

06-739-CD

ABN Amro Mortg. Vs Michael Patrick et al

2006-739-CD

ABN Amro vs Michael Patrick et al

THOMAS I. PULEO, LLC  
By: Thomas I. Puleo, Esquire  
Identification No. 27615  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600

Attorney for Plaintiff

FILED Atty pd.  
MAY 10 2006 85.00  
2006  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.  
7159 Corklan Drive  
Jacksonville, Florida 32258

v.

: No. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER  
364 Cecil Hurd Hwy  
La Jose, PA 15753

CIVIL ACTION - MORTGAGE FORECLOSURE  
COMPLAINT

**NOTICE**

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

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

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

David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

**AVISO**

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan más adelante en las siguientes páginas, debe tomar acción dentro de los próximos veinte (20) días después de la notificación de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y si usted falla de tomar acción 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 reclamación o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin más aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

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CIVIL ACTION - MORTGAGE FORECLOSURE  
COMPLAINT

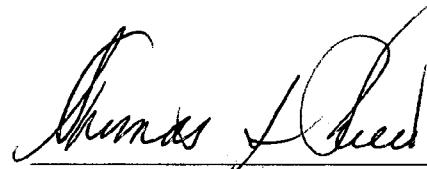
1. Plaintiff, ABN AMRO MORTGAGE GROUP, INC., is a corporation organized and existing under laws of the State of Delaware, with offices as stated above.
2. Defendants, MICHAEL PATRICK and NICOLE KIBLER, are the mortgagors and real owners of premises Route 36, Borough of Newburg, Clearfield County, Pennsylvania, hereinafter described, whose last known address is as stated above.
3. On the 17th day of December, 2002, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to ABN AMRO MORTGAGE GROUP, INC., which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County at Instrument #200220527.
4. The premises subject to the said mortgage is described in Exhibit "A" attached hereto and made a part hereof.
5. The mortgage secures defendants' certain Note dated the same as the mortgage in the amount of \$64,986.00 payable in monthly installments with interest at the rate of 6.5 % per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".
6. The said mortgage has not been assigned.
7. The mortgage is in default because the defendants have failed to make the payment of the monthly installment of principal and interest in accordance with the terms of the mortgage for December 1, 2005, and each month thereafter, up to and including the present time.
8. The following amounts are due on the mortgage:

|  |                 |
|--|-----------------|
| Principal  | \$62,799.09     |
| Interest at 6.5 % per annum from 11/1/05 through<br>4/30/06 (\$11.18 per diem) | 2,023.58        |
| Late charges accrued thru 4/30/06 (\$22.10)                                    | 103.43          |
| Escrow deficit (taxes and insurance) (\$141.71/month)                          | 708.55          |
| Attorney's fee (5%)  | 3,139.95        |
| Title information certificate  | <u>325.00</u>   |
| <br>Total  | <br>\$69,099.60 |

9. The said mortgage is not a residential mortgage as defined by Pennsylvania Act No. 6 of 1974, and hence, no notice of intention to foreclose is required by the said Act.

10. The aforesaid mortgage is insured under Title II of the National Housing Act, and therefore, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

WHEREFORE, plaintiff demands judgment in the sum of \$69,099.60 plus interest, late charges, escrow advances and costs to the date of judgment and foreclosure of the said mortgage.



THOMAS I. PULEO  
Attorney for Plaintiff

DESCRIPTION

ALL THAT property located in Newburg Borough, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an 1 1/4 inch iron pipe being a common corner of the properties, now or formerly of Emily M. Hurd, widow, and Glenn E. Thomson; thence along the Thomson property, South 56 degrees West, 271 feet to a 3/4 inch pipe placed at the Eastern boundary of the right of way of the Pennsylvania Department of Highway Route No. 36; thence along said right of way, North 28 degrees West, 150 feet to a 3/4 inch iron pipe on the Eastern boundary of the said right of way; thence along the residue of lands now or formerly of Emily M. Hurd, widow, North 56 degrees East, 306 feet to a 3/4" iron pipe on the boundary of the Glenn E. Thomson property; thence along the Thomson Property, South 16 degrees East 159.7 feet to a 1 1/4 inch pipe and the place of beginning.

IDENTIFIED as Clearfield County Assessment Map No. 14-D13-36.

Tax Parcel 14-D13-36 (Assessment \$9,525.00)

## NOTE

FHA Case No.  
4422350230-703

Multistate

DECEMBER 17, 2002  
[Date]GREENSBURG,  
[City]PENNSYLVANIA  
[State]rte 36 NEWBURG, LA JOSE, PA 15753  
[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **SIXTY FOUR THOUSAND NINE HUNDRED EIGHTY SIX AND NO/100**, plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SIX AND ONE-HALF** percent (**6.500%**) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the **1ST** day of each month beginning on **FEBRUARY 1, 2003**. Any principal and interest remaining on the **1ST** day of **JANUARY, 2033** will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at  
**4242 N. HARLEM AVE.**  
**NORRIDGE, IL 60706**  
**ATTN: CASHIERING**

or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. **\$410.76**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

[Check applicable box]  Graduated Payment Allonge  Growing Equity Allonge  
 Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. BORROWER'S FAILURE TO PAY

## (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of **15** calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000%**) of the overdue amount of each payment.

