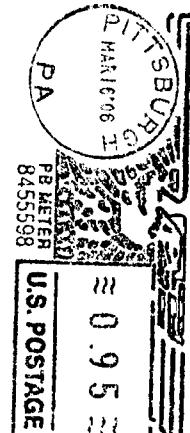
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Tax Collector of Lawrence Township  
c/o Hazel Swifter  
105 Fulton Street  
Clearfield, PA 16830

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

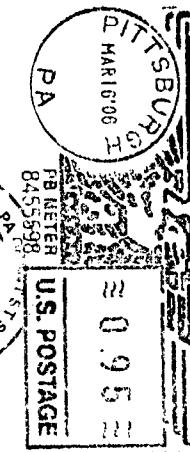
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Water Authority  
107 East Market Street  
Clearfield, PA 16830

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

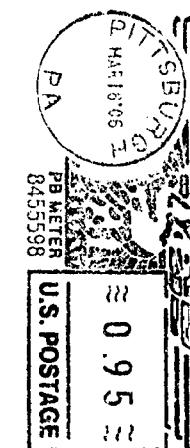
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Clearfield Municipal Authority  
107 East Market Street  
Clearfield, PA 16830

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Commonwealth of PA-DPW  
P.O. Box 8016  
Harrisburg, PA 17105

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

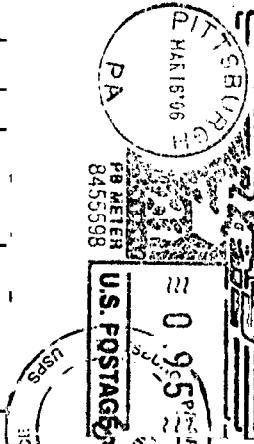
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Clerk of Courts  
Criminal/Civil Division  
P.O. Box 549  
Clearfield, PA 16830

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

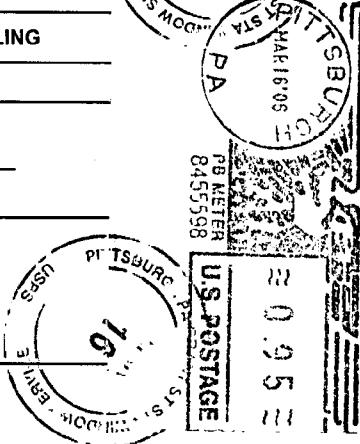
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Tax Claim Bureau of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

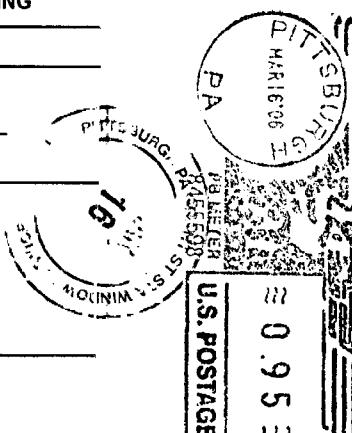
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

Court of Common Pleas of Clearfield County  
Domestic Relations Division  
P.O. Box 549  
Clearfield, PA 16830

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

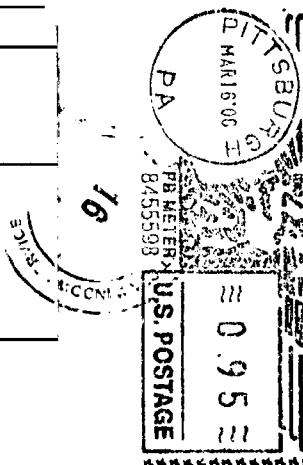
Received From:

**Louis P. Vitti & Associates, P.C.**  
**916 Fifth Avenue, Pittsburgh, PA 15219**

One piece of ordinary mail addressed to:

PA Dept. of Sheriff Sales  
Bureau of Compliance  
Dept. #281230  
Harrisburg, PA 17128-1230

PS Form 3817, January 2001



FILED *Atty pd.*  
*M 13/19/05* 7:00  
DEC 19 2005 2 Compl.

