

06-1255-CD

MidFirst Bank vs M. Thomason et al.

2006-1255-CD
MidFirst Bank vs Mark Thomason et al

FILED
m/2/16cm pd \$85.00 Atty
AUG - 4 2006 acc Atty Haller
3cc Shff
(S)

William A. Shaw
Prothonotary

Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
717.234.4178
mtg@pkh.com

MIDFIRST BANK

Plaintiff

vs.

MARK C. THOMASON AND
SHAWN M. THOMASON

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

06-1255-CD

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 the 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 claim 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 OR
CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN
GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES
ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA
Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL
PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU
PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE
USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED
PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE
ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
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MIDFIRST BANK

Plaintiff

vs.

MARK C. THOMASON AND
SHAWN M. THOMASON

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW
ACTION OF MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

MIDFIRST BANK

Plaintiff

vs.

MARK C. THOMASON AND
SHAWN M. THOMASON,

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, MIDFIRST BANK, a corporation whose address is 999 N.W. GRAND BOULEVARD SUITE 100 OKLAHOMA CITY, OK 73118.
2. Defendants, MARK C. THOMASON and SHAWN M. THOMASON, are adult individuals whose last known address is TREASURE LAKE, SEC. 17, LOTS 289 AND 290, A/K/A 1220 TREASURE LAKE, A/K/A 314 GALLOWAY ROAD, DUBOIS, PA 15801.
3. On or about, January 21, 1994, the said Defendants executed and delivered a Mortgage Note in the sum of \$67,413.00 payable to TOWNE & COUNTRY MORTGAGE CORP., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1584, Page 57 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to INTEGRA MORTGAGE CO. and was recorded in the aforesaid County in Mortgage Book 1584, Page 66. The Mortgage was subsequently assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and was recorded in the aforesaid County in Mortgage Book I.D. Number 200316754. The Mortgage was subsequently assigned to MIDFIRST BANK and will be sent for recording. The said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: TREASURE LAKE, SEC. 17, LOTS 289 AND 290, A/K/A 1220 TREASURE LAKE, A/K/A 314 GALLOWAY ROAD, DUBOIS, PA 15801. and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on March 01, 2006 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$55,956.02
Interest at \$12.26 per day From 02/01/2006 To 09/01/2006 (based on contract rate of 8.0000%)	\$2,599.12
Accumulated Late Charges	\$227.59
Late Charges \$29.36 From 03/01/2006 to 09/01/2006	\$205.52
Escrow Deficit	\$252.03
Attorney's Fee at 5% of Principal Balance	\$2,797.80
<hr style="border: 0.5px solid black; margin-top: 10px;"/>	
TOTAL	\$62,038.08

**Together with interest at the per diem rate noted above after September 01, 2006 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.

10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.
12. Prior to the commencement of this foreclosure action, the Plaintiff sent to the Defendants written notice dated May 25, 2006, notifying them of the fact of default , amount needed to cure the delinquency and that if their account was not timely reinstated, a foreclosure action would be filed. Copies of the May 25, 2006 notices are attached hereto and marked as Exhibit "C".

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 8.0000% (\$12.26 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 
PURCELL, KRUG & HALLER
Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

Multistate

NOTE

Thomason
Loan 90109326
703

FHA Case No.
442-1671578-703

JANUARY 21, 1994

[Date]

TREASURE LAKE, SEC. 17, LOTS 289 AND 290, DUBOIS, PA 15801
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means TOWNE & COUNTRY MORTGAGE CORP.

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 SEVEN THOUSAND FOUR HUNDRED THIRTEEN AND NO/100 DOLLARS**

Dollars (U.S. \$ **67,413.00**), 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 **EIGHT** percent (**8.000** %) 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." That 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 first day of each month beginning on **MARCH 1**, 1994. Any principal and interest remaining on the first day of **FEBRUARY**, 2024, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **150 Robbins Station Road, Suite 8, North Huntingdon, PA 15642** or at such other 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 **\$ 494.66**. 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.

FHA Multistate Fixed Rate Note - 2/91

1R (9103)03

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: AT BT



EXHIBIT A

0109326

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 fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four percent (4.00 %)** 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. 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.



