

2006-358-CD
Washington Mutual vs Barbara Vaughn

06-358-CD
Washington Mutual v. Vaughn

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

NO. 06-358-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

FILED *cc Shf*
110:50 AM
MAR 08 2006 *Atty pd.* *85.00*
LM

William A. Shaw
Prothonotary/Clerk of Courts

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: Washington Mutual Bank, FA

Recording Date: LODGED FOR RECORDING

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 418 East Locust Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Borough of Clearfield

COUNTY: Clearfield

DATE EXECUTED: 12/5/01

DATE RECORDED: 12/11/01 INSTRUMENT #: 200119844

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 2/23/06:

Principal of debt due	\$52,037.60
Unpaid Interest at 7.375% from 7/1/05 to 2/23/06 (the per diem interest accruing on this debt is \$10.51 and that sum should be added each day after 2/23/06)	2,469.99
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$18.65 should be added in accordance with the terms of the note each month after 2/23/06)	130.55
Recoverable Balance	650.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,601.88</u>
TOTAL	\$58,495.02

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time

limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$58,495.02 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL that certain piece or parcel of real estate situate in the Fourth Ward of the Borough of Clearfield County, Pennsylvania, known as the Southern part of Lot No. 306 and being more particularly described as follows:

BEGINNING at a corner of Locust Street and Moore's alley; thence North by said alley one hundred seventy-two (172) feet to an alley; thence by said alley East fifty (50) feet to land formerly of William A. Wallace, et al, now owned by Roy McMullen; thence by the same one hundred and seventy-two (172) feet to Locust Street; thence by Locust Street West fifty (50) feet to place of beginning.

EXCEPTING and RESERVING all exceptions and reservations that appear in prior documents in the chain of title.

Washington Mutual
Mailstop JAXB2004
P.O. Box 44090
Jacksonville, FL 32231-4090

January 23, 2006

#BWNCLNN#
#0984369909924994#

000487 /PA

BARBARA J VAUGHN
418 E LOCUST ST
CLEARFIELD PA 16830

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

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 8436909249

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): **Barbara J. Vaughn**
PROPERTY ADDRESS: **418E Locust St.
Clearfield PA 16830**
LOAN ACCT. NUMBER: **8436909249**
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: **Washington Mutual Bank**

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 YOUR 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:

418E Locust St.
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly Installments:	08/01/2005	\$372.97
	09/01/2005	\$372.97
	10/01/2005	\$372.97
	11/01/2005	\$372.97
	12/01/2005	\$372.97
	01/01/2006	\$372.97

Other charges (explain/itemize):

Uncollected Late Charges	\$111.90
Uncollected Fees:	\$0.00
Less Credits	\$0.00
TOTAL AMOUNT PAST DUE:	\$2349.72

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE 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 \$2349.72, 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:

Washington Mutual Bank
Cash Processing
P.O. Box 3200
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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 foreclose 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 may 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 had 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	www.wamuhome loans.com

EFFECTS 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 X 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 THE 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 ARE ATTACHED

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual
Mailstop JAXB2004
P.O. Box 44090
Jacksonville, FL 32231-4090

8436909249

January 23, 2006

#BWNCLNN#
#0984369909924994#

000487 /PA

BARBARA J VAUGHN
418 E LOCUST ST
CLEARFIELD PA 16830

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ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 8436909249

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.

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HOMEOWNER'S NAME(S): Barbara J. Vaughn
PROPERTY ADDRESS: 418E Locust St.
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ORIGINAL LENDER:
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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.

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Other charges (explain/itemize):

Uncollected Late Charges	\$111.90
Uncollected Fees:	\$0.00
Less Credits	\$0.00
TOTAL AMOUNT PAST DUE:	\$2349.72

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE 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 \$2349.72, 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:

Washington Mutual Bank
Cash Processing
P.O. Box 3200
Milwaukee, WI 53224

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***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 may 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 had 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	www.wamuhome.loans.com

EFFECTS 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 X 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 THE 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 ARE ATTACHED

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101321
NO: 06-358-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
vs.
DEFENDANT: BARBARA J. VAUGHN

SHERIFF RETURN

NOW, April 03, 2006 AT 11:14 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BARBARA J. VAUGHN DEFENDANT AT 418 EAST LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBARA J. VAUGHN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
04/04/06
APR 20 2006
WJ

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	55254	10.00
SHERIFF HAWKINS	UDREN	55254	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marilyn Hause*
Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 06-358-CD

FILED *Atty pd.*
MJ:2-4/06/1 20.00
MAY 09 2006 Notice to
Def.
William A. Shaw
Prothonotary/Clerk of Court
Statement
to Atty
(CR)

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$58,495.02
Interest Per Complaint	788.25
From 2/24/06 to 5/9/06	
Late charges per Complaint	<u>37.30</u>
From 2/24/06 to 5/9/06	
 TOTAL	 <u>\$59,320.57</u>

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

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 5/9/06

PRO PROTHY

W. A. Shaw

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
Plaintiff

v.

Barbara J. Vaughn
Defendant (s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-358-CD

TO: Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830

DATE of Notice: April 26, 2006
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.


Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

NO. 06-358-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:

: SS

COUNTY OF CAMDEN

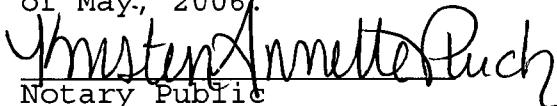
:

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Barbara J. Vaughn
Age: Over 18
Residence: As captioned above
Employment: Unknown

Name: MARK J. UDREN, ESO.
Title: ATTORNEY FOR PLAINTIFF
Company: UDREN LAW OFFICES, P.C.

Sworn to and subscribed
before me this 9th day
of May, 2006.


Kristen Annette Pluck
Notary Public

KRISTEN ANNETTE PLUCK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2007

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff
v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 06-358-CD

TO: Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

W. Udren 5/9/06
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

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

Washington Mutual Bank, FA
Plaintiff(s)

No.: 2006-00358-CD

Real Debt: \$59,320.57

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Barbara J. Vaughn
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 9, 2006

Expires: May 9, 2011

Certified from the record this 9th day of May, 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

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff
v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 06-358-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due \$59,320.57

Interest From 5/10/06 _____
to Date of Sale _____
Ongoing Per Diem of \$10.51
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 125.00 Prothonotary costs

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED Atty pd. 20.00
m/12/4601
MAY 09 2006 ICC or 6 wnts
w/prop. descr.
William A. Shaw
Prothonotary/Clerk of Courts to Staff
(GW)

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120

Plaintiff

V.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-358-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Washington Mutual Bank, FA, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 418 East Locust Street, Clearfield, PA 16830

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

Barbara J. Vaughn 418 East Locust Street
Clearfield, PA 16830

SAME AS #1 ABOVE

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

Name _____ Address _____

None

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

Name Address

Plaintiff herein. See Caption above.

Mortgage Electronic P.O. Box 2026
Registration Systems, Inc. Flint, MI 48501-2026

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

Name Address

None

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

Name Address

Real Estate Tax Dept. 1 North Second Street, Suite 116
Clearfield, PA 16830

Domestic Relations Section 1 North Second Street, Suite 116
Clearfield, PA 16830

Commonwealth of PA, Bureau of Compliance, PO Box 281230
Department of Revenue Harrisburg, PA 17128-1230

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

Name Address

Tenants/Occupants 418 East Locust Street
Clearfield, PA 16830

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

UDREN LAW OFFICES, P.C.

DATED: May 9, 2006

Mark J. Udren, ESQ.
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

NO. 06-358-CD

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: 418 East Locust Street
Clearfield, PA 16830
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$59,320.57

Interest From 5/10/06 _____
to Date of Sale _____
Ongoing Per Diem of \$10.51
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 125.00 Prothonotary costs

By Willie Chang Prothonotary
Clerk
Date 5/19/06

COURT OF COMMON PLEAS
NO. 06-358-CD

Washington Mutual Bank, FA
vs.
Barbara J. Vaughn

WRIT OF EXECUTION

REAL DEBT	\$ <u>59,320.57</u>
INTEREST from <u>5/10/06</u> to Date of Sale	\$ _____
Ongoing Per Diem of <u>\$10.51</u> to actual date of sale including if sale is held at a later date	
COSTS PAID:	
PROTHY	\$ <u>125.00</u>
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY.	\$ _____

PREMISES TO BE SOLD:
418 East Locust Street
Clearfield, PA 16830

Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
(856) 669-5400

ALL that certain piece or parcel of real estate situate in the Fourth Ward of the Borough of Clearfield County, Pennsylvania, known as the Southern part of Lot No. 306 and being more particularly described as follows:

BEGINNING at a corner of Locust Street and Moore's alley; thence North by said alley one hundred seventy-two (172) feet to an alley; thence by said alley East fifty (50) feet to land formerly of William A. Wallace, et al, now owned by Roy McMullen; thence by the same one hundred and seventy-two (172) feet to Locust Street; thence by Locust Street West fifty (50) feet to place of beginning.

EXCEPTING and RESERVING all exceptions and reservations that appear in prior documents in the chain of title.

BEING KNOWN AS: 418 EAST LOCUST STREET
CLEARFIELD, PA 16830

PROPERTY ID NO.: 4.4-K08-217-77

TITLE TO SAID PREMISES IS VESTED IN BARBARA J. VAUGHN BY DEED FROM
GEORGE H. VAUGHN AND BARBARA J. VAUGHN, HUSBAND AND WIFE DATED 7/29/1997
RECORDED 8/11/1997 IN DEED BOOK 1863 PAGE 207.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-358-CD

FILED
M/T: 5670 NO
JUL 31 2006
S

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praeclipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.

2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".

3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".

