

06-37-CD
Eastern Savings Bank vs Phyllis

Eastern Savings vs Phyllis Hertlein
2006-37-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37-CD

VS.

PHYLLIS M. HERTLEIN,

TYPE OF PLEADING

**CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE**

Defendant.

FILED ON BEHALF OF:

Eastern Savings Bank, FSB,
Plaintiff
COUNSEL OF RECORD FOR THIS
PARTY:

Scott A. Dietterick, Esquire

Pa. I.D. #55650

TO: DEFENDANT(S)
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

[Handwritten signature]

ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:

11350 McCormick Road, Suite 200
Hunt Valley, MD 21031

AND THE DEFENDANT(S):
103 Clark Street, Clearfield, PA 16830

[Handwritten signature]

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTION BY THIS LIEN IS
103 Clark Street, Clearfield, PA 16830

[Handwritten signature]

ATTORNEY FOR PLAINTIFF

JAMES, SMITH, DIETTERICK &
CONNELLY LLP

P.O. Box 650
Hershey, PA 17033

(717) 533-3280

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.:

vs.

PHYLLIS HERTLEIN,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 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.

NOTICE TO DEFEND

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

LAWYER REFERRAL SERVICE

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB, : CIVIL DIVISION
Plaintiff, : NO.:
vs. :
PHYLLIS HERTLEIN, :
Defendant. :
:

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objeccciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB, : CIVIL DIVISION

Plaintiff, : NO.:

vs.

PHYLLIS HERTLEIN, :

Defendant. :

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes Eastern Savings Bank, FSB, by its attorneys, James, Smith, Dietterick & Connelly LLP, and files this Complaint in Mortgage Foreclosure as follows:

1. Plaintiff is Eastern Savings Bank, FSB, which has its principal place of business at 11350 McCormick Road, Suite 200, Hunt Valley, Maryland 21031.

2. The Defendant, Phyllis M. Hertlein, is an adult individual whose last known address is 103 Clark Street, Clearfield, Pennsylvania, 16830.

3. On or about March 3, 1997, Defendant executed a Note in favor of Plaintiff in the original principal amount of \$49,500.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about March 3, 1997, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$49,500.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on March 6, 1997, in Mortgage Book Volume 1824, Page 166. A true and correct copy of said Mortgage containing a description of the mortgaged premises is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendant is the record and real owner of the aforesaid mortgaged premises.
6. Defendant is in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.
7. On or about June 28, 2005, Defendant was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq. A true and correct copy of said Notice is marked Exhibit "C," attached hereto and made a part hereof.

8. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$47,221.12
Interest through 1/4/06	\$ 3,770.59
Late Charge	\$ 272.25
Other Fees and Costs	\$ 40.00
Attorneys' Fees and Costs (Bankruptcy)	\$ 700.00
Attorneys' fees (Foreclosure)	\$ 1,350.00
Court, Sheriff & Title Costs	\$ <u>2,500.00</u>
TOTAL	\$55,853.96

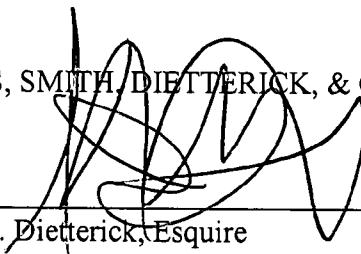
plus interest on the principal sum (\$47,221.12) from January 4, 2006, at the rate of \$17.04 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

9. 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.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$55,853.96, with interest thereon at the rate of \$17.04 per diem from January 4, 2006, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

JAMES, SMITH, DIETTERICK, & CONNELLY LLP

BY: 
Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA I.D. # 55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"

NOTE

03/03/97
DateDUBOIS
CityPennsylvania
State103 CLARK ST.
Property AddressCLEARFIELD
CityPA
State16830
Zip Code

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 49,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Eastern Savings Bank, fob, Executive Plaza II, Suite 200, 11350 McCormick Road, Hunt Valley, MD 21031. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.990 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 7th day of each month beginning on April 7, 1997. I will make those payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied first to interest computed to the date of payment, then to principal, and then to accrued late charges. If, on March 7, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." If I fail to pay this Note in full on or before the maturity date, I will pay interest from and after the maturity date upon the unpaid principal balance at the rate of interest prevailing under this Note. Lender, at its option, may declare any remaining indebtedness immediately due and payable five (5) years after the date of this loan or annually thereafter on the anniversary of that date.

I will make my monthly payments at Eastern Savings Bank, fob, Executive Plaza II, Suite 200, 11350 McCormick Road, Hunt Valley, MD 21031 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$ 547.19

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no change in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduced principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly, but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees. Reasonable attorney's fees shall include fees expended in bankruptcy proceedings filed on behalf of or against me.

(F) NSF Charges

Lender may charge a fee of \$15.00 if a check submitted by the borrower is dishonored on the second presentation.

7. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor.

"Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

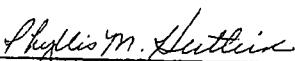
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. APPLICABLE LAW

This Note shall be governed by the provisions of Subtitle 10 of Article 12 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time, and by federal law.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


 _____ (Seal)
 PHYLLIS M. HERTLEIN
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower
 /Sign Original Only/

EXHIBIT "B"

Uniform Parcel Identification
123-K08-241-4

Return to
EPS/Pittsburgh
875 Greentree Road
Suite 206
Pittsburgh, PA 15220

Parcel Number:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on this 3rd day of March, 1997. The mortgagor is
PHYLLIS M. HERTLEIN

("Borrower"). This Security Instrument is given to

Eastern Savings Bank, fsb

which is organized and existing under the laws of The United States of America, and whose
address is 11350 McCormick Road, Ste. 200, Hunt Valley, MD 21031
("Lender"). Borrower owes Lender the principal sum of
Forty Nine Thousand Five Hundred and 00/100.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on March 7, 2027.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in Clearfield County, Pennsylvania:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 103 CLARK ST., CLEARFIELD, Pennsylvania 16830
[Street, City],
[Zip Code] ("Property Address");
PENNSYLVANIA-Single Family-FNMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/90
V&P - GR(PA) 10/10/02 Amended 6/91
V&P MORTGAGE FORMS - 10001821-7701
Page 1 of 8 Initials: PH



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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> VA Rider	Other(s) (specify)	

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

Witnesses:

Dolores F. Yohe

Phyllis M. Hertlein (Seal)
PHYLLIS M. HERTLEIN

Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of the within-named Mortgagee is 11350 McCormick Road, Ste. 200, Hunt Valley, MD 21031.

