

06-1477-CD

Washington Mutual vs Linda Kauffmann

2006-1477-CD

Washington Mutual et al vs Linda Kauffmann

SHAPIRO & KREISMAN, LLC
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S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann
530 First Street
Dubois, PA 15801

DEFENDANT

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

NOTICE

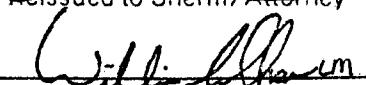
YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

November 15, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

March 21, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED Aug 14 2006
M 14:00 PM
SEP 11 2006
2cc Shff
William A. Shaw
Prothonotary/Clerk of Courts

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

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1270 Northland Drive, Suite 200
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PLAINTIFF

VS.

Linda Kaufmann

530 First Street

Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, the address of which is, 1270 Northland Drive, Suite 200, Mendota Heights, MN 55120, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: Towne & Country Mortgage Corp.

Mortgagor(s): Linda Kaufmann

(b) Date of Mortgage: July 28, 1999

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Instrument #199912760

Date: August 2, 1999

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Towne & Country Mortgage Corp.

Assignee: PNC Mortgage Corp. of America

Date of Assignment: July 28, 1999

Recording Date: August 2, 1999

Instrument #199912761

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 530 First Street, Dubois, Pa 15801 and is more specifically described as attached as part of Exhibit "A."
4. The name and mailing address of each Defendant is:
Linda Kaufmann, 530 First Street, Dubois, PA 15801.
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of March 1, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of August 31, 2006:

Principal of Mortgage debt due and unpaid	\$41,563.36
Interest currently due and owing at 8% per annum calculated from February 1, 2006 at \$9.11 each day	\$1,931.32
Late Charge of \$21.13 per month assessed on the 16th of each month from March 16, 2006 to August 16, 2006, (6 Months)	\$126.78
Escrow Advances made by Plaintiff	\$247.35
Accrued Late Charges	\$324.14
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$2,078.17
<u>TOTAL</u>	\$46,521.12

8. Interest accrues at a per diem rate of 9.11 each day after August 31, 2006, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Mortgage.
9. The attorneys' 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 attorneys' fees will be charged based on work actually performed.
10. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and demand for payment was sent to each individual Defendant by Certified and Regular Mail. Copies of the Notice are attached as Exhibit "B."
11. The Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. § 1707-1715z-18). Accordingly, the Homeowners' Emergency Assistance Act of 1983, 35 P.S. § 1680.402c is not applicable.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against the Defendant, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 9/7/06

BY: Marcia Tim
Attorney for Plaintiff

S & K File No. 06-27381

KAREN L. STACK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199912760
RECORDED IN
AUG 02, 1999
3:13:16 PM

Parcel Number: 028-000-09466

Loan #02-42-17337

(Space Above This Line For Recording Data)

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.
442-2062604-703

THIS MORTGAGE ("Security Instrument") is given on July 28, 1999
The Mortgagor is

LINDA KAUPMANN, UNMARRIED

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

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania, and
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642
("Lender"). Borrower owes Lender the principal sum of
Forty-Four Thousand Eight Hundred Eighty-Seven and NO/100

Dollars (U.S. \$ 44,887.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2029
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

442-4R (PA) (4404) 01

VMI MORTGAGE FORMS - (800) 921-7282

Page 1 of 8

Initials: BB



Exhibit "A"

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM LINDA KAUFMANN ,
UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED July 28, 1999 AND COVERING PROPERTY
KNOWN AS 530 FIRST STREET, DUBOIS, PA 15801.

ALL that certain lot or piece of land situate, lying and being in the City of Dubois,
Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

NORTH by Lot No. 64; East by an Alley; South by Lot No. 63; and West by First Street
and being 50 feet wide on First Street and the Alley by 150 feet from First Street to
said Alley. Known as Lot No. 63-1/2 in the John E. Dubois plot of lots to the City of
Dubois.

BEING the same property which DORIS LARUE CRONISTER, also known as LARUE WING
CRONSITER, widow, JEFFREY LAWRENCE WAUGH and LORI A. WAUGH, husband and wife, and
SALLY McGRAW, single, by their deed dated July 15, 1999 and to be recorded herewith,
granted and conveyed to LINDA KAUFMANN, unmarried, the Mortgagor herein.

LK

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in City of Dubois, Clearfield County, Pennsylvania:

(SEE ATTACHED ADDENDUM)

which has the address of 530 FIRST STREET, Dubois [Street, City],
Pennsylvania 15801 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasesholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment default, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

21. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other [specify]
ADDENDUM

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

Witnesses:

Elizabeth S. Pavlock

Linda Kaufmann

(Seal)
-Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642.

Witness my hand this 28th day of July

1999

Elizabeth S. Pavlock

Agent of Lender
County as:

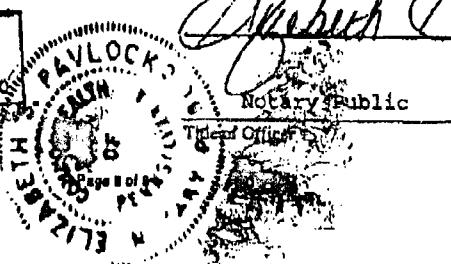
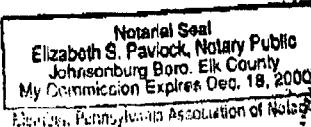
COMMONWEALTH OF PENNSYLVANIA, Westmoreland

On this, 28th day of July 1999, before me, the undersigned officer,

LINDA KAUFMANN

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

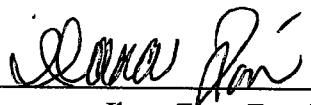


VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY: 
Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 9/7/06

FILED

SEP 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
W08
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

PLAINTIFF

VS.

Linda Kaufmann
DEFENDANT(S)

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification to the Complaint in the above-captioned civil
action.

Respectfully Submitted,
SHAPIRO & KREISMAN

BY:

Ilana Zion
Ilana Zion, Esquire
Attorneys for Plaintiff

FILED

OCT 18 2006
m 11:25 AM
William A. Shaw
Prothonotary/Clerk of Courts
GW
I cert to Attn

Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America v. Linda Kaufmann

VERIFICATION

The undersigned is Assistant Vice President of Washington Mutual Bank on behalf of Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Washington Mutual Bank, on behalf of Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America

Date: 9-8-06

Amy Weis
Name: Amy Weis
Title: AVP
Company: WMB

Loan: 5242173374
06-27381

Prothonotary/Clerk of Courts
William A. Shaw

OCT 18 2006

FILED

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

vs.

Linda Kaufmann
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

PRAECIPE FOR REINSTATEMENT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

SHAPIRO & KREISMAN, LLC

BY:

Ilana Zion
Ilana Zion, Esquire
Attorney for Plaintiff

FILED pd #7.00 A/H
M/11:50 cm ICC reinstated to
NOV 15 2006 Shff

William A. Shaw
Prothonotary/Clerk of Courts

COPY

FILED

4:00
SEP 1 2006

William A. Shaw
Notary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
MEGAN D.H. SMITH, ESQ., ATTORNEY I.D. NO. 84047
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann

530 First Street

Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: *06-1477-CD*

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
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3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann

530 First Street

Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, the address of which is, 1270 Northland Drive, Suite 200, Mendota Heights, MN 55120, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: Towne & Country Mortgage Corp.

Mortgagor(s): Linda Kaufmann

(b) Date of Mortgage: July 28, 1999

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Instrument #199912760

Date: August 2, 1999

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Towne & Country Mortgage Corp.