## (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment

defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) **Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

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

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

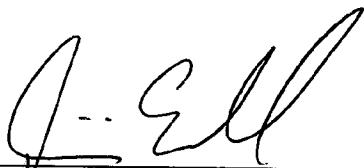
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

*Nicole Kibler, agent* \_\_\_\_\_  
MICHAEL PATRICK (SEAL)

*Nicole Kibler* \_\_\_\_\_  
NIEOLE KIBLER (SEAL)

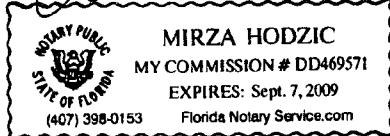
VERIFICATION

hereby states that he is of ABN AMRO Mortgage Group, Inc.,  
the plaintiff, or servicing agent for plaintiff, in this matter; that he is authorized to take this  
Verification; and that the statements made in the foregoing Complaint are true and correct to the best of  
his/her knowledge, information and belief. The undersigned understands that the statements made  
therein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Jimmie Edwards  
Vice President

DATE: 05/02/2006



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101519  
NO: 06-739-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.  
vs.  
DEFENDANT: MICHAEL PATRICK and NICOLE KIBLER

**SHERIFF RETURN**

NOW, May 12, 2006 AT 11:11 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL PATRICK DEFENDANT AT 364 CECIL HURD HWY., LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NICOLE (KIBLER) PATRICK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
03/03/06  
MAY 24 2006  
LAW  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101519  
NO: 06-739-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

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vs.  
DEFENDANT: MICHAEL PATRICK and NICOLE KIBLER

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SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101519  
NO: 06-739-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

vs.

DEFENDANT: MICHAEL PATRICK and NICOLE KIBLER

**SHERIFF RETURN**

**RETURN COSTS**

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | PULEO   | 4869    | 20.00  |
| SHERIFF HAWKINS | PULEO   | 4869    | 48.03  |

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hauer*

Chester A. Hawkins  
Sheriff

THOMAS I. PULEO, LLC  
By: Thomas I. Puleo, Esquire  
Identification No. 27615  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.

v.

: No. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

FILED

JUN 19 2006

13:00  
William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE TO DEFENDANT

ENTER TO ATTORNEY

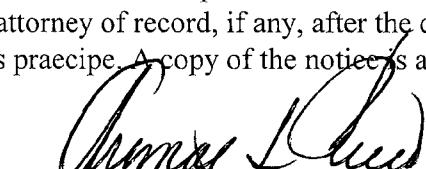
PRAECIPE FOR JUDGMENT

Enter judgment in favor of the Plaintiff and against the Defendant(s) for want of an answer and assess damages as follows:

|                                      |                 |
|--------------------------------------|-----------------|
| Principal                            | \$62,799.09     |
| Interest from 11/1/05 to 6/16/06     | 2,549.04        |
| Late charges accrued thru 6/16/06    | 147.63          |
| Escrow deficit (taxes and insurance) | 991.97          |
| Attorney's fee (5%)                  | 3,139.95        |
| Title information certificate        | <u>325.00</u>   |
| <br>Total                            | <br>\$69,952.68 |

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. Pa.R.C.P. 237.1



THOMAS I. PULEO, ESQUIRE  
Attorney for Plaintiff

AND NOW June 19, 2006, 2006, Judgment is entered in favor of plaintiff and against defendants and damages assessed as per the above certification.



Prothonotary

THOMAS I. PULEO, LLC  
By: Thomas I. Puleo, Esquire  
Identification No. 27615  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600

Attorney for Plaintiff

---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.

v.

: No. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

TO: Mr. Michael Patrick  
364 Cecil Hurd Hwy.  
La Jose, PA 15753

Date of Notice: June 2, 2006

NOTICE OF INTENTION TO FILE PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT UNDER Pa.R.C.P.237.1

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 AND 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.

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David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

AVISO IMPORTANTE

A: Mr. Michael Patrick  
364 Cecil Hurd Hwy.  
La Jose, PA 15753

FECHA DEL AVISO: June 2, 2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR  
COMPARCENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER  
CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN  
PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE  
HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA  
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\_\_\_\_\_  
THOMAS I. PULEO  
Attorney for Plaintiff

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By: Thomas I. Puleo, Esquire  
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660 Sentry Parkway, Suite 210  
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(610) 941-3600

Attorney for Plaintiff

---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC. :

v. : No. 06-739-CD

MICHAEL PATRICK and :  
NICOLE KIBLER

TO: Ms. Nicole Kibler  
364 Cecil Hurd Hwy.  
La Jose, PA 15753

Date of Notice: June 2, 2006

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AVISO IMPORTANTE

A: Ms. Nicole Kibler  
364 Cecil Hurd Hwy.  
La Jose, PA 15753

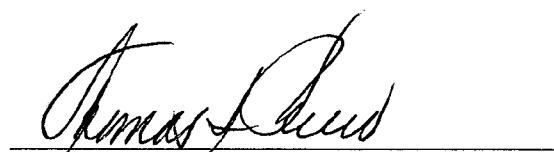
FECHA DEL AVISO: June 2, 2006

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\_\_\_\_\_  
THOMAS I. PULEO  
Attorney for Plaintiff

THOMAS I. PULEO, LLC  
By: Thomas I. Puleo, Esquire  
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Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.

v.

: No. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

:

SS.

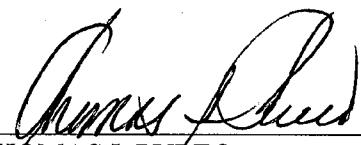
COUNTY OF MONTGOMERY

:

THOMAS I. PULEO, being duly sworn according to law deposes and says that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended;

That Michael Patrick is over 21 years of age, resides at 364 Cecil Hurd Hwy., La Jose, Pennsylvania, and is employed by/as unknown.

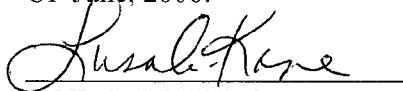
That Nicole Kibler is over 21 years of age, resides at 364 Cecil Hurd Hwy., La Jose, Pennsylvania, and is employed by/as unknown.