(Seal)

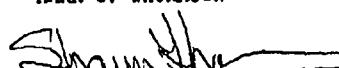
-Borrower



MARK C. THOMASON

(Seal)

-Borrower



(Seal)

-Borrower

SHAWN M. THOMASON

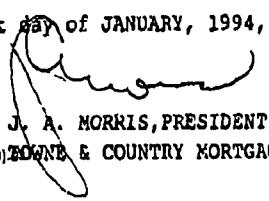
(Seal)

-Borrower

WITHOUT RE COURSE, pay to the order of:

INTEGRA MORTGAGE COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, ATIMA
116 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212-5356

This 21st day of JANUARY, 1994, By:


J. A. MORRIS, PRESIDENT

WMP-1R (9103) ESTATE & COUNTRY MORTGAGE CORP. Page 2 of 2

APR 04 1996

PAY TO THE ORDER OF (WITHOUT RE COURSE):

INTEGRA MORTGAGE COMPANY

BY Beverly J. Kraus

BEVERLY J. KRAUS
ASSISTANT VICE PRESIDENT

ALL those certain tracts of land designated as Lot No. 289 and Lot No. 290, Section No. 17 "San Salvador" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXHIBIT B

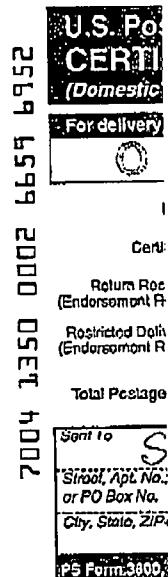


Midland Mortgage Co.
999 N.W. Grand Boulevard, Suite 110
Oklahoma City, Oklahoma 73116
Phone: (405) 426-1200 Fax: (405) 426-1739

Thursday, May 25, 2006

CERTIFIED MAIL

COL
SHAWN M THOMASON
1220 TREASURE LK
DU BOIS PA 15801-9029



NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE
LOAN BALANCE UNDER SECTION 403
OF PENNSYLVANIA ACT NO. 6 OF 1974

RE: Loan # 50005862

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

As of the date of this notice, THE MORTGAGE IS IN DEFAULT STATUS because of nonpayment of the following:

Payments, late charges, and advances from 3/1/2006 through 5/23/2006.

The total amount now required to cure the default, or in other words get caught up in your payments, is \$2,627.46.

All payments referred to in this notice must be in the form of cashier's or certified check made payable to Midland Mortgage Co., and must be received at P.O. Box 268888, Oklahoma City, OK 73126-8888, not later than the dates and times specified herein.

In the event payment, as specified in the proceeding paragraph, is not made WITHIN THIRTY (30) DAYS from the date of this letter, it is the intention of the holder of the mortgage, through this company, to accelerate (declare due and payable immediately the entire loan) the mortgage obligation and all other lawful charges and instruct our attorney to institute MORTGAGE FORECLOSURE PROCEEDING.

(a) If you wish to **CURE THE DEFAULT** within thirty (30) days from the date of this letter, you must pay the **TOTAL AMOUNT DUE** stated above, plus an additional monthly installment if payment is made after the 1st day of the next month, plus an additional late charge if due at time of payment and not included above. **A LATE CHARGE** is due with each mortgage payment paid more than fifteen (15) days after the due date. Your current monthly installment is **\$787.53**.

(b) If payment is made **AFTER THIRTY (30) DAYS** from the date of this letter, but **BEFORE FORECLOSURE PROCEEDING** has been started, the amount you will have to pay will also include the regular monthly installments and late charges then due, plus, if incurred, any **ATTORNEY'S FEE OF NOT MORE THAN \$50.00** and any title report costs, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

AFTER FORECLOSURE PROCEEDING HAS BEEN STARTED, you have the right to **STOP** the foreclosure action any time up to **ONE (1) HOUR BEFORE** the commencement of the **SHERIFF'S SALE** by paying the entire amount due at the time, which shall include all delinquent installments and unpaid late charges, together with **REASONABLE LEGAL FEES ACTUALLY INCURRED**, cost and other sums related to the foreclosure action, which amount can be obtained by contacting Midland Mortgage Co. at 1-800-552-3000.