William A. Shaw *Reinstated*  
Prothonotary/Clerk of Courts *to Shaw*  
*(64)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A., AS TRUSTEE  
FOR THE PENNSYLVANIA HOUSING  
FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE  
AGENCY, Assignee of JERSEY SHORE  
STATE BANK,

Plaintiff,

CIVIL DIVISION

NO. 05-1539-CD

**PRAECIPE TO REINSTATE  
COMPLAINT IN MORTGAGE  
FORECLOSURE**

vs.

JOSHUA A. LUKENS and JESSICA M.  
SIMON

Defendants.

Code - Mortgage Foreclosure

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE )  
PENNSYLVANIA HOUSING FINANCE AGENCY, ) NO. 05-1539-CD  
Assignee of PENNSYLVANIA HOUSING FINANCE )  
AGENCY, Assignee of JERSEY SHORE STATE BANK, )  
Plaintiff, )  
vs. )  
JOSHUA A. LUKENS and JESSICA M. SIMON )  
Defendants. )

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please reinstate the complaint in the above-captioned case.

Respectfully submitted,

LOUIS P. VITTI & ASSOCIATES, P.C.

BY: \_\_\_\_\_

  
Louis P. Vitti, Esquire

DATE: December 13, 2005

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

Service # 1 of 2 Services

Sheriff Docket # **100885**

WACHOVIA BANK N.A.

Case # **05-1539-CD**

vs.

**JOSHUA A. LUKENS and JESSICA M. SIMON**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW December 20, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOSHUA A. LUKENS, DEFENDANT. 616 REAR WEST FRONT ST., CLEARFIELD, PA. "EMPTY".

SERVED BY: /

**FILED**  
01/08/06  
DEC 21 2006  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100885**

WACHOVIA BANK N.A.

Case # **05-1539-CD**

VS.

**JOSHUA A. LUKENS and JESSICA M. SIMON**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW December 20, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JESSICA M. SIMON, DEFENDANT. 616 REAR WEST FRONT ST., CLEARFIELD, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100885  
NO: 05-1539-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK N.A.

vs.

DEFENDANT: JOSHUA A. LUKENS and JESSICA M. SIMON

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VITTI	26671	20.00
SHERIFF HAWKINS	VITTI	26671	21.00

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

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

OCT - 5 2005

Attest.

*William J. Brown*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A., AS  
TRUSTEE FOR PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Assignee of PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Assignee of JERSEY SHORE STATE  
BANK,

Plaintiff,

vs.

JOSHUA A. LUKENS and JESSICA M.  
SIMON

Defendants.

CIVIL DIVISION

NO. *05-1539-CD*

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., et al. ) NO:  
Plaintiff, )  
vs. )  
JOSHUA A. LUKENS and JESSICA M. SIMON )  
Defendant(s). )

**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 THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND 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 SHOULD 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.

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

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 - EXT. 20

## COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 211 North Front St, Harrisburg, PA 17105.
2. The Defendant(s) is/are individuals with a last known mailing address of 616 Rear West Front Street, Clearfield, PA 16830. The property address is **616 Rear West Front Street, Clearfield, PA 16830** and is the subject of this action.
3. On the 8th day of November, 2002, in consideration of a loan of Forty Thousand Three Hundred Seventy Five and 00/100 (\$40,375.00) Dollars made by Jersey Shore State Bank, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Jersey Shore State Bank, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Jersey Shore State Bank, as mortgagee, which mortgage was recorded on the 8th day of November, 2002, in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200218241. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.
4. The premises secured by the mortgage are:

*SEE EXHIBIT "A" ATTACHED HERETO.*

5. On the 8thN day of November, 2002, Jersey Shore State Bank , a PA corporation,

assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 8th day of November, 2002 at Instrument No. 200218242. The said assignment is incorporated herein by reference.

6. Subsequent thereto, Pennsylvania Housing Finance Agency , a PA corporation, assigned to the Plaintiff, Wachovia Bank, et al., the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference.

7. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

8. Since January 1, 2005, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

9. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of

Intention to Foreclose has been served upon the mortgagor(s).