Witness my hand this 3rd day of March, 1997

Yo

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County:

On this, the 3rd day of March, 1997, before me, the undersigned officer,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARIAL SEAL

Dolores F. Yohe, Notary Public
City of DuBois, Clearfield County, PA.
My Commission Expires March 7, 1999

Notary Public

Title of Officer

100-681(PA) 66410.02

Form 3039 9/90

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:05 pm 3-6-97
BY Express Mail
FEES 19.50
Karen L. Stark, Recorder

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Stark
Karen L. Stark
Recorder of Deeds

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows.

BEGINNING at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

EXHIBIT "C"

Phyllis M. Hertlein
103 Clark Street
Clearfield, PA 16830

June 28, 2005

Via Certified Mail –
Return Receipt Requested
Regular U.S. Mail

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Phyllis M. Hertlein
PROPERTY ADDRESS: 103 Clark Street, Clearfield, PA 16830
LOAN ACCT. NO.: 920567146
ORIGINAL LENDER: Eastern Savings Bank, FSB
CURRENT LENDER/SERVICER: Eastern Savings Bank, FSB

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU
MAKE FUTURE MORTGAGE PAYMENTS**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY
BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND
YOUR CONTROL**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY
THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR
WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY
MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE
PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT."** EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and
telephone numbers of designated consumer credit counseling agencies for the county in which
the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE. – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT – the MORTGAGE debt held by the above Lender on your property located at: 103 Clark Street, Clearfield, PA 16830 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:monthly payment of \$547.19 for the months of April 2005 through June 2005 for a total monthly payment amount of \$1,641.57.

Other Charges: Late charges in the total amount of \$163.71.

TOTAL AMOUNT PAST DUE: \$1,805.28

HOW TO CURE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1805.28 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Eastern Savings Bank, FSB
ATTN: Mary Romans
11350 McCormick Road, Suite 200
Hunt Valley, Maryland 21031

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you have never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the

- longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: **Eastern Savings Bank, FSB**

Address: **11350 McCormick Road, Suite 200,
Hunt Valley, MD 21031**

Phone Number: **1-800-982-7114 Ext. 6078**

Fax Number: **410-568-4570**

Contact Person: **Mary Romans**

EFFECT OF SHERIFF'S SALE – You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE – You _____ may or XXX may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR).
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

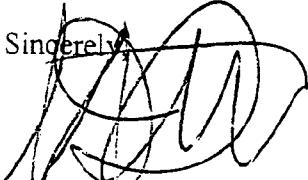
CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

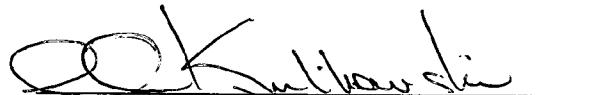
In accordance with the Fair Debt Collection Practices Act, Title 15 U.S.C. §1692(g), you may dispute the validity of this debt, or any portion thereof, if you do so in writing within thirty (30) days after receipt of this notice. If you dispute the validity of this debt or any portion thereof within this thirty-day period, this firm will provide you with written verification thereof, otherwise the debt will be assumed to be valid. Please be advised this is an effort to collect a debt. Any and all information obtained will be used for that purpose.

Sincerely,

Scott A. Dietterick, Esquire
SAD/mse

cc: Mary Romans, Eastern Savings Bank, FSB

VERIFICATION

I, G.C. Kulikowski, Assistant Vice President, on behalf of Eastern Savings Bank, FSB, depose and say subject to the penalties of 18 Pa.C.S.A., sec.4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my information, knowledge and belief.



G.C. Kulikowski, Assistant Vice President
Eastern Savings Bank, FSB

FILED

JAN 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

VS.

PHYLLIS HERTLEIN,

Defendant.

ORDER OF COURT

AND NOW, this 15th day of March, 2006, upon consideration of the Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return, it is hereby **ORDERED, ADJUDGED and DECREED** that the Sheriff of Clearfield County is to file the Sheriff's Return with the Prothonotary's Office on or before March 31, 2006.



J.

FILED

MAR 15 2006

William A. Shaw
Prothonotary/Clerk of Courts

(CK)

2 CENT TO ATTY

1 CENT TO SHFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

CA
FILED *acc*
M 12 03 ADL A/H
MAR 10 2006
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

**MOTION FOR COURT ORDER TO INSTRUCT THE CLEARFIELD COUNTY
SHERIFF'S OFFICE TO FILE SHERIFF'S RETURN**

AND NOW, comes the Plaintiff, Eastern Savings Bank, FSB, by and through its attorneys, James, Smith, Dietterick & Connelly LLP, and files Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return as follows:

1. On or about January 9, 2006, Plaintiff filed a Complaint in Mortgage Foreclosure against Defendant, Phyllis Hertlein ("Defendant") at the above-captioned term and number ("Complaint").
2. Plaintiff directed the Sheriff of Clearfield County to serve the Complaint on Defendant at the address of the Mortgaged Premises being 103 Clark Street, Clearfield, Pennsylvania 16830.
3. Pursuant to a telephone call with the Clearfield County Sheriff's Office, said Complaint was served upon Defendant on January 18, 2006 by handing to Terry, brother of Defendant.
4. To date, the Sheriff's Return has not been filed with the Prothonotary of Clearfield County.

5. Due to said Sheriff's Return not being filed, Plaintiff cannot file the Default Judgment or Writ of Execution.

6. Since unpaid interest continues to accrue, Plaintiff is severly prejudiced by the unnecessary delay

7. Consequently, Plaintiff requests that the this Court direct the Sheriff's Office to file the Return of Service with the Prothonotary's Office on or before March 31, 2006 so that Plaintiff can proceed with the above-captioned action.

WHEREFORE, Plaintiff, Eastern Savings Bank, FSB, requests this Honorable Court to enter an Order of Court directing the Sheriff of Clearfield County to file the Sheriff's Return on or before March 31, 2006.

Respectfully Submitted:

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By: _____

Scott A. Dietterick, Esquire
Atty I.D.#55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

VS.

PHYLLIS HERTLEIN,

Defendant.

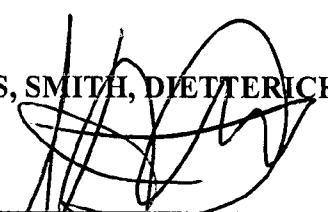
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return was served on the following this 8th day of March, 2006, via First Class U. S. Mail, Postage Pre-paid:

Phyllis Hertlein
103 Clark Street
Clearfield, PA 16830

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY _____


Scott A. Dietterick, Esquire
PA I.D. #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

FILED

MAR 10 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101144
NO: 06-37-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: EASTERN SAVINGS BANK, FSB

vs.

DEFENDANT: PHYLLIS M. HERTLEIN

SHERIFF RETURN

NOW, January 18, 2006 AT 2:34 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PHYLLIS M. HERTLEIN DEFENDANT AT 103 CLARK ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TERRY HERTLEIN, BROTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
01/21/06
MAR 20 2006
WM
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	JAMES	56543	10.00
SHERIFF HAWKINS	JAMES	56543	20.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester A. Hawkins
by Marilyn Homan
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
EASTERN SAVINGS BANK, FSB, CIVIL DIVISION
No.: 06-37 CD
Plaintiff, ISSUE NUMBER:
vs.
PHYLLIS HERTLEIN,
Defendant.