4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: July 25, 2006

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-358-CD

v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

DATE: May 18, 2006

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY**

OWNER(S): BARBARA J. VAUGHN

PROPERTY: 418 East Locust Street, Clearfield, PA 16830

Improvements: RESIDENTIAL DWELLING

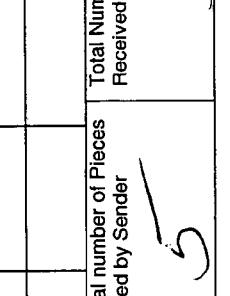
The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on August 4, 2006, at 10:00 A.M., at the CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT A

UDREN LAW OFFICES, P.C.
► WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

Name and Address Of Sender 		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certificate		Check appropriate block for Registered Mail: 1. <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal insurance		Postmark and Date of Receipt						
Line	Article Number	Name of Addressee, Street, and Post Office Address		Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	VAUGHN	REAL ESTATE TAX DEPT, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830		0.00								
2		DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830										
3	06020547	PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, P.O. BOX 281230, HARRISBURG, PA 17128-1230										
4		TENANTS OCCUPANTS 418 EAST LOCUST STREET, CLEARFIELD, PA 16830										
5	06-358-CD	MERS, INC. P.O. BOX 2026, FLINT, MI 48501-2026										
6												
7	CLEAR FIELD											
8												
9	HENNI											
10												
11	08/04/2006											
12												
13												
14												
15												

Total number of Pieces Postmaster, Per (Name of Receiving Employee)
 Listed by Sender 

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable for registered mail, sent with optional postal insurance, See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on International mail. Special handling charges apply only to third and forth class parcels.

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20343
NO: 06-358-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA
vs.
DEFENDANT: BARBARA J. VAUGHN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/09/2006

LEVY TAKEN 05/18/2006 @ 11:20 AM
POSTED 05/18/2006 @ 11:20 AM
SALE HELD 08/04/2006
SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION
SOLD FOR AMOUNT \$1.00 PLUS COSTS
WRIT RETURNED 08/16/2006
DATE DEED FILED 08/16/2006

FILED
0/3:27 AM
AUG 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

PROPERTY ADDRESS 418 EAST LOCUST STREET CLEARFIELD , PA 16830

SERVICES

05/18/2006 @ 11:20 AM SERVED BARBARA J. VAUGHN

SERVED BARBARA J. VAUGHN, DEFENDANT, AT HER RESIDENCE 418 EAST LOCUST STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BARBARA J. VAUGHN

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 # 20343
NO: 06-358-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA
vs.
DEFENDANT: BARBARA J. VAUGHN

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$189.68

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester A. Hawkins
by Cynthia Butler Vaughn
Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

v.

Barbara J. Vaughn
418 East Locust Street
Clearfield, PA 16830
Defendant(s)

NO. 06-358-CD

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: 418 East Locust Street
Clearfield, PA 16830
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$59,320.57

Interest From 5/10/06 _____
to Date of Sale _____
Ongoing Per Diem of \$10.51
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 125.00

Prothonotary costs

By Walter L. Chapman Prothonotary
Clerk
Date 5/9/06

Received May 9, 2006 @ 3:00 P.M.
Chester A. Heuer
by Cynthia Butler-Aughenbaugh

COURT OF COMMON PLEAS
NO. 06-358-CD

Washington Mutual Bank, FA
vs.
Barbara J. Vaughn

WRIT OF EXECUTION

REAL DEBT	\$ <u>59,320.57</u>
INTEREST from <u>5/10/06</u> to Date of Sale	\$ _____
Ongoing Per Diem of <u>\$10.51</u> to actual date of sale including if sale is held at a later date	
COSTS PAID:	
PROTHY	\$ <u>125.00</u>
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY.	

PREMISES TO BE SOLD:
418 East Locust Street
Clearfield, PA 16830

Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
(856) 669-5400

ALL that certain piece or parcel of real estate situate in the Fourth Ward of the Borough of Clearfield County, Pennsylvania, known as the Southern part of Lot No. 306 and being more particularly described as follows:

BEGINNING at a corner of Locust Street and Moore's alley; thence North by said alley one hundred seventy-two (172) feet to an alley; thence by said alley East fifty (50) feet to land formerly of William A. Wallace, et al, now owned by Roy McMullen; thence by the same one hundred and seventy-two (172) feet to Locust Street; thence by Locust Street West fifty (50) feet to place of beginning.

EXCEPTING and RESERVING all exceptions and reservations that appear in prior documents in the chain of title.

BEING KNOWN AS: 418 EAST LOCUST STREET
CLEARFIELD, PA 16830

PROPERTY ID NO.: 4.4-K08-217-77

TITLE TO SAID PREMISES IS VESTED IN BARBARA J. VAUGHN BY DEED FROM
GEORGE H. VAUGHN AND BARBARA J. VAUGHN, HUSBAND AND WIFE DATED 7/29/1997
RECORDED 8/11/1997 IN DEED BOOK 1863 PAGE 207.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BARBARA J. VAUGHN NO. 06-358-CD

NOW, August 16, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on August 04, 2006, I exposed the within described real estate of Barbara J. Vaughn to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK, FA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	59,320.57
SERVICE	15.00	INTEREST @ 10.5100 %	903.86
MILEAGE	2.00	FROM 05/10/2006 TO 08/04/2006	
LEVY	15.00		
MILEAGE	2.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$60,244.43
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	345.22
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	1,263.01
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$189.68	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	189.68
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	144.00
TOTAL DEED COSTS	\$28.50	PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$2,240.41

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