10. The amount due on said mortgage is itemized on the attached schedule.

11. Pursuant to Pennsylvania Rule of Civil Procedure 1144, the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the time of the filing of this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Forty Seven Thousand Five Hundred Twenty Six and 22/100 Dollars (\$47,526.22) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY \_\_\_\_\_



Louis P. Vitti, Esquire  
Attorney for Plaintiff

LUKENS

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	39,305.49
Interest @ 5.7500% from 12/01/04 through 10/31/2005 (Plus \$6.1920 per day after 10/31/2005 )	2,068.11
Late charges through 10/3/2005 0 months @ 11.78 Accumulated beforehand (Plus \$11.78 on the 17th day of each month after 10/3/2005 )	164.92
Attorney's fee	1,965.27
Escrow deficit	<u>4,022.43</u>
 (This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	
<b>BALANCE DUE</b>	<b>47,526.22</b>

LUKENS

## EXHIBIT "A" LP & OP NO. 114463

ALL that certain lot or piece of ground situate in  
the plot of lots of R. E. Shaw, in Lawrence Township, Clearfield County, Pennsylvania, bounded and  
described as follows:

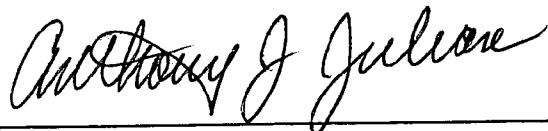
BEGINNING at a point on Moose Creek and land deeded by R. E. Shaw to the Clearfield and Mahoney Railroad Company by deed dated January 28, 1893, recorded in Deed Book 76, Page 19; thence South along said land of Clearfield and Mahoney Railroad Company one hundred sixteen (116) feet to an iron pin; thence in an easterly direction a distance of ninety (90) feet to a telephone pole and a point on an alley; thence North along said alley one hundred sixteen (116) feet to Moose Creek; thence West along Moose Creek ninety (90) feet to land of Clearfield and Mahoney Railroad Company and point and place of beginning.

County Parcel No.: 123-K8-251-131

EXHIBIT "A"

## VERIFICATION

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



Anthony J. Julian  
Director of Accounting & Loan Servicing

Date: 10-305

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

OCT - 5 2005

Attest.

*William A. Haas*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A., AS  
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HOUSING FINANCE AGENCY,  
Assignee of PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Assignee of JERSEY SHORE STATE  
BANK,

Plaintiff,

vs.

JOSHUA A. LUKENS and JESSICA M.  
SIMON

Defendants.

CIVIL DIVISION

NO. 05-1539-CD

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**COPY**

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CIVIL DIVISION

WACHOVIA BANK, N.A., et al. )  
Plaintiff, ) NO:  
vs. )  
JOSHUA A. LUKENS and JESSICA M. SIMON )  
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**COMPLAINT IN MORTGAGE FORECLOSURE**

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PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 - EXT. 20

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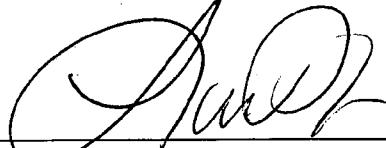
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Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY \_\_\_\_\_



Louis P. Vitti, Esquire  
Attorney for Plaintiff

LUKENS

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(Plus \$6.1920 per day after 10/31/2005 )		
Late charges through 10/3/2005		
0 months @ 11.78		
Accumulated beforehand		164.92
(Plus \$11.78 on the 17th day of each month after 10/3/2005 )		
Attorney's fee		1,965.27
Escrow deficit		<u>4,022.43</u>
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		
<b>BALANCE DUE</b>		<b>47,526.22</b>

LUKENS

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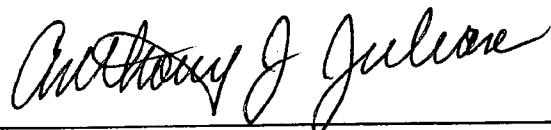
BEGINNING at a point on Moose Creek and land deeded by R. E. Shaw to the Clearfield and Mahoney Railroad Company by deed dated January 28, 1893, recorded in Deed Book 76, Page 19; thence South along said land of Clearfield and Mahoney Railroad Company one hundred sixteen (116) feet to an iron pin; thence in an easterly direction a distance of ninety (90) feet to a telephone pole and a point on an alley; thence North along said alley one hundred sixteen (116) feet to Moose Creek; thence West along Moose Creek ninety (90) feet to land of Clearfield and Mahoney Railroad Company and point and place of beginning.