FILED ON BEHALF OF:

Eastern Savings Bank, FSB
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Scott A. Dietterick, Esquire
Pa. I.D. #55650

JAMES, SMITH, DIETTERICK &
CONNELLY LLP
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

I hereby certify that the last known address
of Defendant(s) is/are:
103 Clark Street, Clearfield, PA 16830

Attny for Plaintiff

FILED Atty pd. 20.00
MAY 21 2006 Statement to
MAR 20 2006 Atty
100% Notice
William A. Shaw
Prothonotary/Clerk of Courts to Def.
68

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant, Phyllis Hertlein, in the amount of \$56,781.02 which is itemized as follows:

Principal	\$47,221.12
Interest through 2/21/06	\$ 4,588.51
Late Charge	\$ 381.39
Other Fees and Costs	\$ 40.00
Attorneys' Fees and Costs (Bankruptcy)	\$ 700.00
Attorneys' fees (Foreclosure)	\$ 1,350.00
Court, Sheriff & Title Costs	<u>\$ 2,500.00</u>
TOTAL	\$56,781.02

plus interest on the principal sum (\$47,221.12) from February 21, 2006, at the rate of \$17.04 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By: _____

Scott A. Dietterick, Esquire
Attorney for Plaintiff
PA I.D. #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

AFFIDAVIT OF SERVICE

Per a telephone conversation on January 30, 2006, on January 18, 2006 the Clearfield County Sheriff personally served Defendant, Phyllis Hertlein by handing to Terry, brother, with the Complaint in Mortgage Foreclosure at 103 Clark Street, Clearfield, Pennsylvania 16830

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY:

Scott A. Dietterick, Esquire
PA I.D. #55650
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Sworn to and subscribed before me

this 28 day of February, 2006.

Michelle E
Notary Public

My Commission Expires:



AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

7.1, as evidenced by the attaché



Scott A. Dietterich Esquire

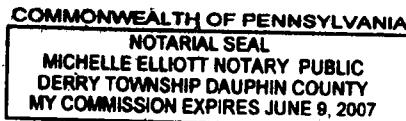
Sworn to and subscribed before me,

this 21st day of February, 2006.

mother is

Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

VS.

PHYLLIS HERTLEIN,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Phyllis Hertlein

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or

Judgment was entered in the above captioned proceeding

on March 20, 2004

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$56,781.02

plus interest on the principal sum (\$47,221.12) from February 21, 2006, at the rate of \$17.04 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises

Willis H. Gray

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

IMPORTANT NOTICE

TO: Phyllis Hertlein
103 Clark Street
Clearfield, PA 16830

DATE OF NOTICE: February 8, 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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

LAWYER REFERRAL SERVICE

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

AVISO IMPORTANTE

A. Phyllis Hertlein

FECHA DEL AVISO: February 8, 2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

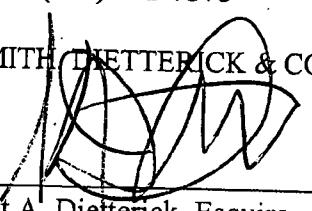
NOTICE TO DEFEND

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641 ext 5982

LAWYER REFERRAL SERVICE

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY: 

Scott A. Dietterick, Esquire
PA I.D. #55650
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

DATE: 2/8/06

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

Eastern Savings Bank, FSB
Plaintiff(s)

No.: 2006-00037-CD

CCW

Real Debt: \$56,781.02

Atty's Comm: \$

Vs.

Costs: \$

Phyllis M. Hertlein
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 20, 2006

Expires: March 20, 2011

Certified from the record this 20th 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

Plaintiff

v.

Docket No.: 06-37 CD

PHYLLIS HERTLEIN,

Execution No.:

Defendants

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

Amount Due \$ 56,781.02

Interest from 2/21/06 3,067.20
to date of sale

Costs (Costs to be added)

Total

Prothonotary costs

\$ 59,484.22

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY:

Scott A. Dietterick, Esquire

PA ID #55650

P.O. Box 650

Hershey, PA 17033

(717) 533-3280

Attorney for Plaintiff

Date: 2/24/06

FILED *Any pd. 20.00*
11:38 AM 12
MAR 20 2006 *2CC 210 Writs*
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

EGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

EING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

FILED

MAR 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

FILED ^{No. 22}
m/13/06
MAR 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

Eastern Savings Bank, FSB, Plaintiff in the above action, sets forth as of the date the Praecept for Writ of Execution was filed the following information concerning the real property located at 103 Clark Street, Clearfield, Clearfield County, Pennsylvania 16830:

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

PHYLLIS HERTLEIN

103 Clark Street
Clearfield, PA 16830

2. Name and Address of Defendant(s) in the Judgment:

PHYLLIS HERTLEIN

103 Clark Street
Clearfield, PA 16830

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

EASTERN SAVINGS BANK, FSB

Plaintiff

NCO PORTFOLIO MANAGEMENT, INC., ET. AL.

1804 Washington Blvd.
Baltimore, MD 21230

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

EASTERN SAVINGS BANK, FSB

Plaintiff

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

CLEARFIELD COUNTY TAX CLAIM BUREAU

Clearfield County Courthouse

230 E. Market Street, Suite 121
Clearfield, PA 16830

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:

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:

CLEARFIELD COUNTY DOMESTIC RELATIONS
OFFICE

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

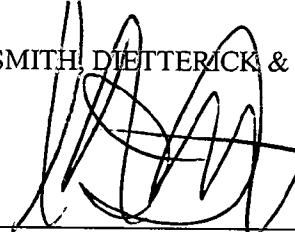
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATED:

2/24/08

BY:


Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

CC.Y

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	<u>\$56,781.02</u>
INTEREST from <u>2/21/06</u> to day of sale	<u>\$ 3,067.20</u>
TOTAL	<u>\$59,484.22</u>
(Costs to added)	<u>125.00</u>

Prothonotary costs

Prothonotary:

By: W. H. Hargan
Clerk

Date: 3/20/06

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Iraez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.