Assignee: PNC Mortgage Corp. of America

Date of Assignment: July 28, 1999

Recording Date: August 2, 1999

Instrument #199912761

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 530 First Street, Dubois, Pa 15801 and is more specifically described as attached as part of Exhibit "A."
4. The name and mailing address of each Defendant is:
Linda Kaufmann, 530 First Street, Dubois, PA 15801.
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of March 1, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of August 31, 2006:

Principal of Mortgage debt due and unpaid	\$41,563.36
Interest currently due and owing at 8% per annum calculated from February 1, 2006 at \$9.11 each day	\$1,931.32
Late Charge of \$21.13 per month assessed on the 16th of each month from March 16, 2006 to August 16, 2006, (6 Months)	\$126.78
Escrow Advances made by Plaintiff	\$247.35
Accrued Late Charges	\$324.14
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$2,078.17
<u>TOTAL</u>	\$46,521.12

8. Interest accrues at a per diem rate of 9.11 each day after August 31, 2006, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Mortgage.
9. The attorneys' 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 attorneys' fees will be charged based on work actually performed.
10. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and demand for payment was sent to each individual Defendant by Certified and Regular Mail. Copies of the Notice are attached as Exhibit "B."
11. The Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. § 1707-1715z-18). Accordingly, the Homeowners' Emergency Assistance Act of 1983, 35 P.S. § 1680.402c is not applicable.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against the Defendant, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 9/7/06

BY: Hana Jirin
Attorney for Plaintiff

S & K File No. 06-27381

KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199912760
RECORDED ON
AUG 02, 1999
3:13:16 PM

Parcel Number: 028-000-09466

Loan #02-42-17337

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.
442-2062604-703

THIS MORTGAGE ("Security Instrument") is given on July 28, 1999
The Mortgagor is
LINDA KAUFMANN, UNMARRIED

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

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania, and
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642
("Lender"). Borrower owes Lender the principal sum of
Forty-Four Thousand Eight Hundred Eighty-Seven and NO/100
Dollars (U.S. \$ 44,887.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2029
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

44-4R(PA) (9604)01

VMI MORTGAGE FORMS - (800)521-7001

Page 1 of 8

Initials: BB



Exhibit "A"

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM LINDA KAUFMANN ,
UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED July 28, 1999 AND COVERING PROPERTY
KNOWN AS 530 FIRST STREET, DUBOIS, PA 15801.

ALL that certain lot or piece of land situate, lying and being in the City of Dubois,
Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

NORTH by Lot No. 64; East by an Alley; South by Lot No. 63; and West by First Street
and being 50 feet wide on First Street and the Alley by 150 feet from First Street to
said Alley. Known as Lot No. 63-1/2 in the John E. Dubois plot of lots to the City of
Dubois.

BEING the same property which DORIS LARUE CRONISTER, also known as LARUE WING
CRONISTER, widow, JEFFREY LAWRENCE WAUGH and LORI A. WAUGH, husband and wife, and
SALLY McGRAW, single, by their deed dated July 15, 1999 and to be recorded herewith,
granted and conveyed to LINDA KAUFMANN, unmarried, the Mortgagor herein.

Lk

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in City of Dubois, Clearfield County, Pennsylvania:

(SEE ATTACHED ADDENDUM)

which has the address of 530 FIRST STREET, Dubois [Street, City],
Pennsylvania 15601 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstate. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

21. Reinstate Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other (specify)
ADDENDUM

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

Witnesses:

Elizabeth S. Pavlock

Linda Kaupmann

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of
the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642.

Witness my hand this 28th day of July

1999

Elizabeth S. Pavlock

Agent of Lender
County ss:

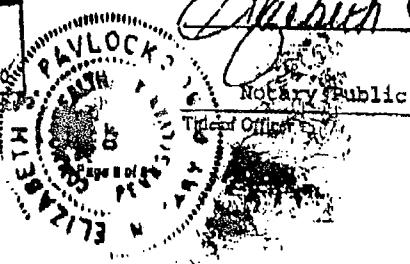
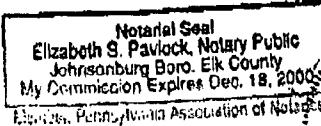
COMMONWEALTH OF PENNSYLVANIA, Westmoreland

On this, 28th day of July, 1999, before me, the undersigned officer,

LINDA KAUPMANN

person whose name is subscribed to the within instrument and acknowledged that she
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY: Ilana Zion

Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 9/7/06

FILED

NOV 15 2006

William A. Shaw
Prothonotary/Clerk of Courts



SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
KEVIN DISKIN+
Managing Attorney
DANIELLE BOYLE-EBERSOLE +
LAUREN R. TABAS +
ILANA ZION
+ Also Licensed in New Jersey

Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America vs.
Linda Kaufmann
Praecipe for Reinstatement
Civil Action No. 06-1477-CD
S & K File No. 06-27381

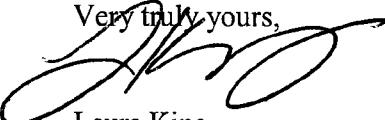
Sir/Madam:

In connection with the above-captioned matter, enclosed please find the following:

1. Praecipe for Reinstatement; and,
2. Copy of the first page of the Complaint to be stamped reinstated and returned in the enclosed self-addressed stamped envelope.
3. Please forward one copy of the reinstated Complaint along with the enclosed Sheriff's package to the Sheriff's office.

Your assistance in this matter is greatly appreciated.

Very truly yours,


Laura King
Legal Assistant

Enclosures

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **101918**

WASHINGTON MUTUAL BANK

Case # 06-1477-CD

vs.

LINDA KAUFMANN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 12, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LINDA KAUFMANN, DEFENDANT. 530 FIRST ST., DUBOIS, PA. "EMPTY".

SERVED BY: /

FILED
013:3720N
DEC 12 2006
LM

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **101918**

WASHINGTON MUTUAL BANK

Case # **06-1477-CD**

vs.

LINDA KAUFMANN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 12, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANT, DEFENDANT. 530 FIRST ST., DUBOIS, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101918
NO: 06-1477-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
VS.
DEFENDANT: LINDA KAUFMANN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	171539	20.00
SHERIFF HAWKINS	SHAPIRO	171539	35.91

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

SHAPIRO & KREISMAN, LLC

BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
MEGAN D.H. SMITH, ESQ., ATTORNEY I.D. NO. 84047
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

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

SEP 11 2006

Attest.

William Schaefer
Prothonotary/
Clerk of Courts

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann
530 First Street
Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: *06-1477-CD*

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
MEGAN D.H. SMITH, ESQ., ATTORNEY I.D. NO. 84047
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann
530 First Street
Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, the address of which is, 1270 Northland Drive, Suite 200, Mendota Heights, MN 55120, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: Towne & Country Mortgage Corp.

Mortgagor(s): Linda Kaufmann

(b) Date of Mortgage: July 28, 1999

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Instrument #199912760

Date: August 2, 1999

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Towne & Country Mortgage Corp.

Assignee: PNC Mortgage Corp. of America

Date of Assignment: July 28, 1999

Recording Date: August 2, 1999

Instrument #199912761

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 530 First Street, Dubois, Pa 15801 and is more specifically described as attached as part of Exhibit "A."
4. The name and mailing address of each Defendant is:
Linda Kaufmann, 530 First Street, Dubois, PA 15801.
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of March 1, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of August 31, 2006:

Principal of Mortgage debt due and unpaid	\$41,563.36
Interest currently due and owing at 8% per annum calculated from February 1, 2006 at \$9.11 each day	\$1,931.32
Late Charge of \$21.13 per month assessed on the 16th of each month from March 16, 2006 to August 16, 2006, (6 Months)	\$126.78
Escrow Advances made by Plaintiff	\$247.35
Accrued Late Charges	\$324.14
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$2,078.17
<u>TOTAL</u>	\$46,521.12

8. Interest accrues at a per diem rate of 9.11 each day after August 31, 2006, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Mortgage.
9. The attorneys' 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 attorneys' fees will be charged based on work actually performed.
10. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and demand for payment was sent to each individual Defendant by Certified and Regular Mail. Copies of the Notice are attached as Exhibit "B."
11. The Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. § 1707-1715z-18). Accordingly, the Homeowners' Emergency Assistance Act of 1983, 35 P.S. § 1680.402c is not applicable.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against the Defendant, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 9/7/06

BY: Elana J. Jin
Attorney for Plaintiff

S & K File No. 06-27381

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199912760
RECORDED IN
AUG 02, 1999
3:13:16 PM

RECORDING FEES - \$23.00
RECORDER
COUNTY IMPROVEMENT FUND
RECORDER
IMPROVEMENT FUND
STATE MRT TAX
TOTAL

\$0.50	\$25.50
--------	---------

Parcel Number: 028-000-09466

Loan #02-42-17337

(Space Above This Line For Recording Data)

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.
442-2062604-703

THIS MORTGAGE ("Security Instrument") is given on July 28, 1999
The Mortgagor is

LINDA KAUPMANN, UNMARRIED

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

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania, and
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642
("Lender"). Borrower owes Lender the principal sum of
Forty-Four Thousand Eight Hundred Eighty-Seven and NO/100
Dollars (U.S. \$ 44,887.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2029
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

44-4R(PA) (44041.01)

VMI MORTGAGE FORMS • (800)521-7847

Page 1 of 8

Initials: BB



Exhibit "A"

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM LINDA KAUFMANN ,
UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED July 28, 1999 AND COVERING PROPERTY
KNOWN AS 530 FIRST STREET, DUBOIS, PA 15801.