County Parcel No.: 123-K8-251-131

EXHIBIT "A"

## VERIFICATION

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Anthony J. Julian  
Director of Accounting & Loan Servicing

Date: 10-305

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101098  
NO: 05-1539-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.  
VS.  
DEFENDANT: JOSHUA A. LUKENS and JESSICA M. SIMON

**SHERIFF RETURN**

---

NOW, January 06, 2006 AT 9:32 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSHUA A. LUKENS DEFENDANT AT PO BOX 45 aka 177 WALLACETON ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MIKEELEN LUKENS, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

**FILED**  
02-5761  
MAR 07 2006  
SS

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101098  
NO: 05-1539-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.  
vs.  
DEFENDANT: JOSHUA A. LUKENS and JESSICA M. SIMON

**SHERIFF RETURN**

NOW, December 22, 2005 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JESSICA M. SIMON DEFENDANT AT 9 1/2 N. JAROD ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JESSICA M. SIMON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101098  
NO: 05-1539-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.

vs.

DEFENDANT: JOSHUA A. LUKENS and JESSICA M. SIMON

**SHERIFF RETURN**

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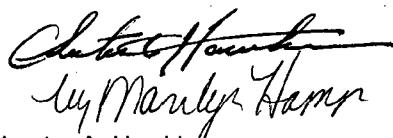
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VITTI	27378	20.00
SHERIFF HAWKINS	VITTI	27378	58.57

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A., AS TRUSTEE  
FOR THE PENNSYLVANIA HOUSING  
FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE  
AGENCY, Assignee of JERSEY SHORE  
STATE BANK,

CIVIL DIVISION

NO. 05-1539-CD

**PRAECIPE FOR DEFAULT  
JUDGMENT, CERTIFICATION OF  
MAILING AND AFFIDAVIT OF NON-  
MILITARY SERVICE**

Plaintiff,

vs.

JOSHUA A. LUKENS and JESSICA M.  
SIMON,

Defendants.

Code MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**FILED** Atty pd. 20.00  
m 12/38/06  
MAR 10 2006 Notice to Defs  
Statement to  
William A. Shaw Atty  
Prothonotary/Clerk of Courts  
(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
JERSEY SHORE STATE BANK,

NO: 05-1539-CD

Plaintiff,

vs

JOSHUA A. LUKENS and JESSICA M. SIMON,

Defendants.

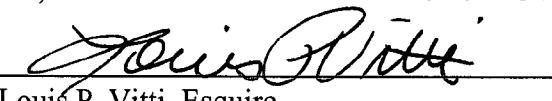
**PRAECIPE FOR DEFAULT JUDGMENT  
AND ASSESSMENT OF DAMAGES**

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$48,263.07**, in favor of the Wachovia Bank, N.A., et al, Plaintiff in the above-captioned action, against the Defendants, **Joshua A. Lukens and Jessica M. Simon** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

Unpaid Principal Balance	<b>\$39,305.49</b>
Interest from <b>12/01/04-02/27/06</b> (Plus \$6.1920 per day after <b>02/27/06</b> )	<b>2,804.96</b>
Late charges (Plus \$11.78 per month from <b>10/03/05-Sale Date</b> )	<b>164.92</b>
Attorney's fee	<b>1,965.27</b>
Escrow Deficit (Plus any additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	<b>4,022.43</b>
<b>Total Amount Due</b>	<b><u>\$48,263.07</u></b>

The real estate, which is the subject matter of the Complaint, is situate in Lawrence Twp, Cty of Clearfield & Cmwlth of PA. HET a dwg k/a 79 Servomation Drive, Clearfield, PA 16830-3052 f/k/a 616 Rear West Front Street, Clearfield, PA 16830. Parcel No. 123-K8-251-131.