COPY

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	<u>\$56,781.02</u>
INTEREST from <u>2/21/06</u> to day of sale	<u>\$ 3,067.20</u>
 TOTAL	<u>\$59,484.22</u>
(Costs to added)	<u>125.00</u> Prothonotary costs

Prothonotary:

By: Willie Hertlein
Clerk

Date: 31-2010

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB, : CIVIL DIVISION
: Plaintiff, : NO.: 06-37 CD
: vs. : ISSUE NO.:
PHYLLIS HERTLEIN : TYPE OF PLEADING:
: Defendant. : **Pa.R.C.P. RULE 3129.2(C)**
: : **AFFIDAVIT OF SERVICE OF**
: : **DEFENDANT/OWNER AND**
: : **OTHER PARTIES OF INTEREST**
: :
: : CODE:
: : FILED ON BEHALF OF:
: : Eastern Savings Bank, FSB,
: : Plaintiff
: :
: : COUNSEL OF RECORD FOR THIS
: : PARTY:
: : Scott A. Dietterick, Esquire
: : Pa. I.D. #55650
: :
: : JAMES, SMITH, DIETTERICK &
: : CONNELLY LLP
: : P.O. Box 650
: : Hershey, PA 17033
: : (717) 533-3280

FILED NO
MAY 14 2006
MAY 08 2006
S

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

**Pa.R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

I, Scott A. Dietterick, Esquire, attorney for Eastern Savings Bank, FSB, Plaintiff, being duly sworn according to law depose and make the following Affidavit regarding service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

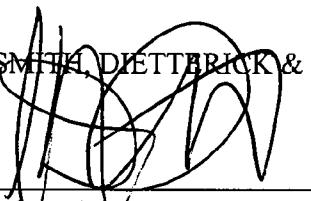
1. Defendant, Phyllis Hertlein, is the record owner of the real property.
2. On or about April 22, 2006, Defendant, Phyllis M. Hertlein, was served with Plaintiff's Amended Notice of Sheriff's Sale of Real Property Pursuant to Pa.R.C.P. 3129, via certified mail, return receipt requested, at the address of the mortgaged premises, being 103 Clark Street, Clearfield, Pennsylvania 16830. A true and correct copy of said Amended Notice and Return of Service are marked Exhibit "A", attached hereto and made a part hereof.

3. On or about April 20, 2006, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to Rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that Defendant/Owner and all Other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa. R.C.P. 3129.2.

Dated: 5/4/06

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY: 
Scott A. Dietterick, Esquire
Pa. I.D. #55650
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Sworn to and subscribed before me this

9th day of May, 2006.

Michelle E.
Notary Public

MY COMMISSION EXPIRES:

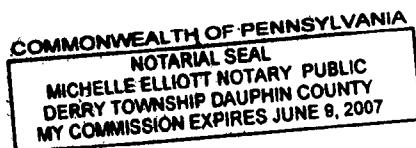


EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

**AMENDED NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Phyllis Hertlein
103 Clark Street
Clearfield, PA 16830

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830 on June 2, 2006 at 10:00 A.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

103 Clark Street
Clearfield, PA 16830
Clearfield County

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 06-37 CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Phyllis Hertlein

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 E. Market Street, Clearfield, Pennsylvania 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET
FREE LEGAL ADVICE.

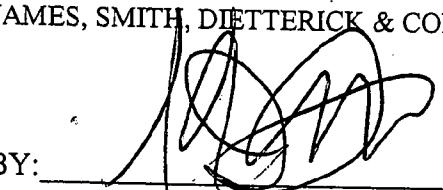
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830, before presentation of the petition to the Court.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATED: 2/24/04

BY: 

Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

PERSONAL SERVICE BY CLEARFIELD COUNTY SHERIFF

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Amberlynn Mail Use

Postage	\$ 0.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.15
Restricted Delivery Fee (Endorsement Required)	0.22
Total Postage & Fees	\$ 4.88

Send to Phillip Hertlein
103 Clark St
Clearfield PA 16830

Street, Apt. No.
or P.O. Box No.
City, State, ZIP+4

PS Form 3806, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Phillip Hertlein
103 Clark St
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<u>Phillip Hertlein</u>	<input type="checkbox"/> Agent
B. Received by Printed Name	<u>Phillip Hertlein</u>	<input type="checkbox"/> Addressee
C. Date of Delivery	10/10/04	
D. Is delivery address different from item 1?	<input type="checkbox"/> Yes	
YES, enter delivery address below:	<input type="checkbox"/> No	
<u>Phillip Hertlein</u> <u>103 Clark St</u> <u>Clearfield PA 16830</u>		

3. Service Type	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	7004 2890 0000 1875 8669
PS Form 3811, February 2004	Domestic Return Receipt
102595-02-M-1540	

EXHIBIT "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,	:	CIVIL DIVISION
Plaintiff,	:	NO.: 06-37 CD
vs.	:	
PHYLLIS HERTLEIN,	:	
Defendant.	:	

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Clearfield County Tax Claim Bureau
Clearfield County Courthouse
230 E. Market Street, Suite 121
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

on June 2, 2006 at 10:00 a.m., the following described real estate which Phyllis Hertlein is the owner or reputed owner and on which you may hold a lien or have an interest which could be affected by the sale of:

103 Clark Street
Clearfield, Pennsylvania 16830
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

PHYLLIS HERTLEIN,

Defendant.

at EX. NO. 06-37 CD in the amount of \$56,781.02, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

Dated: 4/20/06

JAMES, SMITH, DIETTERICK &
CONNELLY LLP

By: _____

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning:

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,	:	CIVIL DIVISION
Plaintiff,	:	NO.: 06-37 CD
vs.	:	
PHYLLIS HERTLEIN,	:	
Defendant.	:	

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: NCO Portfolio Management, Inc., et. al
1804 Washington Blvd.
Baltimore, MD 21230

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

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103 Clark Street
Clearfield, Pennsylvania 16830
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

PHYLLIS HERTLEIN,

Defendant.

at EX. NO. 06-37 CD in the amount of \$56,781.02, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

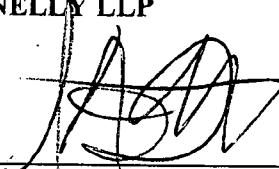
Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

JAMES, SMITH, DIETTERICK &
CONNELLY LLP

Dated: 4/20/06

By: 

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Exhibit "A"

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Parcel No. 123-K8-241-4

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,	:	CIVIL DIVISION
Plaintiff,	:	NO.: 06-37 CD
vs.	:	
PHYLLIS HERTLEIN,	:	
Defendant.	:	

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Clearfield County Domestic Relations Office
Clearfield County Courthouse
230 E. Market Street, Suite 121
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

on June 2, 2006 at 10:00 a.m., the following described real estate which Phyllis Hertlein is the owner or reputed owner and on which you may hold a lien or have an interest which could be affected by the sale of:

103 Clark Street
Clearfield, Pennsylvania 16830
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

PHYLLIS HERTLEIN,

Defendant.

at EX. NO. 06-37 CD in the amount of \$56,781.02, plus interest and costs.