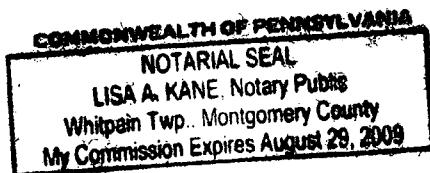
  
\_\_\_\_\_  
THOMAS I. PULEO  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 2<sup>nd</sup> DAY

OF June, 2006.

  
\_\_\_\_\_  
NOTARY PUBLIC



**CLEARFIELD COUNTY  
OFFICE OF THE PROTHONOTARY**

TO: Michael Patrick  
364 Cecil Hurd Highway  
La Jose, PA 15753

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

v.

MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 06-739-CD

**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.

- 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 Thomas I. Puleo, Esquire at (610) 941-3600.

THOMAS I. PULEO, LLC  
By: Thomas I. Puleo, Esquire  
Identification No. 27615  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.

v.

: No. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

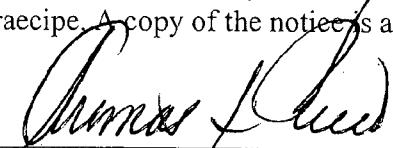
PRAECLPICE FOR JUDGMENT

Enter judgment in favor of the Plaintiff and against the Defendant(s) for want of an answer and assess damages as follows:

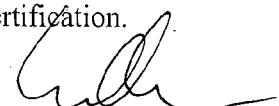
|                                      |               |
|--------------------------------------|---------------|
| Principal                            | \$62,799.09   |
| Interest from 11/1/05 to 6/16/06     | 2,549.04      |
| Late charges accrued thru 6/16/06    | 147.63        |
| Escrow deficit (taxes and insurance) | 991.97        |
| Attorney's fee (5%)                  | 3,139.95      |
| Title information certificate        | <u>325.00</u> |
| <br>                                 |               |
| Total                                | \$69,952.68   |

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praeclipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. Pa.R.C.P. 237.1

  
THOMAS I. PULEO, ESQUIRE  
Attorney for Plaintiff

AND NOW June 19, 2006, Judgment is entered in favor of plaintiff and against defendants and damages assessed as per the above certification.

  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

ABN AMRO MORTGAGE GROUP,  
INC.,

Plaintiff,

v.

COURT OF COMMON PLEAS  
NO. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant(s).

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

AMOUNT DUE \$69,952.68

INTEREST FROM  
6/17/06 @ \$11.50 per diem \$ \_\_\_\_\_

COSTS TO BE ADDED \$ \_\_\_\_\_

Prothonotary costs 125.00

Thomas Puleo  
THOMAS I. PULEO, ESQUIRE

FILED *Ear*

JUN 19 2006

*m/3:00/2006*  
William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT AMT

1 CENT W/FOURTH TO SIXTH

**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD**

VS.

NO. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

## WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

**Real Property situated at:**

Route 36 Newburg, La Jose, Clearfield County  
Tax Parcel Identification Number: 14-D13-25

As more fully described in Exhibit "A" attached hereto and made a part hereof.

AMOUNT DUE \$69,952.68

INTEREST FROM \$ \_\_\_\_\_  
6/17/06 @ \$11.50 per diem

(Costs to be added) \$ \_\_\_\_\_

Prothonotary costs \$125.00

By John Clerk  
Clerk

Date 6-19-06

COURT OF COMMON PLEAS

06-739-CD

---

ABN AMRO MORTGAGE GROUP, INC.

---

v.

MICHAEL PATRICK and  
NICOLE KIBLER

---

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

---

REAL DEBT \$69,952.68

INTEREST FROM  
6/17/06 @ \$11.50 per diem

COSTS PAID:

PROTHY \$ \_\_\_\_\_

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY \$ \_\_\_\_\_

PREMISES:

Route 36 Newburg  
La Jose, Clearfield County, PA

THOMAS J. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600

DESCRIPTION

ALL THAT property located in Newburg Borough, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an 1 1/4 inch iron pipe being a common corner of the properties now or formerly of Emily M. Hurd, widow, and Glenn E. Thomson; thence along the Thomson property, South 56 degrees West, 271 feet to a 3/4 inch pipe placed at the Eastern boundary of the right of way of the Pennsylvania Department of Highway Route No. 36; thence along said right of way, North 28 degrees West, 150 feet to a 3/4 inch iron pipe on the Eastern boundary of the said right of way; thence along the residue of lands now or formerly of Emily M. Hurd, widow, North 56 degrees East, 306 feet to a 3/4" iron pipe on the boundary of the Glenn E. Thomson property; thence along the Thomson Property, South 16 degrees East 159.7 feet to a 1 1/4 inch pipe and the place of beginning.

IDENTIFIED as Clearfield County Assessment Map No. 14-D13-36.

Tax Parcel 14-D13-36 (Assessment \$9,525.00)

THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600  
By: Thomas I. Puleo, Esquire  
Identification No. 27615

Attorney for PLAINTIFF

---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

v.

MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant

NO. 06-739-CD

AFFIDAVIT UNDER PA. RCP RULE 3129

THOMAS I. PULEO, attorney for Plaintiff in the above captioned mortgage foreclosure action, sets forth as of the date the praecipe for the Writ of Execution was filed, the following information concerning the real property located at Route 36 Newburg, La Jose, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

1. Name and address of each Owner and/or Reputed Owner:

Michael Patrick  
Nicole Kibler  
364 Cecil Hurd Highway  
La Jose, PA 15753

2. Name and address of each Defendant named in the judgment:

Michael Patrick  
Nicole Kibler  
364 Cecil Hurd Highway  
La Jose, PA 15753

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

None.