ALL that certain lot or piece of land situate, lying and being in the City of Dubois,
Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

NORTH by Lot No. 64; East by an Alley; South by Lot No. 63; and West by First Street
and being 50 feet wide on First Street and the Alley by 150 feet from First Street to
said Alley. Known as Lot No. 63-1/2 in the John E. Dubois plot of lots to the City of
Dubois.

BEING the same property which DORIS LARUE CRONISTER, also known as LARUE WING
CRONSITER, widow, JEFFREY LAWRENCE WAUGH and LORI A. WAUGH, husband and wife, and
SALLY McGRAW, single, by their deed dated July 15, 1999 and to be recorded herewith,
granted and conveyed to LINDA KAUFMANN, unmarried, the Mortgagor herein.

LH

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in City of Dubois, Clearfield County, Pennsylvania:

(SEE ATTACHED ADDENDUM)

which has the address of 530 FIRST STREET, Dubois [Street, City], Pennsylvania 15801 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charge to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment default, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other (specify)
ADDENDUM

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

Elizabeth S. Pavlock

Linda Kaufmann

(Seal)
-Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of
the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642.

Witness my hand this 28th day of July

1999

Elizabeth S. Pavlock

Agent of Lender
County ss:

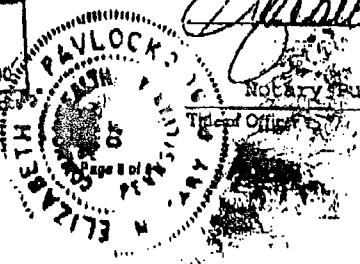
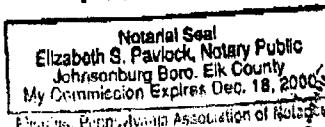
COMMONWEALTH OF PENNSYLVANIA, Westmoreland

On this, 28th day of July, 1999, before me, the undersigned officer,

LINDA KAUFMANN

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



4R(PA) (0404.01)

VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY: Ilana Zion

Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 9/7/06

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
MEGAN D.H. SMITH, ESQ., ATTORNEY I.D. NO. 84047
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann

530 First Street

Dubois, PA 15801

DEFENDANT

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

SEP 11 2006

Attest.

William L. Chas
Prothonotary/
Clerk of Courts

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: *06-1477-CD*

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
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Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann
530 First Street
Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, the address of which is, 1270 Northland Drive, Suite 200, Mendota Heights, MN 55120, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:
Mortgagee: Towne & Country Mortgage Corp.
Mortgagor(s): Linda Kaufmann
- (b) Date of Mortgage: July 28, 1999
- (c) Place and Date of Record of Mortgage:
Recorder of Deeds
Clearfield County
Instrument #199912760
Date: August 2, 1999
The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.
- (d) Assignments:
Assignor: Towne & Country Mortgage Corp.
Assignee: PNC Mortgage Corp. of America
Date of Assignment: July 28, 1999
Recording Date: August 2, 1999
Instrument #199912761

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 530 First Street, Dubois, Pa 15801 and is more specifically described as attached as part of Exhibit "A."
4. The name and mailing address of each Defendant is:
Linda Kaufmann, 530 First Street, Dubois, PA 15801.
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of March 1, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of August 31, 2006:

Principal of Mortgage debt due and unpaid	\$41,563.36
Interest currently due and owing at 8% per annum calculated from February 1, 2006 at \$9.11 each day	\$1,931.32
Late Charge of \$21.13 per month assessed on the 16th of each month from March 16, 2006 to August 16, 2006, (6 Months)	\$126.78
Escrow Advances made by Plaintiff	\$247.35
Accrued Late Charges	\$324.14
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$2,078.17
<u>TOTAL</u>	\$46,521.12

8. Interest accrues at a per diem rate of 9.11 each day after August 31, 2006, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Mortgage.
9. The attorneys' 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 attorneys' fees will be charged based on work actually performed.
10. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and demand for payment was sent to each individual Defendant by Certified and Regular Mail. Copies of the Notice are attached as Exhibit "B."
11. The Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. § 1707-1715z-18). Accordingly, the Homeowners' Emergency Assistance Act of 1983, 35 P.S. § 1680.402c is not applicable.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against the Defendant, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 9/7/06

BY: Maria Jim
Attorney for Plaintiff

S & K File No. 06-27381

KAREN L. STACK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199912760
RECORDED IN
AUG 02, 1999
3:13:16 PM

Parcel Number: 028-000-09466

Loan #02-42-17337

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.
442-2062604-703

THIS MORTGAGE ("Security Instrument") is given on **July 28, 1999**
The Mortgagor is

LINDA KAUPMANN, UNMARRIED

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

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania and
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642
(("Lender"). Borrower owes Lender the principal sum of
Forty-Four Thousand Eight Hundred Eighty-Seven and NO/100

Dollars (U.S. \$ 44,887.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on **August 1, 2029**

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

442-4R (PA) (0604) 01

VMP MORTGAGE FORMS • (800)521-7047

Page 1 of 8

Initials: BD



Exhibit "A"

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM LINDA KAUFMANN ,
UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED July 28, 1999 AND COVERING PROPERTY
KNOWN AS 530 FIRST STREET, DUBOIS, PA 15801.

ALL that certain lot or piece of land situate, lying and being in the City of Dubois,
Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

NORTH by Lot No. 64; East by an Alley; South by Lot No. 63; and West by First Street
and being 50 feet wide on First Street and the Alley by 150 feet from First Street to
said Alley. Known as Lot No. 63-1/2 in the John E. Dubois plot of lots to the City of
Dubois.

BEING the same property which DORIS LARUE CRONISTER, also known as LaRUE WING
CRONSITER, widow, JEFFREY LAWRENCE WAUGH and LORI A. WAUGH, husband and wife, and
SALLY McGRAW, single, by their deed dated July 15, 1999 and to be recorded herewith,
granted and conveyed to LINDA KAUFMANN, unmarried, the Mortgagor herein.

LH

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in City of Dubois, Clearfield County, Pennsylvania:

(SEE ATTACHED ADDENDUM)

which has the address of **530 FIRST STREET, Dubois** [Street, City],
Pennsylvania 15801 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment default, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other [specify]
ADDENDUM

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

Witnesses:

Elizabeth S. Pavlock

Linda Kaufmann

(Seal)
-Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642.

Witness my hand this 28th day of July

1999

Elizabeth S. Pavlock

Agent of Lender
County ss:

COMMONWEALTH OF PENNSYLVANIA, Westmoreland

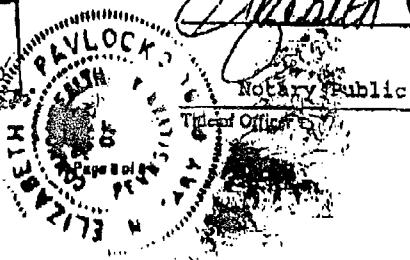
On this, 28th day of July, 1999, before me, the undersigned officer,

LINDA KAUFMANN

person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

Notarial Seal
Elizabeth S. Pavlock, Notary Public
Johnstown Boro. Elk County
My Commission Expires Dec. 18, 2005
Elk County Pennsylvania Association of Notaries



4R(PA) (9604.01)

VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY: 

Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 9/7/06

FILED

DEC 12 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102149**

WASHINGTON MUTUAL BANK successor

Case # **06-1477-CD**

vs.