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If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

Dated: 4/20/06

JAMES, SMITH, DIETTERICK &
CONNELLY LLP

By: _____

Scott A. Dietterick, Esquire

PA ID #55650

Attorney for Plaintiff

P.O. Box 650

Hershey, PA 17033

(717) 533-3280

Exhibit "A"

LEGAL DESCRIPTION

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Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

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

MAY BE USED
PROVIDED FOR

Receive **ATTN: Shelly Elliott**
P.O. Box 650
Hershey, PA 17033

On a piece of ordinary mail addressed to:

*Dauphin County Tax Commisioner
Dauphin County Courthouse
2300 Market Street
Hershey, PA 17033*

PS Form 3817, January 2001

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

MAY BE USED
PROVIDED FOR

Received Fr **ATTN: Shelly Elliott**
P.O. Box 650
Hershey, PA 17033

On a piece of ordinary mail addressed to:

*ACCO Portfolio Management, Inc.
1804 Washington Blvd.
Montgomery, MD 20230*

PS Form 3817, January 2001

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

MAY BE USED
PROVIDED FOR

Receive **ATTN: Shelly Elliott**
P.O. Box 650
Hershey, PA 17033

On a piece of ordinary mail addressed to:

*Dauphin County Domestic Relations
2300 Market Street
Hershey, PA 17033*

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20305
NO: 06-37-CD

PLAINTIFF: EASTERN SAVINGS BANK, FSB
vs.

DEFENDANT: PHYLLIS HERTLEIN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/20/2006

LEVY TAKEN 04/03/2006 @ 11:23 AM

POSTED 04/03/2006 @ 11:23 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/08/2007

DATE DEED FILED **NOT SOLD**

FILED
018-55-01
JAN 08 2007
WAS
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

04/03/2006 @ 11:23 AM SERVED PHYLLIS HERTLEIN

SERVED PHYLLIS HERTLEIN, DEFENDANT, AT HER RESIDENCE 103 CLARK STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PHYLLIS HERTLEIN

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.

@ SERVED

NOW, MAY 30, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 2, 2006 TO SEPTEMBER 1, 2006.

@ SERVED

NOW, AUGUST 28, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 1, 2006 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, JANURAY 8, 2007 RETURN THE WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20305
NO: 06-37-CD

PLAINTIFF: EASTERN SAVINGS BANK, FSB

vs.

DEFENDANT: PHYLLIS HERTLEIN

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$183.68

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
By Cynthia Butter-Aghorba
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	<u>\$56,781.02</u>
INTEREST from <u>2/21/06</u> to day of sale	<u>\$ 3,067.20</u>
 TOTAL	<u>\$59,484.22</u>
(Costs to added)	<u>125.00</u>

Prothonotary costs

Prothonotary:

By: Willie H. Hays
Clerk

Date: 3/20/06

Received March 20 2006 @ 3:30 P.M.

Chester A. Hawkins
by Cynthia Butler-Angeloff

Exhibit "A"

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Parcel No. 123-K8-241-4

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REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME PHYLLIS HERTLEIN NO. 06-37-CD

NOW, January 06, 2007, 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 , I exposed the within described real estate of Phyllis Hertlein to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	56,781.02
MILEAGE	15.00	INTEREST @	0.00
LEVY	2.00	FROM TO	
MILEAGE	15.00	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	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	3,067.20
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$59,868.22
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	355.30
BILLING/PHONE/FAX	10.00	TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$183.68	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		DEED COSTS	0.00
		SHERIFF COSTS	183.68
		LEGAL JOURNAL COSTS	162.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
DEED COSTS:			
ACKNOWLEDGEMENT		TOTAL COSTS	
REGISTER & RECORDER			
TRANSFER TAX 2%	0.00		
TOTAL DEED COSTS	\$0.00		

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

CHESTER A. HAWKINS, Sheriff

JAMES SMITH DIETTERICK & CONNELLY LLP

Fax: 717.533.2795



May 30, 2006

Via Facsimile Only 814-765-5915

Office of the Sheriff
 ATTN: Cindy
 Clearfield County Courthouse
 230 E. Market Street
 Clearfield, PA 16830

RE: **Eastern Savings Bank, FSB**

vs.

Phyllis Hertlein
Docket No. 06-37 CD
Sheriff Sale Date: June 2, 2006
Our File No. 00-2129

Dear Cindy:

Please consider this correspondence a formal request to **continue** the Sheriff Sale scheduled for June 2, 2006 to the September 1, 2006 Sheriff Sale. Please announce this continuance at the June 2, 2006 sale. The reason for the continuance is due to the Defendant filing bankruptcy.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

JAMES SMITH DIETTERICK & CONNELLY LLP

Scott A. Dietterick
 SAD:muse

cc: Mary Romans, Eastern Savings Bank, FSB (Loan No. 920567146)

P.O. BOX 650
 HERSHEY, PA 17033

Courier Address:
 124 Sipe Avenue
 HUMMELSTOWN, PA 17036

TEL. 717.533.3280

WWW.JSDC.COM

GARY L. JAMES
 MAX J. SMITH, JR.
 JOHN J. CONNELLY, JR.
 SCOTT A. DIETTERICK
 JAMES F. SPACE
 MATTHEW CHABAL, III
 GREGORY K. RICHARDS
 SUSAN M. KADEL
 JARAD W. HANDELMAN
 DONNA M. MULIN
 EDWARD P. SEEGER
 NEIL W. YAHN
 COURTNEY L. KISHEL
 KIMBERLY A. DEWITT
 JEFFREY M. MCCORMICK

OF COUNSEL:
 BERNARD A. RYAN, JR.

TOTAL P.02

Fax: 717.533.2795



P.O. BOX 650
HEPSHEY, PA 17033

Courier Address:
134 SINE AVENUE
HUMMELSTOWN, PA 17033

TEL: 717.533.3260

WWW.JSDC.COM

August 28, 2006

Via Facsimile Only 814-765-5915

Office of the Sheriff
ATTN: Cindy
 Clearfield County Courthouse
 230 E. Market Street
 Clearfield, PA 16830

RE: Eastern Savings Bank, FSB
 VS.

Phyllis Hertlein
Docket No. 06-37 CD
Sheriff Sale Date: June 2, 2006 continued to September 1, 2006
Our File No. 00-2129

Dear Cindy:

Please consider this correspondence a formal request to **stay** the Sheriff Sale scheduled for September 1, 2006. The reason for the stay is due to the Defendant filing bankruptcy.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

JAMES, SMITH, DIETTERICK & CONNELLY LLP

Scott Dietterick/MS
 Scott A. Dietterick

SAD:mse

cc: Mary Romans, Eastern Savings Bank, FSB (Loan No. 920567146)

GARY L. JAMES
 MAX J. SMITH, JR.
 JOHN J. CONNELLY, JR.
 SCOTT A. DIETTERICK
 JAMES F. SPADE
 MATTHEW CHABAL, III
 GREGORY K. RICHARDS
 SUSAN M. KADEL
 JARAD W. HANDELMAN
 DONNA M. MULLIN
 EDWARD P. SEEBER
 NEIL W. YAHN
 COURTNEY L. KIBBEL
 KIMBERLY A. DEWITT
 JEFFREY M. MCCORMICK

OF COUNSEL:
 BERNARD A. RYAN, JR.