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

ABN AMRO Mortgage Group, Inc., Plaintiff  
7159 Corklan Drive  
Jacksonville, FL 32258

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

None

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

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

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

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

None

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

Date: June 6, 2006

  
\_\_\_\_\_  
THOMAS I. PULEO, ESQUIRE  
Attorney for Plaintiff

THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600  
By: Thomas I. Puleo, Esquire  
Identification No. 27615

Attorney for PLAINTIFF

---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

v.

NO. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant

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

TO: Michael Patrick  
Nicole Kibler  
364 Cecil Hurd Highway  
La Jose, PA 15753

Your house at Route 36 Newburg, City of La Jose, Clearfield County, is scheduled to be sold by the Clearfield County Sheriff's Department to enforce the Court judgment of \$69,952.68 obtained by Plaintiff ABN AMRO Mortgage Group, Inc. against you. The Sheriff's Sale will be conducted on \_\_\_\_\_, at 10:00 AM, Sheriff's Department, Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, Pennsylvania.

**NOTICE OF OWNERS' RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale, you must take immediate action:

1. This sale will be canceled if you pay to ABN AMRO Mortgage Group, Inc. the back payments, late charges, costs and reasonable attorneys' fees due. To find out how much you must pay, you may call (610) 941-3600.
  
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the Judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney).

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND  
YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Clearfield County Sheriff's Department at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount bid in the sale. To find out if this has happened, you may call the Clearfield County Sheriff's Department at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale had never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Clearfield County Sheriff on or about thirty (30) days from the date of Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the distribution sheet is posted.
7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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

LAWYER REFERENCE SERVICE  
Pennsylvania Legal Referral Services  
Pennsylvania Bar Association  
P. O. Box 186  
Harrisburg, PA 17108  
Telephone: (800) 692-7375

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

ABN AMRO MORTGAGE GROUP,  
INC.,  
Plaintiff,

COURT OF COMMON PLEAS  
NO. 06-739-CD

v.

MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant(s).

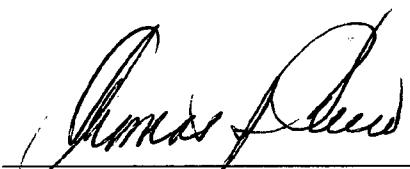
PRAECIPE FOR AMENDED WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Amended Writ of Execution in the above matter:

|  |             |
|--|-------------|
| AMOUNT DUE                               | \$69,952.68 |
| INTEREST FROM<br>6/17/06 @11.50 per diem | \$ _____    |
| COSTS TO BE ADDED                        | \$ _____    |

125.00      Prothonotary costs

  
THOMAS I. PULEO, ESQUIRE

FILED  
JUL 03 2006  
cc: 6wants  
w/ prop. descr.  
to Shff

  
William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

ABN AMRO MORTGAGE GROUP, INC.      **COURT OF COMMON PLEAS**

vs.

NO. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

**AMENDED WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real Property situated at:

Route 36 Newburg, La Jose, Clearfield County  
Tax Parcel Identification Number: 14-D13-36

As more fully described in Exhibit "A"  
attached hereto and made a part hereof.

|   |  |
|---|--|
| AMOUNT DUE                                  | \$69,952.68                                    |
| INTEREST FROM<br>6/17/06 @ \$11.50 per diem | \$ _____                                       |
| (Costs to be added)                         | \$ _____                                       |
|   | 125.00      Prothonotary costs<br>Prothonotary |

By Willie H. Kibler  
Clerk

Date 7/31/06

DESCRIPTION

ALL THAT property located in Newburg Borough, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an 1 1/4 inch iron pipe being a common corner of the properties now or formerly of Emily M. Hurd, widow, and Glenn E. Thomson; thence along the Thomson property, South 56 degrees West, 271 feet to a 3/4 inch pipe placed at the Eastern boundary of the right of way of the Pennsylvania Department of Highway Route No. 36; thence along said right of way, North 28 degrees West, 150 feet to a 3/4 inch iron pipe on the Eastern boundary of the said right of way; thence along the residue of lands now or formerly of Emily M. Hurd, widow, North 56 degrees East, 306 feet to a 3/4" iron pipe on the boundary of the Glenn E. Thomson property; thence along the Thomson Property, South 16 degrees East 159.7 feet to a 1 1/4 inch pipe and the place of beginning.

IDENTIFIED as Clearfield County Assessment Map No. 14-D13-36.

Tax Parcel 14-D13-36 (Assessment \$9,525.00)

THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600  
By: Thomas I. Puleo, Esquire  
Identification No. 27615

Attorney for PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

NO. 06-739-CD

v.