Should you **FAIL** to reinstate the loan as outlined above, the mortgage premises will be **SOLD AT SHERIFF'S SALE**, which will take place approximately seven (7) to eleven (11) weeks following **SERVICE** of the Complaint in Mortgage Foreclosure, at which time your **OWNERSHIP** interest in mortgage premises will be **TERMINATED**, and thereafter, if occupied, proceedings will be taken to **OBTAIN POSSESSION** of the real estate.

You have the right to **REFINANCE THE LOAN** with another lending institution or **TRANSFER THE PROPERTY** to another person, under and subject to the existing mortgage. That person will have the **SAME RIGHT TO CURE THE DEFAULT** as you have, subject to the same limitation and requirements.

You may **CURE DEFAULTS** up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been **NO DEFAULT**. A default may be cured by **ANYONE** on your behalf.

Sincerely,

Midland Mortgage Co.
Collection Department
50005862



Midland Mortgage Co.
999 N.W. Grand Boulevard, Suite 110
Oklahoma City, Oklahoma 73116
Phone: (405) 426-1200 Fax: (405) 426-1739



Thursday, May 25, 2006

CERTIFIED MAIL

COL
MARK C THOMASON
1220 TREASURE LK
DU BOIS

PA 15801-9029

NOTICE OF INTENTION TO FORECLOSE AND ACCELERATE
LOAN BALANCE UNDER SECTION 403
OF PENNSYLVANIA ACT NO. 6 OF 1974

7942 7557 2000 0507 1350 7004

PC
Certified
Return Receipt (Endorsement Req)
Restricted Delivery (Endorsement Req)
Total Postage &
Sent To <i>N</i>
Street, Apt No. or PO Box No.
City, State, ZIP-4

PS Form 3800-30

RE: Loan # 50005862

Dear Mortgagor(s):

Midland Mortgage Co. is the holder of a Mortgage and a Note on the above premises, or is the mortgage servicing agent for such holder.

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You may CURE DEFAULTS up to three (3) times in any calendar year. Upon cure of a default you will be in the same position as if there had been NO DEFAULT. A default may be cured by ANYONE on your behalf.

Sincerely,

Midland Mortgage Co.
Collection Department
50005862

COMPANY NAME: MIDFIRST BANK

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

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.

Dated 7/24/06

By Melissa Page
Vice President

Title _____

LAW OFFICES

Purcell, Krug & Haller

1719 NORTH FRONT STREET

HARRISBURG, PENNSYLVANIA 17102-2392

TELEPHONE (717) 234-4178

FAX (717) 234-1206

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

HERSHEY
(717)533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

August 3, 2006

Clearfield County Prothonotary
230 E. Market St.
Clearfield, PA 16830

RE: MIDFIRST BANK v. THOMASON

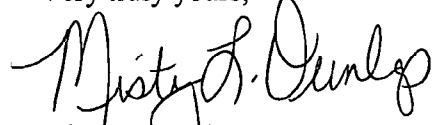
Dear Sir/Madam:

Enclosed please find an original and 5 copies of a Complaint in the above-captioned matter, together with my check in the sum of \$85.00 for filing same. After filing, please give THREE copies of the Complaint to the Sheriff as well as the Sheriff's Service forms and the enclosed check for \$100.00.

An envelope is enclosed for your convenience in returning the receipt and number of the action to me.

Thank you for your cooperation.