LINDA KAUFMANN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE & PRAECIPE

SHERIFF RETURNS

NOW February 13, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & PRAECIPE "NOT FOUND" AS TO LINDA KAUFMANN, DEFENDANT. MOVED FROM 11 NORTH 4TH ST., DUBOIS, PA..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	176672	10.00
SHERIFF HAWKINS	SHAPIRO	176672	21.91

FILED
02/14/2007
CM
FEB 14 2007

Sworn to Before me This

____ Day of 2007

So Answers,

William A. Shaw
Prothonotary/Clerk of Courts

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

vs.

Linda Kaufmann
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

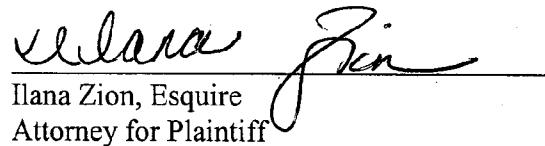
PRAECIPE FOR REINSTATEMENT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

SHAPIRO & KREISMAN, LLC

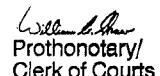
BY:


Ilana Zion, Esquire
Attorney for Plaintiff

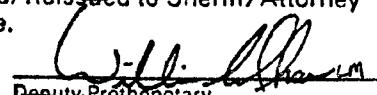
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 15 2006

Attest.


Prothonotary/
Clerk of Courts

November 15, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

COPY

FILED
4:00
SEP 1 2006
William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
MEGAN D.H. SMITH, ESQ., ATTORNEY I.D. NO. 84047
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann
530 First Street
Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: *06-1477-CD*

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ., ATTORNEY I.D. NO. 86727
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
MEGAN D.H. SMITH, ESQ., ATTORNEY I.D. NO. 84047
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann

530 First Street

Dubois, PA 15801

DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, the address of which is, 1270 Northland Drive, Suite 200, Mendota Heights, MN 55120, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: Towne & Country Mortgage Corp.

Mortgagor(s): Linda Kaufmann

(b) Date of Mortgage: July 28, 1999

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Instrument #199912760

Date: August 2, 1999

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Towne & Country Mortgage Corp.

Assignee: PNC Mortgage Corp. of America

Date of Assignment: July 28, 1999

Recording Date: August 2, 1999

Instrument #199912761

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 530 First Street, Dubois, Pa 15801 and is more specifically described as attached as part of Exhibit "A."
4. The name and mailing address of each Defendant is:
Linda Kaufmann, 530 First Street, Dubois, PA 15801.
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of March 1, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of August 31, 2006:

Principal of Mortgage debt due and unpaid	\$41,563.36
Interest currently due and owing at 8% per annum calculated from February 1, 2006 at \$9.11 each day	\$1,931.32
Late Charge of \$21.13 per month assessed on the 16th of each month from March 16, 2006 to August 16, 2006, (6 Months)	\$126.78
Escrow Advances made by Plaintiff	\$247.35
Accrued Late Charges	\$324.14
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$2,078.17
<u>TOTAL</u>	\$46,521.12

8. Interest accrues at a per diem rate of 9.11 each day after August 31, 2006, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Mortgage.
9. The attorneys' 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 attorneys' fees will be charged based on work actually performed.
10. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and demand for payment was sent to each individual Defendant by Certified and Regular Mail. Copies of the Notice are attached as Exhibit "B."
11. The Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. § 1707-1715z-18). Accordingly, the Homeowners' Emergency Assistance Act of 1983, 35 P.S. § 1680.402c is not applicable.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against the Defendant, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 9/7/06

BY: Marc J. Sim
Attorney for Plaintiff

S & K File No. 06-27381

KAREN L. STARN
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199912760
RECORDED ON
AUG 02, 1999
3:13:16 PM
RECORDING FEES - \$21.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE MORT TAX \$0.50
TOTAL \$25.50

Parcel Number: 028-000-09466

Loan #02-42-17337

— [Space Above Title Line For Recording Data] —

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.
442-2062604-703

THIS MORTGAGE ("Security Instrument") is given on July 28, 1999
The Mortgagor is

LINDA KAUPMANN, UNMARRIED

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

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania, and
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642
(("Lender"). Borrower owes Lender the principal sum of
Forty-Four Thousand Eight Hundred Eighty-Seven and NO/100
Dollars (U.S. \$ 44,887.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2029
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96
44-4R(PA) (9404) 01
VMI MORTGAGE FORMS - (800) 821-7400
Page 1 of 1 Initials: SD



Exhibit "A"

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM LINDA KAUFMANN ,
UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED July 28, 1999 AND COVERING PROPERTY
KNOWN AS 530 FIRST STREET, DUBOIS, PA 15801.

ALL that certain lot or piece of land situate, lying and being in the City of Dubois,
Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

NORTH by Lot No. 64; East by an Alley; South by Lot No. 63; and West by First Street
and being 50 feet wide on First Street and the Alley by 150 feet from First Street to
said Alley. Known as Lot No. 63-1/2 in the John E. Dubois plot of lots to the City of
Dubois.

BEING the same property which DORIS LARUE CRONISTER, also known as LARUE WING
CRONISTER, widow, JEFFREY LAWRENCE WAUGH and LORI A. WAUGH, husband and wife, and
SALLY McGRAW, single, by their deed dated July 15, 1999 and to be recorded herewith,
granted and conveyed to LINDA KAUFMANN, unmarried, the Mortgagor herein.

Lk

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in City of Dubois, Clearfield County, Pennsylvania:

(SEE ATTACHED ADDENDUM)

which has the address of 530 FIRST STREET, Dubois [Street, City],
Pennsylvania 15801 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

Elizabeth S. Pavlock

Linda Kaufmann

LINDA KAUFMANN

(Seal)
-Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of
the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 6, NORTH HUNTINGDON, PA 15642.

Witness my hand this 28th day of July

1999

Elizabeth S. Pavlock

Agent of Lender
County of:

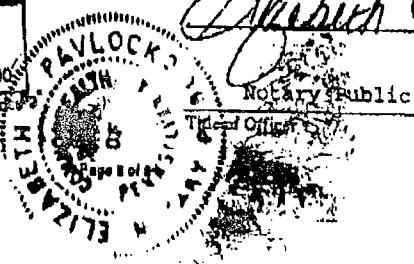
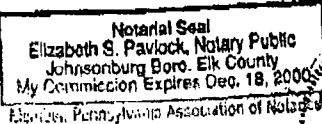
COMMONWEALTH OF PENNSYLVANIA, Westmoreland

On this, 28th day of July, 1999, before me, the undersigned officer,

LINDA KAUFMANN

person whose name is subscribed to the within instrument and acknowledged that she
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY: Ilana Zion

Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 9/7/06

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

WASHINGTON MUTUAL BANK,
Successor in interest to PNC
Mortgage Corp of America
Plaintiff

vs

No. 2006-1477 -CD

LINDA KAUFMANN,
Defendant

* Type of Case: Foreclosure

* Type of Pleading: Motion for
* Service Pursuant to Special
* Order
* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:

* SHAPIRO & KREISMAN, LLC
* Supreme Court I.D. # 87137
* 3600 Horizon Drive
* Suite 150
* King of Prussia, PA 19406
* 610 278-6800

* Filed by:

* Chris A. Pentz, Esquire
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* 814 765-4000

Date: 3/8/07

FILED *sec*
03/08/07 Atty Pentz
MAR 08 2007
(60)

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

VS.

Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

**MOTION FOR SERVICE PURSUANT
TO SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, SHAPIRO & KREISMAN, LLC, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure, Notice of Sale and all subsequent pleadings that require personal service only, upon the above-captioned Defendant, by regular mail and certified mail to the last known addresses of Linda Kaufmann, only which are 530 First Street, Dubois, PA 15801 and 11 N. 4th Street, Dubois, PA 15801, and by posting of the subject premises located at 530 First Street, Dubois, PA 15801, and in support thereof avers the following:

1. The Sheriff has been unable to serve the Complaint in Mortgage Foreclosure.

Further attempts at personal service would not be successful. A true and correct copy of the Sheriff's Return of Service is attached hereto and marked as Exhibit "A".

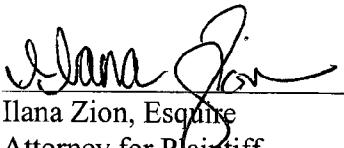
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results there from is attached hereto and marked as Exhibit "B".

3. The last known addresses of the Defendant is as set forth in Exhibits "A" and "B".

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint in Mortgage Foreclosure, Notice of Sale and all subsequent pleadings that require personal service only, upon the above named Defendant, Linda Kaufmann, by regular mail and certified mail to the last known addresses of the Defendant, Linda Kaufmann, only which are 530 First Street, Dubois, PA 15801 and 11 N. 4th Street, Dubois, PA 15801, and by posting of the subject property located at 530 First Street, Dubois, PA 15801.

SHAPIRO & KREISMAN, LLC

BY:


Ilana Zion, Esquire
Attorney for Plaintiff

06-27381

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket #

101918

WASHINGTON MUTUAL BANK

Case #

06-1477-CD

vs.

LINDA KAUFMANN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 12, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LINDA KAUFMANN, DEFENDANT. 530 FIRST ST., DUBOIS, PA. "EMPTY".

SERVED BY: /

EXHIBIT 'A'

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket #

101918

WASHINGTON MUTUAL BANK

Case # **06-1477-CD**

vs.

LINDA KAUFMANN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 12, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANT, DEFENDANT. 530 FIRST ST., DUBOIS, PA. "EMPTY".

SERVED BY: /

86-27381

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102149**

WASHINGTON MUTUAL BANK successor

Case # 06-1477-CD

vs.

LINDA KAUFMANN

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE & PRAECIPE

SHERIFF RETURNS

NOW February 13, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & PRAECIPE "NOT FOUND" AS TO LINDA KAUFMANN, DEFENDANT. MOVED FROM 11 NORTH 4TH ST., DUBOIS, PA..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	176672	10.00
SHERIFF HAWKINS	SHAPIRO	176672	21.91

Sworn to Before me This

So Answers,

____ Day of _____ 2007



Chester A. Hawkins
Sheriff



Default Express Services, Inc.
13000 Route 73 Suite 107
Four Greentree Center
Marlton, NJ 08053
Phone: 856-985-3340
Fax: 856-985-3342
info@defaultexpress.com

06-27-06

File # 2819
Firm Shapiro & Kreisman
Subject: Linda Kaufmann
Current Address 530 First St. Dubois, PA 15801
Property Address 530 First St. Dubois, PA 15801
Mailing Address: 530 First St. Dubois, PA 15801

I Steven M. Ruffo, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above noted individual(s) 10/23/06 and have discovered the following

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

**Our search verified the following to be true and correct
Linda Kaufmann - 176-50-1105**

B. EMPLOYMENT SEARCH

Linda Kaufmann - Our Office was unable to verify the employment information on the credit report.

C. INQUIRY OF CREDITORS

On 10/23/06 our inquiry with the creditors indicate that Linda Kaufmann reside (s) at 530 First St. Dubois, PA 15801

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

On 10/23/06 our inquiry with the Directory Assistance indicated that Linda Kaufmann reside(s) at 530 First St. Dubois, PA 15801 non published. Our office could not reach the mortgagor due to the non published number.

III. INQUIRY OF NEIGHBORS

Using our Whitepages database on 10/23/06 we were unable to verify the current address with any of the Neighbors within ten houses of the above referenced subject.

IV. INQUIRY OF POSTOFFICE

A. NATIONAL ADDRESS UPDATE

Our inquiry with National Address database on 10/23/06 indicates the following is correct Linda Kaufmann - 530 First St. Dubois, PA 15801

B. ADDITIONAL ACTIVE MAILING ADDRESS

Per our inquiry with creditors on 10/23/06 the following is an active mailing address : 11 N. 4th St. Dubois, PA 15801

V. MOTOR VEHICLE REGISTRATION

A. MOTOR VEHICLE & DMV OFFICE

Per the Pennsylvania Department of motor vehicle Linda Kaufmann has a valid identification registered with the state.

EXHIBIT B

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 10/23/06 Vital records has no death records on file for Linda Kaufmann

B. PUBLIC LICENSES (PILOT, REAL ESTATE ETC.)

Our investigation could not find Public licenses/records for the mortgagor

C. COUNTY VOTER REGISTRATION

The Clearfield Cnty voter registration would only indicate a registration for Linda Kaufmann

D. INTERNET

All accessible public databases have been checked and cross-referenced for the above named individual(s).

E. TAX ASSESSMENT OFFICE

On 10/23/06 our office conducted a search of the following tax records which showed the following : See Attached

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

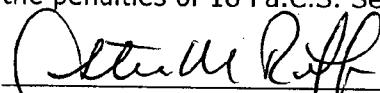
Linda Kaufmann - 2/18/61

B. A.K.A

Linda Kaufmann - none

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa.C.S. Sec 4904 relating to unsworn falsification to authorities.



AFFIANT Steven M.Ruffo

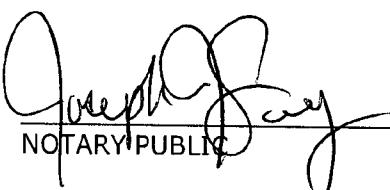
Default Express Services, INC. President

Sworn to and subscribed before me this **23th** day of **Oct** 2006

NOTARIAL SEAL

Joseph J. Sarocy

Notary Public of New Jersey
Commission Expires 10/20/2009



NOTARY PUBLIC



Default Express Services, Inc.
13000 Route 73 Suite 107
Four Greentree Center
Marlton, NJ 08053
Phone: 856.985.3340
Fax: 856.985.3342
info@defaultexpress.com

Report Results

SSN ISSUED-73

STATE ISSUED-PA

* 199 EQUIFAX INFORMATION SERVICES LLC,
,ATLANTA,GA,30374-0241,800/685-1111 P O BOX 740241,

*KAUFMANN,LINDA SINCE 07/14/87 FAD 03/31/06 FN-347
530,1ST,ST,DU BOIS,PA,15801,TAPE RPTD 11/99
11,N 4TH,ST,DU BOIS,PA,15801,DAT RPTD 04/99
BDS-02/18/1961,SSS-176-50-1105
01 ES-,PATRICIA BEARFIELD
02 EF-,CAIN CUSTOM DESIGN

Input Parameters
Reference Number = ;
Permissible Purpose = ;SI;;
Primary Subject = ;;;;;;;;;;XXXXX1105;;;

TRANSUNION SSN REPORT

FOR	MKT/SUB	INFILE	DATE	TIME
SBJ Y NJ0200302	13 PW	6/87	10/24/06	13:09CT
RPT ON	SSN	DOB		
KAUFMANN, LINDA	176-50-1105	2/61		
CURR/ADD	TEL#			
530 1ST ST., DU BOIS PA. 15801	RPTD	375-0442		
FRMR ADD	10/2000			
11 N. 4TH ST., DU BOIS PA. 15801	05/2000			
11 N. FPURTH ST., DU BOIS PA. 15801				
CURR EMP & ADD	PSTN	INCM	EMPDATE	RPTD
ICT GROUP	10/00R			
FRMR EMP & ADD				
D L GEER	10/88R			