TOTAL P.02

FILED

JAN 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

Plaintiff,

v.

PHYLLIS HERTLEIN,

Docket No.: 06-37 CD

Execution No.:

Defendants.

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

Amount Due \$ 56,781.02

Interest from 2/21/06 \$ 20,874.00
to date of sale

Costs (Costs to be added)

Total \$ 77,655.02
* 145.00 Prothonotary costs
JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY:
Scott A. Dietterick, Esquire

PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280
Attorney for Plaintiff

Date: 7/10/08

FILED
M 11:31 AM
JUL 14 2008 100% lowrts
William A. Shaw
Prothonotary/Clerk of Courts
w/prop desc. to
Sheriff

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB	:	CIVIL DIVISION
Plaintiff,	:	NO.: 06-37 CD
vs.	:	
PHYLLIS HERTLEIN,	:	
Defendant.	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

Eastern Savings Bank, FSB, Plaintiff in the above action, sets forth as of the date the Praecept for Writ of Execution was filed the following information concerning the real property located at 103 Clark Street, Clearfield, Clearfield County, Pennsylvania 16830:

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

PHYLLIS HERTLEIN	103 Clark Street
	Clearfield, PA 16830

2. Name and Address of Defendant(s) in the Judgment:

PHYLLIS HERTLEIN	103 Clark Street
	Clearfield, PA 16830

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

EASTERN SAVINGS BANK, FSB	Plaintiff
---------------------------	-----------

NCO PORTFOLIO MANAGEMENT, INC., ET. AL.	1804 Washington Blvd.
	Baltimore, MD 21230

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

EASTERN SAVINGS BANK, FSB	Plaintiff
---------------------------	-----------

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

CLEARFIELD COUNTY TAX CLAIM BUREAU

Clearfield County Courthouse
230 E. Market Street, Suite 121
Clearfield, PA 16830

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:

DEPARTMENT OF REVENUE

PA Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

COMMONWEALTH OF PA

PA Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

UNKNOWN SPOUSE OF PHYLLIS HERTLEIN

103 Clark 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:

**CLEARFIELD COUNTY DOMESTIC RELATIONS
OFFICE**

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY:

Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

DATED:

7/10/08

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	\$56,781.02
INTEREST from <u>2/21/06</u> to day of sale	\$20,874.00
TOTAL	<u>\$77,655.02</u>
(Costs to added)	145.00
	Prothonotary costs

Prothonotary:

By: Willie L. Hays
Clerk

Date: 7/14/08

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

FILED

in 11:58 a.m. GK

AUG 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty
Dietterick
(GIO)

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

Eastern Savings Bank, FSB, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 103 Clark Street, Clearfield, Clearfield County, Pennsylvania 16830:

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

PHYLLIS HERTLEIN

103 Clark Street
Clearfield, PA 16830

2. Name and Address of Defendant(s) in the Judgment:

PHYLLIS HERTLEIN

103 Clark Street
Clearfield, PA 16830

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

EASTERN SAVINGS BANK, FSB

Plaintiff

NCO PORTFOLIO MANAGEMENT, INC., ET. AL.

1804 Washington Blvd.
Baltimore, MD 21230

NATIONAL CITY BANK

1 National City Parkway
Kalamazoo, MI 49009

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

EASTERN SAVINGS BANK, FSB

Plaintiff

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

CLEARFIELD COUNTY TAX CLAIM BUREAU

Clearfield County Courthouse
230 E. Market Street, Suite 121
Clearfield, PA 16830

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:

DEPARTMENT OF REVENUE

PA Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

COMMONWEALTH OF PA

PA Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

UNKNOWN SPOUSE OF PHYLLIS HERTLEIN

103 Clark 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:

CLEARFIELD COUNTY DOMESTIC RELATIONS
OFFICE

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

DATED:

8/1/08

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY:

Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

FILED

AUG 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB, : CIVIL DIVISION
: NO.: 06-37 CD
Plaintiff, : ISSUE NO.:
vs. :
PHYLLIS HERTLEIN, : TYPE OF PLEADING:
: Pa.R.C.P. RULE 3129.2(C)
: AFFIDAVIT OF SERVICE OF
: DEFENDANT/OWNER AND
: OTHER PARTIES OF INTEREST
: CODE:
: FILED ON BEHALF OF:
: Eastern Savings Bank, FSB,
: Plaintiff
: COUNSEL OF RECORD FOR THIS
: PARTY:
: Scott A. Dietterick, Esquire
: Pa. I.D. #55650
: JAMES, SMITH, DIETTERICK &
: CONNELLY LLP
: P.O. Box 650
: Hershey, PA 17033
: (717) 533-3280

FILED

11:25a.m. 6K
AUG 18 2008

(6K)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

**Pa.R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

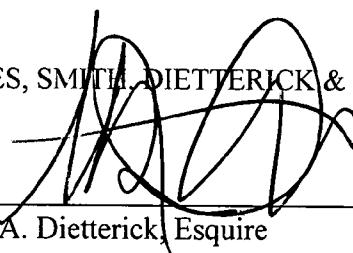
I, Scott A. Dietterick, Esquire, attorney for Eastern Savings Bank, FSB, Plaintiff, being duly sworn according to law depose and make the following Affidavit regarding service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

1. Defendant, Phyllis Hertlein, is the record owner of the real property.
2. On or about August 7, 2008, Defendant, Phyllis Hertlein, was served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa.R.C.P. 3129, via Certified Mail – Return Receipt Requested, at the address of the mortgaged premises, being 103 Clark Street, Clearfield, Pennsylvania 16830. A true and correct copy of said Notice and Certified Mail Receipts are marked Exhibit "A", attached hereto and made a part hereof.
3. On or about August 1, 2008, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to Rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and

correct copies of said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that Defendant/Owner and all Other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa. R.C.P. 3129.2.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY: 
Scott A. Dietterick, Esquire
Pa. I.D. #55650
Attorneys for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Dated: August 15, 2008

Sworn to and subscribed before me this
15th day of August, 2008.