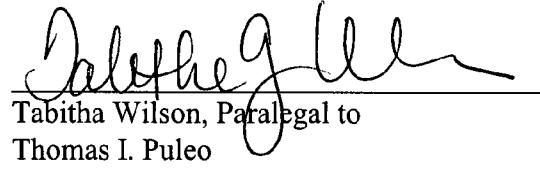
MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant

AFFIDAVIT OF SERVICE

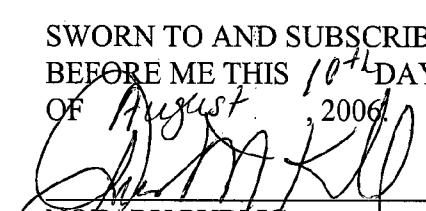
I, Tabitha Wilson, Paralegal to Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by ordinary mail a Notice of Sale pursuant to Pa.R.C.P 3129.2 upon the persons listed below on the 8th day of August, 2006 as evidenced by the U.S. Postal Service Certificate of Mailing (Form 3817), which is attached hereto as Exhibit "A":

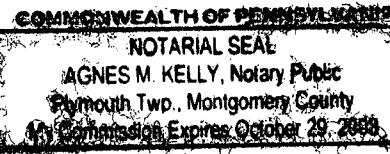
Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

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

  
\_\_\_\_\_  
Tabitha Wilson, Paralegal to  
Thomas I. Puleo

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 10<sup>th</sup> DAY  
OF August, 2006

  
NOTARY PUBLIC



**FILED** *ICC Shff  
m/11/06 (per Aty)*  
AUG 14 2006  
  
William A. Shaw  
Prothonotary/Clerk of Courts

|  |  |                        |  |
|--|--|------------------------|--|
| U.S. POSTAL SERVICE  |  | CERTIFICATE OF MAILING |  |
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR AIR MAIL.  |  |                        |  |
| Rec'd  | LAW OFFICES<br><b>THOMAS I. PULEO, LLC</b><br>660 SENTRY PARKWAY, SUITE 210<br>- BLUE BELL, PA 19422 |                        |  |
| Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.  |  |                        |  |
| 15 30 65 30 U.S. POSTAGE<br>197 8 00 050 PRES 14 9<br>MAILED FROM ZIP CODE 19422<br>BLUE BELL PA 19422<br>AUG 8 2006                           |  |                        |  |
| <p>One piece of ordinary mail addressed to:</p> <p>Commonwealth of PA<br/>Dept. of Public Welfare<br/>PO Box 2675<br/>Harrisburg, PA 17105</p> |  |                        |  |
| PS Form 3817, January 2001<br>Noss/Patrick/abn   |  |                        |  |

|  |  |                        |  |
|--|--|------------------------|--|
| U.S. POSTAL SERVICE  |  | CERTIFICATE OF MAILING |  |
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR AIR MAIL.  |  |                        |  |
| Rec'd  | LAW OFFICES<br><b>THOMAS I. PULEO, LLC</b><br>660 SENTRY PARKWAY, SUITE 210<br>- BLUE BELL, PA 19422 |                        |  |
| 16 23 35 39 U.S. POSTAGE<br>197 8 00 050 PRES 13 49<br>MAILED FROM ZIP CODE 19422<br>BLUE BELL PA 19422<br>AUG 8 2006  |  |                        |  |
| <p>One piece of ordinary mail addressed to:</p> <p>Domestic Relations<br/>Clearfield County Courthouse<br/>230 E. Market Street<br/>Clearfield, PA 16830</p> |  |                        |  |
| PS Form 3817, January 2001<br>abn/noss/patrick   |  |                        |  |

THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600  
By: Thomas I. Puleo, Esquire  
Identification No. 27615

Attorney for PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

v.

MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant

NO. 06-739-CD

FILED NO CC  
M 11:21 AM  
AUG 24 2006  
S

William A. Shaw  
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

I, Tabitha Wilson, Paralegal to Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by ordinary mail a Notice of Sale pursuant to Pa.R.C.P 3129.2 upon the persons listed below on the 31<sup>st</sup> day of July, 2006 as evidenced by the U.S. Postal Service Certificate of Mailing (Form 3817), which is attached hereto as Exhibit "A":

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

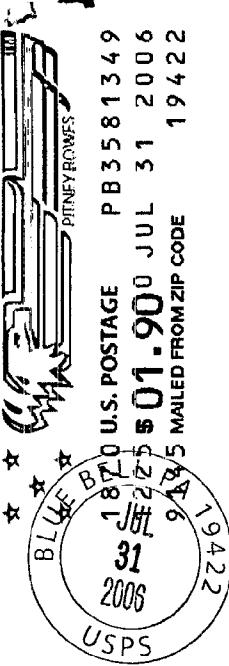
Commonwealth of PA  
Department of Public Welfare  
P. O. Box 2675  
Harrisburg, PA 17105

  
\_\_\_\_\_  
Tabitha Wilson, Paralegal to  
Thomas I. Puleo

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 31<sup>st</sup> DAY  
OF July, 2006.

  
\_\_\_\_\_  
NOTARY PUBLIC

|                                       |  |
|---------------------------------------|--|
| COMMONWEALTH OF PENNSYLVANIA          |  |
| NOTARIAL SEAL                         |  |
| LISA A. KANE, Notary Public           |  |
| Whitpain Twp., Montgomery County      |  |
| My Commission Expires August 29, 2009 |  |



THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422-5000, Suite 1C3

me and  
ddress  
Sender

1  
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Indicate type of mail  
 Registered  
 Insured  
 COD  
 Certified  
 Express Mail

Check appropriate block for  
Registered Mail:  
 With Postal Insurance  
 Without Postal Insurance

Postmark and Date of Receipt

Name or Addressee, Street, and Post Office Address

Article  
Number

Postage  
Fee

Handling  
Charge

Acl. Value  
(In Regs.)

Insured  
Value

Due  
Date  
If  
COD

Sender  
R. R.  
Fee

S. H.  
Fee

Rest. Del. Fee

Remarks

Domestic Relations

Clearfield County Courthouse

230 E. Market Street

Clearfield, PA 16830

Commonwealth of PA

Department of Public Welfare

P.O. Box 2675

Harrisburg, PA 17105

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 is \$25,000 for registered mail sent with Mail merchandise insurance. The maximum indemnity payable is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See Domestic Mail Manual (RM00, §313, and §321) 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 fourth class parcels.