*** INQUIRY ANALYSIS ***

DATE	SUBCODE	SUBNAME
09/11/2006	Y1301197	NCO GRP
KAUFMANN, LINDA		
530 1ST ST DU BOIS, PA 15801-3059		

END OF TRANSUNION REPORT

530 1st St
Du Bois PA 15801

Property Information

Owner(s)	Kaufmann Linda /	Parcel #	0073-028-000-09466-09367
Property	530 1st St Du Bois, PA 15801	Map Coord	
Mailing Addr	530 1st St Du Bois , PA 15801	Census Tract	3303.00
County Clearfield Owner Phone			
Legal	H / L #63 1/2		

Characteristics

Use	Residential (nec)	Year Built	Sq. Feet
Zoning		Lot Size	# of units
Bedrooms		Bathrooms	Fireplace
#Rooms		Quality	Heating
Pool/Spa	N	Air	Style
Stories		Improvements	Parking
Flood			
<hr/>			
Attributes			
Other			
<hr/>			
Property Sale Information			
Sale Date		\$/Sq. Ft.	2nd Mtg.
Sale Price		1st Loan	Prior Sale Amt.
Doc No.		Loan Type	Prior Sale Dt.
Doc Type		Xfer Date	Prior Doc No.
Seller		Lender	Prior Doc Type

Tax Information

Imp Value	\$24,400.00	Exemption	
Land Value	\$7,000.00	Tax	
Total Value	\$31,400.00	Tax Value	\$31,400.00
Tax Amount		Improved	78%

Information compiled from various sources and is deemed reliable but not guaranteed.

06-27381
Laura

SHAPIRO & KREISMAN, LLC
2520 RENAISSANCE BLVD, SUITE 150
KING OF PRUSSIA, PA 19406

September 1, 2006
Postmaster
DUBOIS, PA 15801

Request for Change of Address or Boxholder
Information Needed for Service of Legal Process

Please furnish the new address or name and street address (if a boxholder) for the following:

NAME & ADDRESS: Linda Kaufmann
ADDRESS: 530 First Street
Dubois, PA 15801

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of Requester (e.g. process server, attorney, party representing himself): ATTORNEY.
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute(s)): N/A
3. The names of all known parties to this litigation:

Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America vs. Linda Kaufmann

4. The court in which the case has been or will be heard: The Court of Common Pleas of CLEARFIELD County
5. The docket or other identifying number if one has been issued: Pending
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. §1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

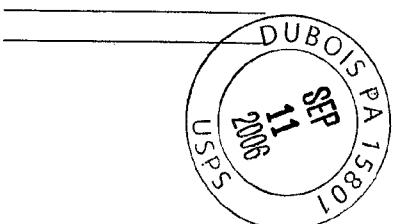
Signature
Alexis Connelly
Legal Assistant

ADDRESS: Shapiro & Kreisman
3600 Horizon Drive, Ste.150
King Of Prussia, PA 19406
S&K File Number: 06-27381

FOR POST OFFICE USE ONLY

Good As Addressed/No change of address order on file.
 Not known at address given
 Moved, left no forwarding address
 No such address

NEW ADDRESS or BOXHOLDER'S POSTMARK
NAME and STREET ADDRESS



Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America
vs.
Linda Kaufmann

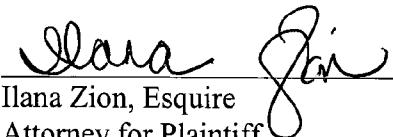
VERIFICATION

Ilana Zion, Esquire, hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY:


Ilana Zion, Esquire
Attorney for Plaintiff

S & K FILE NO. 06-27381

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

VS..

Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

The comment to Pa.R.C.P. 430(a) illustrates what would be a good faith effort to locate the Defendant:

NOTE: [A]n illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant, and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records. Comment to Pa.R.C.P. 430 (a).

In real property actions, such as actions in mortgage foreclosure, the Pennsylvania Rules of Civil Procedure, Rule 410 (c), provides how service shall be made pursuant to an Order of Court under Pa R.C.P. 430 (a):

The court shall direct one or more of the following methods of service: (1) publication as provided by Rule 430 (b), (2) posting a copy of the original process on the most public part of the property, (3) registered mail to the defendant's last known addresses, and (4) such other methods, if any, as the court deems appropriate to serve notice to the defendant.

As set forth in the Sheriff's Return of Service, attached to the Plaintiff's motion as Exhibit "A", the Sheriff has been unable to serve the Complaint in Mortgage Foreclosure. A good faith effort to discover the whereabouts of the Defendant has been made in accordance with Pennsylvania Rule of Civil Procedure 430(a), as evidenced by the attached Affidavit of Good Faith Investigation, attached to the Plaintiff's motion as Exhibit "B".

In order to complete service on the Defendant, Linda Kaufmann, so as to move this action forward to ultimate disposition, the Plaintiff respectfully requests that this Honorable Court, pursuant to Pennsylvania Rule of Civil Procedure 430, grant a special Order directing service of the Complaint in Mortgage Foreclosure, Notice of Sale and all subsequent pleadings that require personal service only, on the Defendant, Linda Kaufmann, by regular mail and certified mail to the last known addresses of the Defendant, Linda Kaufmann, only which are 530 First Street, Dubois, PA 15801 and 11 N. 4th Street, Dubois, PA 15801; and by posting of the subject property located at 530 First Street, Dubois, PA 15801 by the Sheriff, competent adult, or other party allowed by law.

Respectfully Submitted,
SHAPIRO & KREISMAN, LLC

Date: 2/23/07

BY: Ilana Zion
Ilana Zion, Esquire
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

VS.

Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

CERTIFICATION

I hereby certify that I have served a true and correct copy of this Motion for Service
Pursuant to Special Order of Court and the papers attached thereto on all parties named herein at
her last known address or upon her attorney of record by regular mail, postage prepaid to the
parties listed below on February 23, 2007.

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801

SHAPIRO & KREISMAN, LLC

BY:


Ilana Zion, Esquire
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

VS.

Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

CERTIFICATION OF ADDRESS

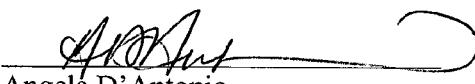
I, Angela D'Antonio, the undersigned, being duly sworn according to law, hereby depose
and say that the addresses of the above Defendant are as follows:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801

SHAPIRO & KREISMAN, LLC

BY:


Angela D'Antonio
Legal Assistant to Attorney for Plaintiff

FILED

MAR 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

WASHINGTON MUTUAL BANK , *
Successor in Interest to PNC *
MORTGAGE CORP. OF AMERICA, *
Plaintiff *

vs.

NO. 06-1477-CD

LINDA KAUFMANN, *
Defendant *

ORDER

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon the Defendant **LINDA KAUFMANN** by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 530 First Street, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

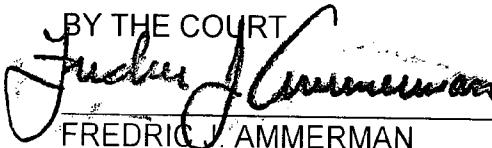
FILED
03/12/07
MAR 12 2007

3CC

Atty Pentz

GW

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT

FREDRIC J. AMMERMAN
President Judge

FILED

MAR 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

vs.

Linda Kaufmann
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

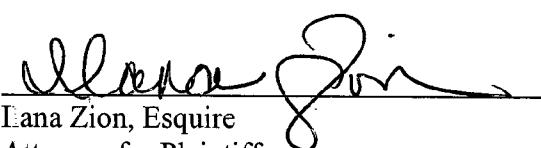
PRAECIPE FOR REINSTATEMENT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

SHAPIRO & KREISMAN, LLC

BY:


Ilana Zion, Esquire
Attorney for Plaintiff

FILED Atty pd. 7.00
m/11/2007
MAR 21 2007 1 Compl.
Reinstated
William A. Shaw
Prothonotary/Clerk of Courts to Sheriff

FILED

MAR 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

VS.