  
\_\_\_\_\_  
Louis P. Vitti, Esquire  
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE :  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of :  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of :  
JERSEY SHORE STATE BANK, : NO: 05-1539-CD  
Plaintiff, :  
vs :  
JOSHUA A. LUKENS and JESSICA M. SIMON, :  
Defendants. :

**CERTIFICATION OF MAILING**

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on February 14, 2006, giving ten (10) day notice that judgment would be entered should no action be taken.

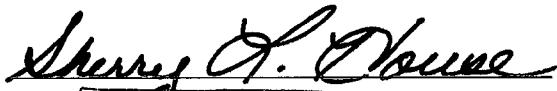
LOUIS P. VITTI & ASSOCIATES, P.C.

BY:

  
Louis P. Vitti, Esquire  
Attorney for Plaintiff

SWORN to and subscribed

before me this 27th day  
of February, 2006.



Notary Public Notarial Seal  
Sherry L. House, Notary Public  
Pleasant Hills Boro, Allegheny County  
My Commission Expires January 28, 2007  
Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE PENNSYLVANIA HOUSING  
FINANCE AGENCY, Assignee of PENNSYLVANIA HOUSING FINANCE AGENCY,  
Assignee of JERSEY SHORE STATE BANK,

vs

JOSHUA A. LUKENS and JESSICA M. SIMON,

Plaintiff,

: NO: 05-1539-CD

Defendants.

## IMPORTANT NOTICE

TO: Joshua A. Lukens  
177 Wallaceton Road  
Morrisdale, PA 16858

Jessica M. Simon  
9 1/2 N. Jarod Street  
Dubois, PA 15801

Date of Notice: **February 14, 2006**

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

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

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 - EXT. 20

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:

  
Louis P. Vitti, Esquire  
Attorney for Plaintiff  
916 Fifth Avenue  
Pittsburgh, PA 15219

**\*\* THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN 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 ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\***

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

BEFORE me, the undersigned authority, personally appeared Louis P. Vitti, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that DEFENDANT(S) is/are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge is/are not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

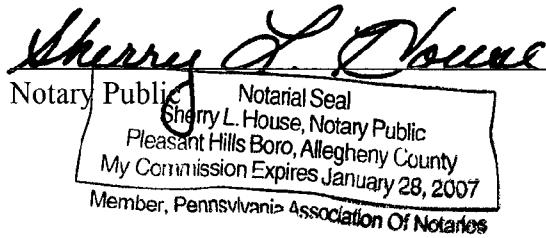


Louis P. Vitti, Esquire

SWORN to and subscribed

before me this 27th day

of February, 2006.



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

CCOPY

Wachovia Bank National Association  
Pennsylvania Housing Finance Agency  
Jersey Shore State Bank  
Plaintiff(s)

No.: 2005-01539-CD

Real Debt: \$48,263.07

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joshua A. Lukens  
Jessica M. Simon  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 10, 2006

Expires: March 10, 2011

Certified from the record this 10th 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



CCOPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
JERSEY SHORE STATE BANK,

NO: 05-1539-CD

Plaintiff,

vs

JOSHUA A. LUKENS and JESSICA M. SIMON,

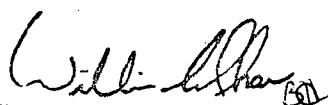
Defendants.

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding  
on the 10<sup>th</sup> day of March 2006.

Judgment is as follows: **\$48,263.07**.

  
Deputy

\*\* THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN 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 ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A., AS TRUSTEE  
FOR THE PENNSYLVANIA HOUSING  
FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE  
AGENCY, Assignee of JERSEY SHORE  
STATE BANK,

CIVIL DIVISION

NO. 05-1539-CD

**PRAECIPE FOR WRIT OF  
EXECUTION AND AFFIDAVIT OF  
LAST KNOWN ADDRESS**

Plaintiff,

Code MORTGAGE FORECLOSURE

vs.