Christine L. Spurlock
Notary Public

MY COMMISSION EXPIRES:

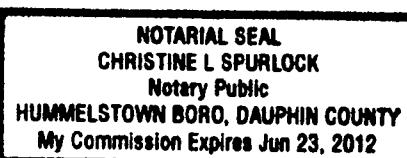


EXHIBIT "A"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Phyllis Hertlein
103 Clark Street
Clayfield, PA 16830

2. Article Number

(Transfer from service) 7007 3020 0002 4876 3832

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Phyllis Hertlein Agent
 Addressee

B. Received by (Printed Name)

Phyllis HERTLEIN C. Date of Delivery
AUG 07 2010

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

435 Spruce St

CLFD PA

16830

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**

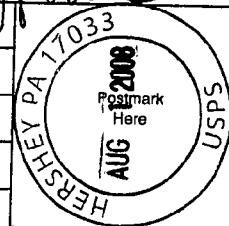
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

7007	3020	0002	4876	3832	Non Cash Deposit
Postage					\$10.42
Certified Fee					2.70
Return Receipt Fee (Endorsement Required)					2.20
Restricted Delivery Fee (Endorsement Required)					
Total Postage & Fees					\$15.32
<p>Sent to: Phyllis Hertlein Street, Apt. No.: 103 Clark Street or PO Box No.: City, State ZIP: Clayfield, PA 16830</p>					

PS Form 3800, August 2006

See Reverse for Instructions



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Phyllis Hertlein
103 Clark Street
Clearfield, PA 16830

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830 on October 3, 2008 at 10:00 a. m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

103 Clark Street
Clearfield, PA 16830
Clearfield County

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 06-37 CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Phyllis Hertlein

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 E. Market Street, Clearfield, Pennsylvania 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET
FREE LEGAL ADVICE.

**Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

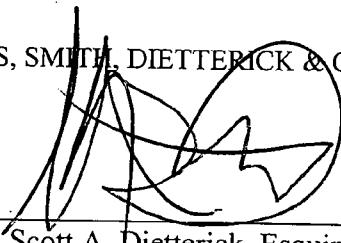
1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830, before presentation of the petition to the Court.

DATED:

7/10/08

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY:


Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA ID #55650
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
PERSONAL SERVICE BY THE CLEARFIELD COUNTY SHERIFF**

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

EXHIBIT “B”



UNITED STATES
POSTAL SERVICE

Certificate Of Mail

This Certificate of Mail is issued in accordance with the laws of the United States and the regulations of the Postal Service.

From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033



Hasler

016H26507003

\$0 1.10

Mailed From 17036

US POSTAGE

To: Clearfield County
Domestic Relations Office
Clearfield County Courthouse
230 E. Market Street, Clearfield, PA
16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

16830
HERTLEIN



Certificate Of Mail

This Certificate of Mail is issued in accordance with the laws of the United States and the regulations of the Postal Service.

From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033



Hasler

016H26507003

\$0 1.10

Mailed From 17036

US POSTAGE

To: Commonwealth of Pennsylvania
PA Department of Welfare
P.O. Box 2608
Harrisburg, PA 17105

PS Form 3817, April 2007 PSN 7530-02-000-9065

17105
HERTLEIN



Certificate Of Ma

This Certificate of Mail is issued in accordance with the laws of the United States and the regulations of the Postal Service.

From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033



Hasler

016H26507003

\$0 1.10

Mailed From 17036

US POSTAGE

To: Clearfield County Tax
Claim Bureau
Clearfield County Courthouse
230 E. Market Street, Ste 121
Clearfield, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

16830
HERTLEIN



Certificate Of Mai

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From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033



Hasler

016H26507003

\$0 1.10

Mailed From 17036

US POSTAGE

To: NCD Portfolio
Management, Inc. et al.
1804 Washington Boulevard
Baltimore, MD 21230

PS Form 3817, April 2007 PSN 7530-02-000-9065

21230
HERTLEIN



Certificate Of Mai

This Certificate of Mail is issued in accordance with the laws of the United States and the regulations of the Postal Service.

From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033

To: Unknown Spouse of
Shelly Elliott
403 Park Street
Clearfield, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

16830
HERTLEIN



Hasler

016H26507003
\$0 1.10

Mailed From 17036
US POSTAGE



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From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033



Hasler

016H26507003

\$0 1.10

Mailed From 17036

US POSTAGE

To: Commonwealth of Pennsylvania
PA Department of Welfare
P.O. Box 2608
Harrisburg, PA 17105

PS Form 3817, April 2007 PSN 7530-02-000-9065

17105
HERTLEIN



Certificate Of Mail

This Certificate of Mail is issued in accordance with the laws of the United States and the regulations of the Postal Service.

From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033

To: Department of Revenue
PA inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

PS Form 3817, April 2007 PSN 7530-02-000-9065

17128-0601
HERTLEIN



Hasler

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\$0 1.10

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Claim Bureau
Clearfield County Courthouse
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Clearfield, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

16830
HERTLEIN



Certificate Of Mail

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From: James Smith Dietterick & Connnelly LLP
— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033

To: National City Bank
National City Parkway
Kalamazoo, MI 49009

PS Form 3817, April 2007 PSN 7530-02-000-9065

49009
HERTLEIN



Hasler

016H26507003
\$0 1.10

Mailed From 17036
US POSTAGE



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— ATTN: Shelly Elliott
— P.O. Box 650
— Hershey, PA 17033



Hasler

016H26507003

\$0 1.10

Mailed From 17036

US POSTAGE

To: NCD Portfolio
Management, Inc. et al.
1804 Washington Boulevard
Baltimore, MD 21230

PS Form 3817, April 2007 PSN 7530-02-000-9065

21230
HERTLEIN

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

Docket No.: 06-37 CD

v.

PHYLLIS HERTLEIN,

Defendants.

**NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)**

TO: NCO Portfolio Management, Inc. et. al.
1804 Washington Boulevard
Baltimore, MD 21230

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

on October 3, 2008 at 10:00 a.m., the following described real estate which Phyllis Hertlein is the owner or reputed owner and on which you may hold a lien or have an interest which could be affected by the sale of:

103 Clark Street
Clearfield, Pennsylvania 16830
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB,

Plaintiff,

v.

PHYLLIS HERTLEIN,

Defendants.

at EX. NO. 06-37 CD in the amount of \$56,781.02, plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

Dated: 8/17/04

JAMES, SMITH, DIETTERICK &
CONNELLY LLP

By: _____
Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Exhibit "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate in the Village of Hillsdale, Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING, at the Southeastern corner of High and Clark Street; thence in an Easterly direction along Clark Street, fifty-one and eight-tenths (51.8) feet to the corner of Lot No. 27; thence in a Southerly direction along the boundary line of Lots Nos. 26 and 27, one hundred (100) feet to a post; thence in a Westerly direction and parallel to Clark Street and one hundred (100) feet distant from Clark Street, fifty-one and eight-tenths (51.8) feet to a post on High Street; thence in a Northerly direction along High Street, one hundred (100) feet to the place of beginning.

Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

Docket No.: 06-37 CD

v.