Linda Kaufmann
DEFENDANT

FILED
APR 03 2007
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

AFFIDAVIT OF SERVICE

I, Angela D'Antonio, the undersigned, being duly sworn according to law, hereby depose and say that on the 29 day of March, 2007, pursuant to the attached Order of Court, attached as Exhibit "A", I served a true and correct copy of the Complaint in Mortgage Foreclosure in the above captioned matter to the Defendant by certified and regular mail, to their last known address of:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801

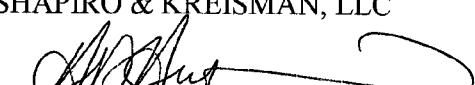
SWORN AND SUBSCRIBED

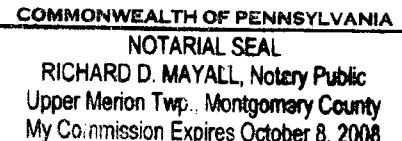
Before me this 2nd day of April,
2007.

Notary Public

SHAPIRO & KREISMAN, LLC

BY:


Angela D'Antonio
Legal Assistant to Attorney for Plaintiff



Ju-27881

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONWASHINGTON MUTUAL BANK,
Successor in Interest to PNC
MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

NO. 06-1477-CD

LINDA KAUFMANN,
DefendantORDER

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon the Defendant LINDA KAUFMANN by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 530 First Street, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

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

MAR 12 2007

BY THE COURT,
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest.

W. L. Ammerman
Prothonotary/
Clerk of Courts

EXHIBIT "A"

Name and Address of Sender		Return Receipt					
Shapiro & Keisman, LLC 3600 Horizon Drive, Ste. 150 King of Prussia, PA 19406		Postage: \$ 01.900 02.1A 0004336189 MAR 29 2007 MAILED FROM ZIP CODE 19406 MINN BOMES  5844 2858 3583 5006 2006 7585					
Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)							
<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured							
Article Number	Recipient (Name, Street, City State, & Zip Code)	Postage	Fee	Handling Charge			
1. 06-27381	Linda Kaufmann 530 First Street Dubois, PA 15801						
2.	Linda Kaufmann 11 N. 4 th Street Dubois, PA 15801						
3.							
4.							
5.							
6.							
7.							
8.							
Total Number of Pieces Listed by Sender	2	Total Number of Pieces Received by Post Office	2	Postmaster (Per Name of receiving employee)			
Complete by Typewriter, Ink or Ball Point Pen EXHIBIT B							

FILED

APR 03 2007

William A. Shaw
Prothonotary/Clerk of Courts

of Trials

ORIGINAL

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in interest
to PNC Mortgage Corp. of America
PLAINTIFF
VS.
Linda Kaufmann
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

AFFIDAVIT OF SERVICE

I, Angela D'Antonio, the undersigned, being duly sworn according to law, hereby depose and say that on the 13 day of April, 2007, pursuant to the Order of Court, attached as Exhibit "A," I served a true and correct copy of the Complaint in Mortgage Foreclosure in the above-captioned matter to the Defendant(s) listed below at the address provided by publication in a legal publication designated by the court for the publication of legal notices and in one newspaper of general circulation within Clearfield County. Proof of said publications are attached as Exhibit "B."

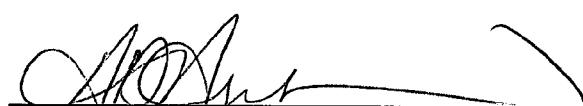
Linda Kaufmann
530 First Street
Dubois, PA 15801

FILED NO
MAY 08 2007
cm

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC

BY:


Angela D'Antonio,
Legal Assistant to
Attorney for Plaintiff

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this Affidavit of Service is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONWASHINGTON MUTUAL BANK,
Successor in Interest to PNC
MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

NO. 06-1477-CD

LINDA KAUFMANN,
Defendant**ORDER**

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon the Defendant LINDA KAUFMANN by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801; and .
4. By posting the mortgaged premises known in this herein action as 530 First Street, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

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

MAR 12 2007

BY THE COURT,
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest,

Walter E. Penta
Prothonotary
Clerk of Courts

EXHIBIT A

PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/ TRI-COUNTY SUNDAY/ JEFFERSONIAN DEMOCRAT

Public Notices

001 Public Notices

001

McLEAN PUBLISHING COMPANY,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW
NO. 06-1477CD

DU BOIS PENNSYLVANIA

, Approved May 16, 1929, P.L. 1784

NOTICE OF ACTION IN MORTGAGE FORECLOSURE

Washington Mutual Bank successor in interest to PNC Mortgage
Corp. of America, PLAINTIFF
vs.
Linda Kaufmann, DEFENDANT(S)

To the Defendants, Linda Kaufmann: TAKE NOTICE THAT THE
Plaintiff, Washington Mutual Bank successor in interest to PNC
Mortgage Corp. of America has filed an action Mortgage Foreclo-
sure, as captioned above.

NOTICE

IN YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN AP-
PEARANCE PERSONALLY OR BY ATTORNEY AND FILE YOUR
DEFENSES OR OBJECTIONS WITH THE COURT. YOU ARE
WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PRO-
CEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED
AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF
REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR
PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT
ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELE-
PHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN
PROVIDE YOU WITH THE 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.

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ILANZA ZION
ATTORNEY FOR PLAINTIFF
SHAPIRO & KREISMAN, LLC
3600 Horizon Dr., Suite 150
King of Prussia, PA 19406
610-278-6800

4/4/07

SS:

erra, Classified Advertising Supervisor of the Courier-Express/Tri-
County and State aforesaid, being duly sworn, deposes and says that the
County Sunday, a weekly newspaper and Jeffersonian Democrat, a
lishing Company at 500 Jeffers Street, City of DuBois, County and State
879, since which date said, the daily publication and the weekly
County, and that a copy of the printed notice of publication is attached
blished in the regular editions of the paper on the following dates, viz: the

April A.D., 2007

duly authorized by the Courier-Express, a daily newspaper, Tri-County
onian Democrat, a weekly newspaper to verify the foregoing statement
t interested in the subject matter of the aforesaid notice of publication, and
as to time, place and character of publication are true.

PUBLISHING COMPANY Publisher of
COUNTY SUNDAY/ JEFFERSONIAN DEMOCRAT

Barbara Smith

6th day of APR., 2007

NOTARY PUBLIC

Statement of Advertising Cost

PUBLISHING COMPANY

Publisher of

EXPRESS/ TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT

DuBois, PA

NOTARIAL SEAL
ROBIN M. DUTTRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 16, 2010

EXHIBIT 'B'

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

NO. 06-1477-CD
NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

On this 13th day of April AD 2007, before me, the subscriber in and for said County and State, personally appeared G Knaresboro editor of the Clearfield County Legal Journal of the Clearfield County, and that the annexed is a true copy of the no advertisement published in said publication in the regular issue April 13, 2007, Vol. 19 No. 15. And that all of the allegations relate to the time, place, and character of the publication are true.


Gary A. Knaresboro
Editor

Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, PLAINTIFF vs. Linda Kaufmann, DEFENDANT(S)

To the Defendants, Linda Kaufmann: TAKE NOTICE THAT THE Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America has filed an action Mortgage Foreclosure, as captioned above.

NOTICE

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE YOUR DEFENSES OR OBJECTIONS WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS NOTICE 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.

Clearfield County Lawyer Referral Service, Court Administrator, Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830.

ILANA ZION, ATTORNEY FOR PLAINTIFF, SHAPIRO & KREISMAN, LLC, 3600 Horizon Dr., Suite 150, King of Prussia, PA 19406, 610-278-6800.

Sworn and subscribed to before me the day and year aforesaid.

Sharon J Pusey
Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2011

William J Mansfield Inc
The Woods Suite 1209
998 Old Eagle School Rd
Wayne PA 19087-1805

FILED

MAY 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America

Plaintiff,

v.