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of Receiving Employee)

Total Number of Pieces  
Listed by Sender

THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600  
By: Thomas I. Puleo, Esquire  
Identification No. 27615

Attorney for PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

NO. 06-739-CD

v.

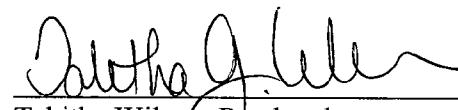
MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant

AFFIDAVIT OF SERVICE

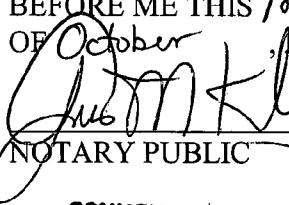
I, Tabitha Wilson, Paralegal to Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by certified mail (No. 7006 0810 0002 8954 5676 and 7006 0810 0002 8954 5706) a Notice of Sale upon defendants, Michael Patrick and Nicole Kibler on the 17<sup>th</sup> day of October, 2006, at the following address:

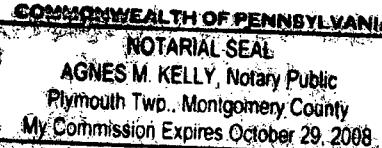
Michael Patrick  
364 Cecil Hurd Highway  
La Jose, PA 15753

Nicole Kibler  
364 Cecil Hurd Highway  
La Jose, PA 15753

  
\_\_\_\_\_  
Tabitha Wilson, Paralegal to  
Thomas I. Puleo

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 18<sup>th</sup> DAY  
OF October, 2006.

  
\_\_\_\_\_  
NOTARY PUBLIC



  
FILED NO CC  
OCT 23 2006 LM

William A. Shaw  
Prothonotary/Clerk of Courts

5715 4954 0002 0810 0006 7006

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

|                      |                          |         |
|----------------------|--------------------------|---------|
| ROSS<br>Patrick Labr | Postage<br>Certified Fee | \$ 39   |
|                      |                          | 240     |
|                      |                          | 185     |
|                      |                          |         |
|                      | Total Postage & Fees     | \$ 4.64 |

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Postmark Here

Oct 11 2006

BLUE BELL PA 19422-3636

Sent To Michael Patrick  
Street, Apt. No.,  
or PO Box No. 364 Cecil Twp Highway  
City, State, ZIP+4 La Jose, PA 15753

PS Form 3800, June 2002 See Reverse for Instructions

5676 8954 0002 0810 0006 7006

**U.S. Postal Service™  
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|                      |                          | 240     |
|                      |                          | 185     |
|                      |                          |         |
|                      | Total Postage & Fees     | \$ 4.64 |

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Postmark Here

Oct 11 2006

BLUE BELL PA 19422-3636

Sent To Nicole Kibler  
Street, Apt. No.,  
or PO Box No. 364 Cecil Twp Highway  
City, State, ZIP+4 La Jose, PA 15753

PS Form 3800, June 2002 See Reverse for Instructions

THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600  
By: Thomas I. Puleo, Esquire  
Identification No. 27615

Attorney for PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

NO. 06-739-CD

v.

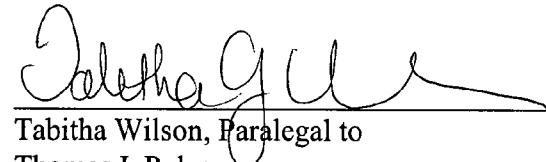
MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendant

AFFIDAVIT OF SERVICE

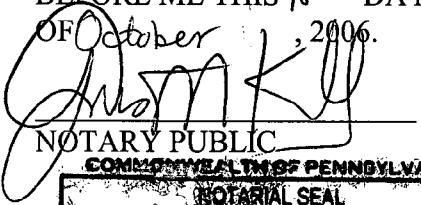
I, Tabitha Wilson, Paralegal to Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by ordinary mail a Notice of Sale pursuant to Pa.R.C.P 3129.2 upon the persons listed below on the 16th day of October, 2006 as evidenced by the U.S. Postal Service Certificate of Mailing (Form 3817), which is attached hereto as Exhibit "A":

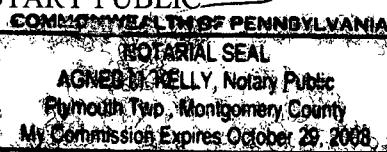
Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

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

  
Tabitha Wilson, Paralegal to  
Thomas I. Puleo

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 18th DAY  
OF October , 2006.

  
NOTARY PUBLIC



FILED NO cc  
MT 13962  
OCT 23 2006

William A. Shaw  
Prothonotary/Clerk of Courts

U.S. POSTAL SERVICE CERTIFICATE OF MAILING  
MAY BE USED FOR DOMESTIC AND INTERNAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

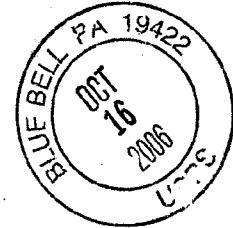
LAW OFFICE

THOMAS I. PULEO, LLC  
660 SENTRY PARKWAY, SUITE 210  
BLUE BELL, PENNSYLVANIA 19422

One piece of ordinary mail addressed to: abn/patrick/hoss

Domestic Relations  
Clearfield County Courthouse  
230 E. Main Street  
Clearfield, PA 16830

Affix fee here in stamps  
or meter postage and  
Post mark. Inquire of  
Postmaster for current  
fee.