Very truly yours,



Misty L. Dunlap
Paralegal for Leon P. Haller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101797
NO: 06-1255-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: MARK C. THOMASON and SHAWN M. THOMASON

SHERIFF RETURN

NOW, August 14, 2006 AT 11:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARK C. THOMASON DEFENDANT AT 314 GALLOWAY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHAWN THOMASON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
02:20 pm
AUG 17 2006 

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101797
NO: 06-1255-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK
VS.
DEFENDANT: MARK C. THOMASON and SHAWN M. THOMASON

SHERIFF RETURN

NOW, August 14, 2006 AT 11:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHAWN M. THOMASON DEFENDANT AT 314 GALLOWAY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHAWN M. THOMASON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101797
NO: 06-1255-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: MARK C. THOMASON and SHAWN M. THOMASON

SHERIFF RETURN

NOW, August 14, 2006 AT 11:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANTS/OCCUPANTS DEFENDANT AT 314 GALLOWAY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHAWN THOMASON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101797
NO: 06-1255-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: MARK C. THOMASON and SHAWN M. THOMASON

SHERIFF RETURN

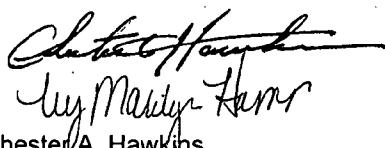
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PURCELL	122049	30.00
SHERIFF HAWKINS	PURCELL	122049	46.91

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 2006-01255-CD
IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s)

MARK C. THOMASON AND SHAWN M. THOMASON for failure to plead to the above action
within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as
follows:

Unpaid Principal Balance	\$55,956.02
Interest	\$2,599.12
Per diem of \$12.26	
From 02/01/2006	
To 09/01/2006	
Accumulated Late Charges	\$227.59
Late Charges	\$205.52
(\$29.36 per month to 09/01/2006)	
Escrow Deficit	\$252.03
5% Attorney's Commission	\$2,797.80
TOTAL	\$62,038.08

**Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

FILED

SEP 20 2006

RE (12: 20/06)

William A. Shaw

Prothonotary/Clerk of Courts

NO CASH (COP)

NOTICE TO DEPT'

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 2006-01255-CD
IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE
PURSUANT TO PA. R.C.P. 237.1

I hereby certify that on September 6, 2006 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By _____

Leon P. Haller PA I.D. # 15700
Attorney for Plaintiff
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 2006-01255-CD
IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE
PURSUANT TO PA. R.C.P. 237.1

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By _____
Leon P. Haller PA I.D. # 15700
Attorney for Plaintiff
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

MIDFIRST BANK,

Plaintiff

VS.

MARK C. THOMASON AND

SHAWN M. THOMASON

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2006-01255-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **September 6, 2006**

TO:

MARK C. THOMASON
1220 TREASURE LAKE
A/K/A 314 GALLOWAY ROAD
DUBOIS, PA 15801

SHAWN M. THOMASON
1220 TREASURE LAKE
A/K/A 314 GALLOWAY ROAD
DUBOIS, PA 15801

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS 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 SERVICE TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

PURCELL, KRUG & HALLER

By

LEON P. HALLER, Attorney for Plaintiff
I.D. # 15700
1719 N. Front St., Harrisburg, PA 17102
(717) 234-4178

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 2006-01255-CD
IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

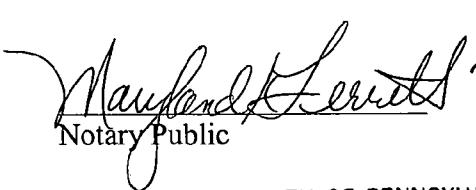
COUNTY OF DAUPHIN :

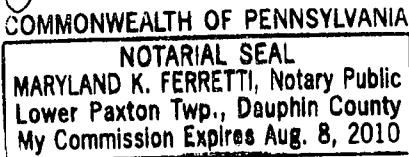
I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Mortgage in the above case is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C.A. Section 707 1715z11) and therefore does not fall within the provisions of PA Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program).