Filed on behalf of  
Plaintiff

JOSHUA A. LUKENS and JESSICA M.  
SIMON,

Counsel of record for this  
party:

Defendants.

Louis P. Vitti, Esquire  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

Atty pd. 20.00  
m/12/38/07 1cc & Lwnts  
MAR 10 2006 w/ prop descr.  
to Shft.  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
JERSEY SHORE STATE BANK, : NO: 05-1539-CD  
Plaintiff, :  
vs :  
JOSHUA A. LUKENS and JESSICA M. SIMON, :  
Defendants. :

**PRAECIPE FOR WRIT OF  
EXECUTION IN MORTGAGE FORECLOSURE**

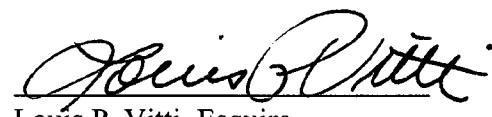
TO: PROTHONOTARY OF CLEARFIELD COUNTY

Issue a Writ of Execution in favor of the Plaintiff and against the Defendant(s) in the  
above-captioned matter as follows:

Amount Due	\$48,263.07
Interest <b>02/28/06-Sale Date</b>	_____.
Total	\$ <u>132.00</u> <b>Prothonotary costs</b>

The real estate, which is the subject matter of the Praeclipe for Writ of Execution is situate  
in:

Lawrence Twp, Cty of Clearfield & Cmwlth of PA. HET a dwg k/a 79 Servomation Drive, Clearfield,  
PA 16830-3052 f/k/a 616 Rear West Front Street, Clearfield, PA 16830. Parcel No. 123-K8-251-131.

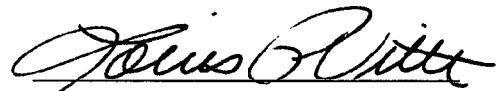
  
Louis P. Vitti, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE :  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of :  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of :  
JERSEY SHORE STATE BANK, : NO: 05-1539-CD  
Plaintiff,  
vs  
JOSHUA A. LUKENS and JESSICA M. SIMON,  
Defendants.

**AFFIDAVIT**

I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief, the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute. That the Defendant, Joshua A. Lukens, last known address is 177 Wallacetton Road, Morrisdale, PA 16858 and that the Defendant, Jessica M. Simon, last known address is 9 1/2 N. Jarod Street, Dubois, PA 15801.



Louis P. Vitti  
Esquire

SWORN TO and subscribed

before me this 27th day of

February, 2006.

*Sherry L. House*

Notary Public Notarial Seal  
Sherry L. House, Notary Public  
Pleasant Hills Boro, Allegheny County  
My Commission Expires January 28, 2007  
Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE :  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of :  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of :  
JERSEY SHORE STATE BANK, : NO: 05-1539-CD  
Plaintiff, :  
vs :  
JOSHUA A. LUKENS and JESSICA M. SIMON, :  
Defendants. :

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Wachovia Bank, N.A., et al, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 79 Servomation Drive, Clearfield, PA 16830 f/k/a 616 Rear West Front Street, Clearfield, PA 16830.

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

Name: Address (Please indicate if this  
cannot be reasonably ascertained)

Joshua A. Lukens 177 Wallacetown Road  
Morrisdale, PA 16858

Jessica M. Simon 9 1/2 N. Jarod Street  
Dubois, PA 15801

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

Name: Address (Please indicate if this  
cannot be reasonably ascertained)

Same as No. 1 above.