U.S. POSTAL SERVICE CERTIFICATE OF MAILING  
MAY BE USED FOR DOMESTIC AND INTERNAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

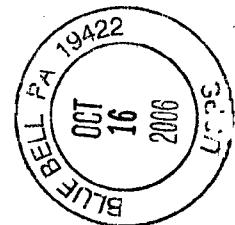
LAW OFFICE

THOMAS I. PULEO, LLC  
660 SENTRY PARKWAY, SUITE 210  
BLUE BELL, PENNSYLVANIA 19422

One piece of ordinary mail addressed to: abn/patrick/hoss

Commonwealth of PA  
Department of Public Welfare  
P.O. Box 21075  
Harrisburg, PA 17105

Affix fee here in stamps  
or meter postage and  
Post mark. Inquire of  
Postmaster for current  
fee.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20381  
NO: 06-739-CD

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.  
vs.  
DEFENDANT: MICHAEL PATRICK AND NICOLE KIBLER

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/20/2006

LEVY TAKEN 09/09/2006 @ 10:15 AM

POSTED 08/09/2006 @ 10:15 AM

SALE HELD 12/01/2006

SOLD TO ABN AMRO MORTGAGE GROUP, INC.

SOLD FOR AMOUNT \$51,000.00 PLUS COSTS

WRIT RETURNED 12/29/2006

DATE DEED FILED 12/29/2006

PROPERTY ADDRESS ROUTE 36 (911) 364 CECIL HURD HIGHWAY LA JOSE , PA 15753

**FILED**  
073:4461  
DEC 29 2006  
S

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

08/09/2006 @ 10:15 AM SERVED MICHAEL PATRICK

SERVED MICHAEL PATRICK, DEFENDANT, AT HIS RESIDENCE 364 CECIL HURD HIGHWAY, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NICOLE KIBLER, LIVE-IN/CO-DEFENDANT

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.

08/09/2006 @ 10:13 AM SERVED NICOLE KIBLER

SERVED NICOLE KIBLER, DEFENDANT, AT HER RESIDENCE 364 CECIL HURD HIGHWAY, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NICOLE KIBLER

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

@ SERVED

PLAINTIFF HAD NO REPRESENTATION AT SHERIFF SALE ON OCTOBER 6, 2006, SALE WAS CONTINUED TO DECEMBER 1, 2006. NEW SALE DATE WAS READVERTISED IN THE PROGRESS AND CLEARFIELD LEGAL JOURNAL. PER DIRECTION OF SHERIFF HAWKINS.

@ SERVED

JULY 3, 2006 PLAINTIFF'S ATTORNEY AMENDED THE WRIT OF EXECUTION. THE FRIST WRIT HAD THE WRONG TAX PARCEL NUMBER.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20381  
NO: 06-739-CD

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

vs.

DEFENDANT: MICHAEL PATRICK AND NICOLE KIBLER

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS **\$1,288.91**

SURCHARGE **\$40.00 PAID BY ATTORNEY**

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
I, Cynthia Bittner-Cleghorn, Deputy  
Chester A. Hawkins  
Sheriff

**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD**

ABN AMRO MORTGAGE GROUP, INC.      **COURT OF COMMON PLEAS**

vs.

NO. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

**AMENDED WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real Property situated at:

Route 36 Newburg, La Jose, Clearfield County  
Tax Parcel Identification Number: 14-D13-36

As more fully described in Exhibit "A"  
attached hereto and made a part hereof.

|   |  |
|---|--|
| AMOUNT DUE                                  | \$69,952.68                                  |
| INTEREST FROM<br>6/17/06 @ \$11.50 per diem | \$ _____                                     |
| (Costs to be added)                         | \$ _____<br>125.00 <b>Prothonotary costs</b> |

*Prothonotary*

By Willie H. Hay  
Clerk

Date 7/3/06

Received July 5, 2006 @ 3:00 P.M.  
Chester A. Hawkins  
~~by Cynthia Butler-Augustland~~

DESCRIPTION

ALL THAT property located in Newburg Borough, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an 1 1/4 inch iron pipe being a common corner of the properties now or formerly of Emily M. Hurd, widow, and Glenn E. Thomson; thence along the Thomson property, South 56 degrees West, 271 feet to a 3/4 inch pipe placed at the Eastern boundary of the right of way of the Pennsylvania Department of Highway Route No. 36; thence along said right of way, North 28 degrees West, 150 feet to a 3/4 inch iron pipe on the Eastern boundary of the said right of way; thence along the residue of lands now or formerly of Emily M. Hurd, widow, North 56 degrees East, 306 feet to a 3/4" iron pipe on the boundary of the Glenn E. Thomson property; thence along the Thomson Property, South 16 degrees East 159.7 feet to a 1 1/4 inch pipe and the place of beginning.

IDENTIFIED as Clearfield County Assessment Map No. 14-D13-36.

Tax Parcel 14-D13-36 (Assessment \$9,525.00)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

ABN AMRO MORTGAGE GROUP, INC.      COURT OF COMMON PLEAS

vs.

NO. 06-739-CD

MICHAEL PATRICK and  
NICOLE KIBLER

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real Property situated at:

Route 36 Newburg, La Jose, Clearfield County  
Tax Parcel Identification Number: 14-D13-25

As more fully described in Exhibit "A"  
attached hereto and made a part hereof.

|   |             |
|---|-------------|
| AMOUNT DUE                                  | \$69,952.68 |
| INTEREST FROM<br>6/17/06 @ \$11.50 per diem | \$ _____    |
| (Costs to be added)                         | \$ _____    |

Prothonotary costs <sup>\$</sup> 125.00 Prothonotary

By   
Clerk

Date 6-19-06

Received June 29 2006 @ 3:00 P.M.  
Cheston A. Hauke  
By Cynthia Butler Aughenbaugh

COURT OF COMMON PLEAS

06-739-CD

---

ABN AMRO MORTGAGE GROUP, INC.