Sworn to and subscribed :

before me this 19 day :
of Sept 2006 :


LEON P. HALLER, ESQUIRE


Notary Public



FILED
SEP 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 2006-01255-CD
IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :

before me this 19 day :
of Sept 20 06 :

Maryland K. Ferretti
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARYLAND K. FERRETTI, Notary Public
Lower Paxton Twp., Dauphin County
My Commission Expires Aug. 8, 2010

LEON P. HALLER, ESQUIRE

FILED

SEP 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 2006-01255-CD
IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on September 20, 2006 the following judgment has been entered against you in the above-captioned matter:

**\$62,038.08 and for the sale and foreclosure of your property located at: 314 GALLOWAY
ROAD F/K/A 1220 TREASURE LAKE, DUBOIS, PA 15801**

Dated: September 18, 2006



PROTHONOTARY

Attorney for Plaintiff:

Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

MARK C. THOMASON
314 GALLOWAY ROAD F/K/A
1220 TREASURE LAKE
DUBOIS, PA 15801

SHAWN M. THOMASON
314 GALLOWAY ROAD F/K/A
1220 TREASURE LAKE
DUBOIS, PA 15801

MIDFIRST BANK,

PLAINTIFF

VS.

MARK C. THOMASON

SHAWN M. THOMASON,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2006-01255-CD

IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s)

MARK C. THOMASON AND SHAWN M. THOMASON for failure to plead to the above action

within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as

follows:

Unpaid Principal Balance	\$55,956.02
Interest	\$2,599.12
Per diem of \$12.26	
From 02/01/2006	
To 09/01/2006	
Accumulated Late Charges	\$227.59
Late Charges	\$205.52
(\$29.36 per month to	
09/01/2006)	
Escrow Deficit	\$252.03
5% Attorney's Commission	\$2,797.80
TOTAL	\$62,038.08

**Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2006-01255-CD

IN MORTGAGE FORECLOSURE

PRAECLP FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

TO THE PROTHONOTARY:

Issue a Writ of Execution in the above matter on the real estate located at **314 GALLOWAY ROAD F/K/A 1220 TREASURE LAKE, DUBOIS, PA 15801** as follows:

Unpaid Principal Balance	\$55,956.02
Interest	\$735.60
Per diem of \$12.26	
To 11/01/06	
Late Charges	\$58.72
(\$29.36 per month to 11/01/06)	
Escrow Deficit	\$2,000.00

TOTAL WRIT **\$64,832.40**

****Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

~~LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178~~

Dated: September 18, 2006

Attached is a description of the real estate.

FILED
SEP 20 2008
12:30 PM
William A. Shaw
rothonotary/Clerk of Courts
N O CEN COPIES
6 WHTS TO SHAW, C.

ALL THOSE TWO CERTAIN tracts of land designated as Lot No. 289 and Lot No. 290, Section No. 17, "San Salvador" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Misc. Docket Map File No. 25.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 314 GALLOWAY ROAD
F/K/A 1220 TREASURE LAKE, DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Daniel Scott Waters and Susan Brilah Waters, husband and wife, by deed dated 1/18/94 and recorded in Clearfield County Deed Book 1584 Page 53, granted and conveyed unto Mark C. Thomason and Shawn M. Thomason.

Map #128-C02-017-289
Control #128083066

MIDFIRST BANK,
PLAINTIFF
VS.
MARK C. THOMASON
SHAWN M. THOMASON,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 2006-01255-CD
IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **314 GALLOWAY ROAD F/K/A 1220 TREASURE LAKE, DUBOIS, PA 15801**:

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

MARK C. THOMASON
314 GALLOWAY ROAD F/K/A
1220 TREASURE LAKE
DUBOIS, PA 15801

SHAWN M. THOMASON
314 GALLOWAY ROAD F/K/A
1220 TREASURE LAKE
DUBOIS, PA 15801

FILED
SEP 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**

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

Treasure Lake
Property Owners Association
13 Treasure Lake
Dubois, PA 15801

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

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

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: **UNKNOWN**

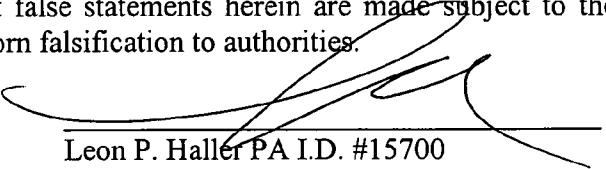
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
314 GALLOWAY ROAD F/K/A
1220 TREASURE LAKE
DUBOIS, PA 15801

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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.


Leon P. Haller PA I.D. #15700

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

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

MidFirst Bank,

Vs.