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

Name: Address (Please indicate if this  
cannot be reasonably ascertained)

NONE

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

Name

Address (Please indicate if this  
cannot be reasonably ascertained)

NONE

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

Name

Address (Please indicate if this  
cannot be reasonably ascertained)

None

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

Name

Address (Please indicate if this  
cannot be reasonably ascertained)

None

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

Address (Please indicate if this  
cannot be reasonably ascertained)

Tax Collector of Lawrence Township  
c/o Hazel Swifter

105 Fulton Street  
Clearfield, PA 16830

Water Authority

107 East Market Street  
Clearfield, PA 16830

Clearfield Municipal Authority

107 East Market Street  
Clearfield, PA 16830

Commonwealth of PA -DPW

P.O. Box 8016  
Harrisburg, PA 17105

Clerk of Courts  
Criminal/Civil Division

P.O. Box 549  
Clearfield, PA 16830

Tax Claim Bureau of Clearfield County

230 East Market Street  
Clearfield, PA 16830

Court of Common Pleas of  
Clearfield County  
Domestic Relations Division

P.O. Box 549  
Clearfield, PA 16830

PA Dept. of Sheriff Sales  
Bureau of Compliance

Dept. #281230  
Harrisburg, PA 17128-1230

Tenant/Occupant

79 Servomation Drive  
Clearfield, PA 16830-3052

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. Section 4904 relating to unsworn falsification to authorities.

February 27, 2006

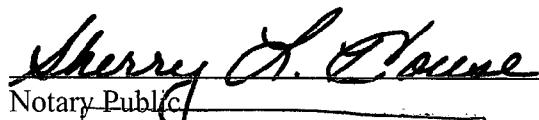
Date



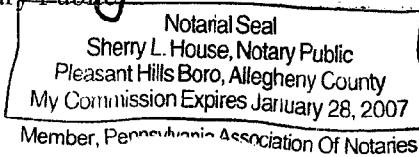
Louis P. Vitti, Esquire  
Attorney for Plaintiff

SWORN TO and subscribed

before me this 27th day  
of February, 2006.



Notary Public



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

Wachovia Bank National Association, as Trustee  
for the Pennsylvania Housing Finance Agency,  
Assignee of Pennsylvania Housing Finance Agency,  
Assignee of Jersey Shore State Bank

CC:2  
[Handwritten stamp: a small drawing of an envelope with a return address slot, followed by the handwritten text 'CC:2']

Vs.

NO.: 2005-01539-CD

Joshua A. Lukens and Jessica M. Simon

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WACHOVIA BANK NATIONAL ASSOCIATION, as Trustee for the PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of Pennsylvania Housing Finance Agency, Assignee of JERSEY SHORE STATE BANK, Plaintiff(s) from JOSHUA A. LUKENS and JESSICA M. SIMON, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Property 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: \$48,263.07

PAID: \$132.00

INTEREST: 02/28/06-Sale Date

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/10/2006



\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Louis P. Vitti, Esq.  
916 Fifth Ave.  
Pittsburgh, PA 15219  
(412) 281-1725

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WACHOVIA BANK, N.A., AS TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
PENNSYLVANIA HOUSING FINANCE AGENCY, Assignee of  
JERSEY SHORE STATE BANK,

Plaintiff,

vs

JOSHUA A. LUKENS and JESSICA M. SIMON,

Defendants.

NO: 05-1539-CD

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the plot of Lots of R. E. Shaw, in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Moose Creek and land deeded by R. E. Shaw to the Clearfield and Mahoney Railroad Company by deed dated January 28, 1893, recorded in Deed Book 76, Page 19; thence South along said land of Clearfield and Mahoney Railroad Company one hundred sixteen (116) feet to an iron pin; thence in an Easterly direction a distance of ninety (90) feet to a telephone pole and a point on an alley; thence North along said alley one hundred sixteen (116) feet to Moose Creek; thence West along Moose Creek ninety (90) feet to land of Clearfield and Mahoney Railroad Company and point and place of Beginning.

HAVING erected thereon a dwelling known as 79 Servomation Drive, Clearfield, PA 16830-3052 f/k/a 616 Rear West Front Street, Clearfield, PA 16830.

PARCEL NO: 123-K8-251-131.

BEING the same premises which Gregory A. Swatsworth and Linda A. Swatsworth, husband and wife, by Deed dated 11/08/2002 and recorded 11/08/2002 in the Recorder's Office of Clearfield County, Pennsylvania, Instrument No. 200218240, granted and conveyed unto Joshua A. Lukens and Jessica M. Simon, unmarried.