---

v.

MICHAEL PATRICK and  
NICOLE KIBLER

---

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

---

REAL DEBT \$69,952.68

INTEREST FROM \$ \_\_\_\_\_

6/17/06 @ \$11.50 per diem

COSTS PAID:

PROTHY \$ \_\_\_\_\_

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY \$ \_\_\_\_\_

PREMISES:

Route 36 Newburg  
La Jose, Clearfield County, PA

THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600

DESCRIPTION

ALL THAT property located in Newburg Borough, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an 1 1/4 inch iron pipe being a common corner of the properties now or formerly of Emily M. Hurd, widow, and Glenn E. Thomson; thence along the Thomson property, South 56 degrees West, 271 feet to a 3/4 inch pipe placed at the Eastern boundary of the right of way of the Pennsylvania Department of Highway Route No. 36; thence along said right of way, North 28 degrees West, 150 feet to a 3/4 inch iron pipe on the Eastern boundary of the said right of way; thence along the residue of lands now or formerly of Emily M. Hurd, widow, North 56 degrees East, 306 feet to a 3/4" iron pipe on the boundary of the Glenn E. Thomson property; thence along the Thomson Property, South 16 degrees East 159.7 feet to a 1 1/4 inch pipe and the place of beginning.

IDENTIFIED as Clearfield County Assessment Map No. 14-D13-36.

Tax Parcel 14-D13-36 (Assessment \$9,525.00)

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL PATRICK

NO. 06-739-CD

NOW, December 29, 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 December 01, 2006, I exposed the within described real estate of Michael Patrick And Nicole Kibler to public venue or outcry at which time and place I sold the same to ABN AMRO MORTGAGE GROUP, NC. he/she being the highest bidder, for the sum of \$51,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

|                            |                   |
|----------------------------|-------------------|
| RDR SERVICE                | 15.00             |
| MILEAGE                    | 15.00             |
| LEVY                       | 24.03             |
| MILEAGE                    | 15.00             |
| POSTING                    | 24.03             |
| CSDS                       | 15.00             |
| COMMISSION                 | 1,020.00          |
| POSTAGE                    | 5.85              |
| HANDBILLS                  | 15.00             |
| DISTRIBUTION               | 25.00             |
| ADVERTISING                | 15.00             |
| ADD'L SERVICE              | 15.00             |
| DEED                       | 30.00             |
| ADD'L POSTING              |                   |
| ADD'L MILEAGE              |                   |
| ADD'L LEVY                 |                   |
| BID AMOUNT                 | 51,000.00         |
| RETURNS/DEPUTIZE           |                   |
| COPIES                     | 15.00             |
|                            | 5.00              |
| BILLING/PHONE/FAX          | 5.00              |
| CONTINUED SALES            | 20.00             |
| MISCELLANEOUS              |                   |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$1,288.91</b> |

**DEED COSTS:**

|                         |                |
|-------------------------|----------------|
| ACKNOWLEDGEMENT         | 5.00           |
| REGISTER & RECORDER     | 28.50          |
| TRANSFER TAX 2%         | 0.00           |
| <b>TOTAL DEED COSTS</b> | <b>\$28.50</b> |

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                                |                    |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE                | 69,952.68          |
| INTEREST @ 11.5000 %           | 1,920.50           |
| FROM 06/17/2006 TO 12/01/2006  |                    |
| PROTH SATISFACTION             |                    |
| LATE CHARGES AND FEES          |                    |
| COST OF SUIT-TO BE ADDED       |                    |
| FORECLOSURE FEES               |                    |
| ATTORNEY COMMISSION            |                    |
| REFUND OF ADVANCE              |                    |
| REFUND OF SURCHARGE            | 40.00              |
| SATISFACTION FEE               |                    |
| ESCROW DEFICIENCY              |                    |
| PROPERTY INSPECTIONS           |                    |
| INTEREST                       |                    |
| MISCELLANEOUS                  |                    |
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$71,913.18</b> |
| <b>COSTS:</b>                  |                    |
| ADVERTISING                    | 678.20             |
| TAXES - COLLECTOR              |                    |
| TAXES - TAX CLAIM              |                    |
| DUE                            |                    |
| LIEN SEARCH                    | 200.00             |
| ACKNOWLEDGEMENT                | 5.00               |
| DEED COSTS                     | 28.50              |
| SHERIFF COSTS                  | 1,288.91           |
| LEGAL JOURNAL COSTS            | 324.00             |
| PROTHONOTARY                   | 125.00             |
| MORTGAGE SEARCH                | 80.00              |
| MUNICIPAL LIEN                 |                    |
| <b>TOTAL COSTS</b>             | <b>\$2,729.61</b>  |

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

**KML LAW GROUP, P.C.**  
By: Thomas I. Puleo, Esquire  
Attorney Identification No. 27615  
Suite 5000 - BNY Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FILED  
Z JAN 09 2012  
11:46 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Ctrm - 10  
A++

ABN AMRO MORTGAGE GROUP, INC.

vs.

MICHAEL PATRICK and  
NICOLE PATRICK

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

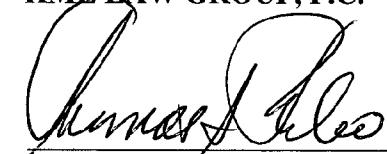
No. 2006-739-CD

**PRAECIPE TO SATISFY JUDGMENT**

TO THE PROTHONOTARY:

Kindly mark the judgment entered in the above entitled action satisfied upon payment of  
your costs only.

**KML LAW GROUP, P.C.**

  
Thomas I. Puleo, Esquire  
Attorney for Plaintiff