PHYLLIS HERTLEIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: National City Bank
1 National City Parkway
Kalamazoo, MI 49009

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

on October 3, 2008 at 10:00 a.m., the following described real estate which Phyllis Hertlein is the owner or reputed owner and on which you may hold a lien or have an interest which could be affected by the sale of:

103 Clark Street
Clearfield, Pennsylvania 16830
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

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EASTERN SAVINGS BANK, FSB,

Plaintiff,

v.

PHYLLIS HERTLEIN,

Defendants.

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JAMES, SMITH, DIETTERICK &
CONNELLY LLP

Dated: 8/1/08

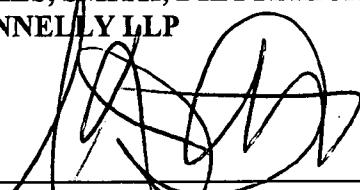
By: 
Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

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Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

Docket No.: 06-37 CD

v.

PHYLLIS HERTLEIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Clearfield County Tax Claim Bureau
Clearfield County Courthouse
230 E. Market Street, Suite 121
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

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Clearfield County

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EASTERN SAVINGS BANK, FSB,

Plaintiff,

v.

PHYLLIS HERTLEIN,

Defendants.

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Dated: 8/1/08

**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

By:

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

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Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

Docket No.: 06-37 CD

v.

PHYLLIS HERTLEIN,

Defendants.

**NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)**

TO: Department of Revenue
PA Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

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Clearfield County

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EASTERN SAVINGS BANK, FSB,

Plaintiff,

v.

PHYLLIS HERTLEIN,

Defendants.

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**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 8/1/08

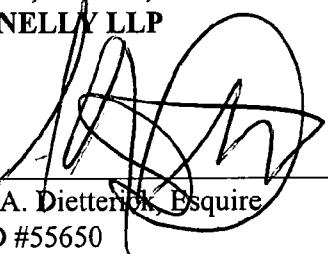
By: 
Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

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Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

Docket No.: 06-37 CD

v.

PHYLLIS HERTLEIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Commonwealth of Pennsylvania
PA Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, Pennsylvania 16830

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Plaintiff,

v.

PHYLLIS HERTLEIN,

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If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

Dated:

8/1/08

JAMES, SMITH, DIETTERICK &
CONNELLY, LLP

By:

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

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Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

Docket No.: 06-37 CD

v.

PHYLLIS HERTLEIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Unknown Spouse of Phyllis Hertlein
103 Clark Street
Clearfield, PA 16830

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Clearfield County

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If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

Dated: 8/11/08

JAMES, SMITH, DIETTERICK &
CONNELLY LLP

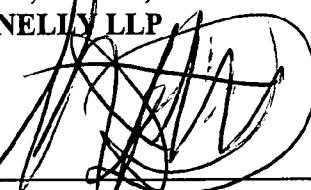
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

Docket No.: 06-37 CD

v.

PHYLLIS HERTLEIN,

Defendants.

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO: Clearfield County Domestic Relations Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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Plaintiff,

v.

PHYLLIS HERTLEIN,

Defendants.

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**JAMES, SMITH, DIETTERICK &
CONNELLY LLP**

Dated: 8/1/08

By: _____

Scott A. Dietterick, Esquire
PA ID #55650
Attorney for Plaintiff
P.O. Box 650
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FILED

AUG 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20805
NO: 06-37-CD

PLAINTIFF: EASTERN SAVINGS BANK, FSB

vs.

DEFENDANT: PHYLLIS HERTLEIN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/14/2008

LEVY TAKEN 7/31/2008 @ 9:10 AM

POSTED 7/31/2008 @ 9:06 AM

SALE HELD 10/3/2008

SOLD TO PERIDOT INVESTMENT, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/18/2008

DATE DEED FILED 11/18/2008

PROPERTY ADDRESS 103 CLARK STREET CLEARFIELD, PA 16830

S FILED
11/3/2008
NOV 18 2008
LM
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@ SERVED PHYLLIS HERTLEIN

DEPUTIES UNABLE TO SERVE PHYLLIS HERTLEIN, DEFENDANT AT 103 CLARK STREET, CLEARFIELD COUNTY, PENNSYLVANIA
RESIDENCE VACANT.

8/19/2008 @ 1:35 PM SERVED PHYLLIS HERTLEIN

SERVED PHYLLIS HERTLEIN, DEFENDANT AT HER RESIDENCE 435 SPRUCE STREET, CLEARFIELD COUNTY, CLEARFIELD,
PENNSYLVANIA BY HANDING TO PHYLLIS HERTLEIN

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20805
NO: 06-37-CD

PLAINTIFF: EASTERN SAVINGS BANK, FSB
vs.
DEFENDANT: PHYLLIS HERTLEIN

Execution REAL ESTATE

SHERIFF RETURN

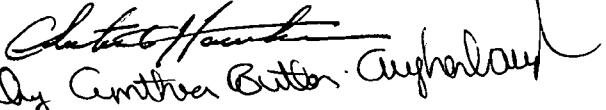
SHERIFF HAWKINS \$198.04

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 06-37 CD

vs.

PHYLLIS HERTLEIN,

Defendant.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	\$56,781.02
INTEREST from <u>2/21/06</u> to day of sale	\$20,874.00
 TOTAL	 <u>\$77,655.02</u>
(Costs to added)	145.00
	Prothonotary costs

Prothonotary:

By: Willie L. Shan
Clerk

Date: 7/14/08

Received this writ this 14th day
of July A.D. 2008
At 3:00 A.M. (P.M.)

Chester A. Hertlein
Sheriff by Cynthia Belleray

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Parcel No. 123-K8-241-4

Property: 103 Clark Street, Clearfield, PA 16830

BEING the same premises which Myra Graham and Harold S. Graham, her husband; Gerald L. Hertlein and Etta Hertlein, his wife; Richard L. Hertlein and Poema Hertlein, his wife, Terry L. Hertlein and Debra Hertlein, his wife and Phyllis M. Hertlein, single, being intestate heirs of Inez E. Hertlein, by Deed dated June 19, 1981 and recorded on July 21, 1981 in and for Clearfield County, in Deed Book 815, Page 490 granted and conveyed unto Phyllis M. Hertlein, single.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME PHYLLIS HERTLEIN

NO. 06-37-CD

NOW, October 28, 2008, 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 October 03, 2008, I exposed the within described real estate of Phyllis Hertlein to public venue or outcry at which time and place I sold the same to PERIDOT INVESTMENT, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	8.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$198.04

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	56,781.02
INTEREST @ %	0.00
FROM TO 10/03/2008	
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	20,874.00
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$77,675.02

COSTS:

ADVERTISING	354.58
TAXES - COLLECTOR	705.00
TAXES - TAX CLAIM	4,124.33
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	198.04
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	91.45
TOTAL COSTS	\$5,881.90

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

NOV 18 2008

William A. Shaw
Prothonotary/Clerk of Courts