NO.: 2006-01255-CD

Mark C. Thomason,
Shawn M. Thomason,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from MARK C. THOMASON, SHAWN M. THOMASON, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Sheet.
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$55,959.02
INTEREST: \$per diem of \$12.26 to 11-01-06
\$735.60

PROTHONOTARY'S COSTS PAID: \$125.00
SHERIFF: \$
LATE CHARGES \$29.36 per month to 11-01-06
\$58.72
ESCROW DEFICIT \$2,000.00
OTHER COSTS: \$

ATTY'S COMM: \$
DATE: 09/20/2006

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

Sheriff



William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102
717-234-4178

ALL THOSE TWO CERTAIN tracts of land designated as Lot No. 289 and Lot No. 290, Section No. 17, "San Salvador" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Misc. Docket Map File No. 25.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 314 GALLOWAY ROAD
F/K/A 1220 TREASURE LAKE, DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Daniel Scott Waters and Susan Brilah Waters, husband and wife, by deed dated 1/18/94 and recorded in Clearfield County Deed Book 1584 Page 53, granted and conveyed unto Mark C. Thomason and Shawn M. Thomason.

Map #128-C02-017-289
Control #128083066

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20453
NO: 06-1255-CD

PLAINTIFF: MIDFIRST BANK
vs.
DEFENDANT: MARK C. THOMASON AND SHAWN M. THOMASON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/20/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/08/2007

DATE DEED FILED **NOT SOLD**

DETAILS

@ SERVED MARK C. THOMASON

NOW, SEPTEMBER 27, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE FORECLOSURE PROCEEDINGS AND DO NOT SCHEDULE A SHERIFF SALE.

@ SERVED SHAWN M. THOMASON

FILED NO
01/25/07
JAN 09 2007
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20453
NO: 06-1255-CD

PLAINTIFF: MIDFIRST BANK

vs.

DEFENDANT: MARK C. THOMASON AND SHAWN M. THOMASON

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$15.39

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

MidFirst Bank,

Vs.

NO.: 2006-01255-CD

Mark C. Thomason,
Shawn M. Thomason,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due MIDFIRST BANK, Plaintiff(s) from MARK C. THOMASON, SHAWN M. THOMASON, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Sheet.

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$55,959.02
INTEREST: \$per diem of \$12.26 to 11-01-06
\$735.60

ATTY'S COMM: \$
DATE: 09/20/2006

PROTHONOTARY'S COSTS PAID: \$125.00
SHERIFF: \$
LATE CHARGES \$29.36 per month to 11-01-06
\$58.72
ESCROW DEFICIT \$2,000.00
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 20th day
of September A.D. 2006
At 3:00 A.M./P.M.

Cynthia Hawkins
Sheriff by Cynthia Butterbaugh

Requesting Party: Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102
717-234-4178

ALL THOSE TWO CERTAIN tracts of land designated as Lot No. 289 and Lot No. 290, Section No. 17, "San Salvador" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Misc. Docket Map File No. 25.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 314 GALLOWAY ROAD
F/K/A 1220 TREASURE LAKE, DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Daniel Scott Waters and Susan Brilah Waters, husband and wife, by deed dated 1/18/94 and recorded in Clearfield County Deed Book 1584 Page 53, granted and conveyed unto Mark C. Thomason and Shawn M. Thomason.

Map #128-C02-017-289
Control #128083066

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MARK C. THOMASON NO. 06-1255-CD

NOW, January 08, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Mark C. Thomason And Shawn M. Thomason to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	55,959.02
MILEAGE		INTEREST @ 12.2600	0.00
LEVY		FROM TO	
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	58.72
CSDS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	0.39	ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	40.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	2,000.00
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	735.60
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY		TOTAL DEBT AND INTEREST	\$58,793.34
BID/SETTLEMENT AMOUNT			
RETURNS/DEPUTIZE			
COPIES			
BILLING/PHONE/FAX		COSTS:	
CONTINUED SALES		ADVERTISING	0.00
MISCELLANEOUS		TAXES - COLLECTOR	
TOTAL SHERIFF COSTS	\$15.39	TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	15.39
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$15.39

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