Linda Kaufmann

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

FILED *ICC Attn De Nardo*
0/11:40pm *JUN 11 2007* *1CShtf*
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

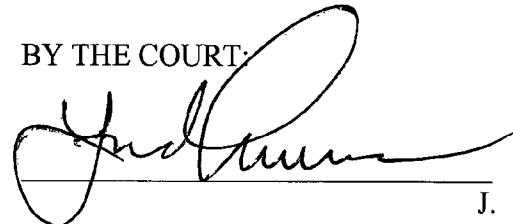
ORDER

AND NOW, this 8 day of June, 2007, upon
consideration of the Motion of Washington Mutual Bank successor in interest to PNC Mortgage
Corp. of America to Compel Sheriff to File Returns of Service with the Prothonotary, and any
response, and for good cause shown, it is hereby

ORDERED and DECREED that the Motion is GRANTED; and it is further

ORDERED and DECREED that the Sheriff of Clearfield County is hereby directed to
file its Returns of Service with the Prothonotary of Clearfield County within ten (10) days of the
date of this Order, and provide copies of the Returns to counsel for Plaintiff.

BY THE COURT:



J.

FILED

JUN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE 6-11-2007

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
Plaintiff,

v.

Linda Kaufmann
Defendants.

CA
FILED ICC A/H
m/10:45am DeNardo
JUN 08 2007
W.A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

**MOTION OF PLAINTIFF, WASHINGTON MUTUAL BANK SUCCESSOR IN
INTEREST TO PNC MORTGAGE CORP. OF AMERICA
TO COMPEL SHERIFF TO FILE RETURNS OF SERCICE**

Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, by and through its counsel, file this Motion to Compel the Sheriff of Clearfield County to file its Returns of Service in the above-captioned matter. In support of this Motion, Plaintiff avers the following:

1. On September 11, 2006, Plaintiff filed the above-captioned mortgage foreclosure action.
2. After service attempts were unsuccessful, Plaintiff filed a Motion for Special Service, which was granted by this Honorable Court on March 12, 2007. A true and correct copy of the Order is attached hereto as Exhibit "A."
3. Thereafter, the Sheriff of Clearfield County was directed to post the property pursuant to the March 12th Order.
4. Plaintiff has been informed that the Sheriff posted the property on March 23, 2007.

5. The Sheriff's Return has yet to be filed with the Prothonotary of Clearfield County.

6. Plaintiff is unable to file a Praeclipe for Judgment or schedule a Sheriff's Sale of the property until the Sheriff's Return for service of the complaint has been filed.

7. The Sheriff's failure to file the Return is prejudicing Plaintiff in that Plaintiff is prevented from pursuing its action until the Return is filed.

WHEREFORE, Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America respectfully requests that this Honorable Court enter an Order directing the Sheriff of Clearfield County to file its Return of Service for the complaint in this matter and provide a copy of the Return to counsel for Plaintiff.

Respectfully submitted,
SHAPIRO & KREISMAN, LLC

BY:



Christopher A. DeNardo
Lauren R. Tabas
Attorneys for Plaintiff/Movant

Dated: 6/7/07
06-27381

SU-27381

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONWASHINGTON MUTUAL BANK,
Successor in Interest to PNC
MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

NO. 06-1477-CD

LINDA KAUFMANN,
DefendantORDER

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon the Defendant LINDA KAUFMANN by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 530 First Street, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

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

MAR 12 2007

BY THE COURT,
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest,

W. L. Ammerman
Prothonotary/
Clerk of Courts

Exhibit "A"

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
Plaintiff,

v.

Linda Kaufmann
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

VERIFICATION

Christopher A. DeNardo, Esquire, hereby states he is the Attorney for Plaintiff in this action, and that the statements made in the foregoing Motion to Compel Sheriff to File Returns of Service are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY:


Christopher A. DeNardo

Dated: 6/7/07

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America

Plaintiff,

v.

Linda Kaufmann

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

**BRIEF IN SUPPORT OF
MOTION OF PLAINTIFF, WASHINGTON MUTUAL BANK SUCCESSOR IN
INTEREST TO PNC MORTGAGE CORP. OF AMERICA
TO COMPEL SHERIFF TO FILE RETURNS OF SERVICE**

STATEMENT OF FACTS

On September 11, 2006, Plaintiff filed the above-captioned mortgage foreclosure action.

After personal service attempts were unsuccessful, Plaintiff filed a Motion for Special Service, which was granted by this Honorable Court on March 12, 2007. Thereafter, the Sheriff of Clearfield County was directed to post the property pursuant to the March 12th Order.

Plaintiff has been informed that the Sheriff posted the property on March 23, 2007; however, the Sheriff's Return has yet to be filed with the Prothonotary of Clearfield County. Plaintiff is unable to file a Praeclipe for Judgment or schedule a Sheriff's Sale of the property until the Sheriff's Return for service of the complaint has been filed.

ARGUMENT

Pennsylvania Rule of Civil Procedure 405 states, "When service of original process has been made the sheriff...shall make a return of service forthwith." Pa. R.C.P. 405(a). The Rule also states that the return of service shall be filed with the Prothonotary. Pa. R.C.P. 405(e). In this matter, Plaintiff has been informed that the posting of the property occurred almost three months ago; however, no return of service has yet been filed by the Sheriff. The failure of the Sheriff to file the return is prejudicing Plaintiff, as Plaintiff is prevented from filing a Praecept for Default Judgment until the Sheriff's return is filed. As of now, Plaintiff has already tendered a Notice of Intent to File Default Judgment with Defendant, and are simply waiting for the filing of the Sheriff's Return.

For the foregoing reasons, Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, respectfully requests that this Honorable Court enter an Order directing the Sheriff of Clearfield County to file its Return of Service for posting the property in the above-referenced matter within ten (10) days and provide a copy of the Return to Plaintiff's counsel.

Respectfully submitted,
SHAPIRO & KREISMAN, LLC

Dated: 6/7/07

BY:



Christopher A. DeNardo
Lauren R. Tabas
Attorneys for Plaintiff

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DeNARDO, ESQUIRE, ATTORNEY ID 78447

LAUREN R. TABAS, ESQUIRE, ATTORNEY ID 93337

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
Plaintiff,

v.

Linda Kaufmann
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

CERTIFICATE OF SERVICE

The undersigned, attorney for Plaintiff, hereby certifies that true and correct copies of the foregoing Motion to Compel Sheriff to file Return of Service, Memorandum in Support of same, together with any other documentation specifically referenced in the transmittal letter, were sent by first class mail, postage pre-paid, on 6-7-07 to the following parties as listed below:

Ms. Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801

Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market St.
Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC

BY:


Christopher A. DeNardo

FILED

JUN 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102586
NO: 06-1477-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WASHINGTON MUTUAL BANK, Successor in Interest
VS.
DEFENDANT: LINDA KAUFMANN

SHERIFF RETURN

NOW, March 23, 2007 AT 12:35 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 530 FIRST ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: COUDRIET / NEVLING

FILED
05/06/07
JUN 12 2007
CM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102586
NO: 06-1477-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WASHINGTON MUTUAL BANK, Successor in Interest

vs.

DEFENDANT: LINDA KAUFMANN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	182717	10.00
SHERIFF HAWKINS	SHAPIRO	182717	27.43

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

✓ Chester A. Hawkins
Sheriff

FILED

JUN 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF
vs.
Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

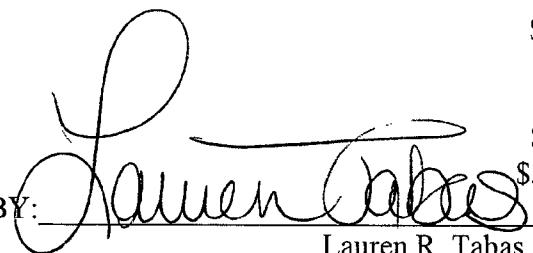
NO:06-1477-CD

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

Enter Judgment IN REM in the amount of \$50,703.57 in favor of the Plaintiff and against
the defendant for failure to file an answer to Plaintiff's Complaint in Mortgage Foreclosure
within 20 days from service thereof and assess Plaintiff's damages as follows and calculated as
stated in the Complaint:

Principal of mortgage debt due and unpaid	\$41,563.36
Interest at 8% from February 1, 2006 to July 2, 2007 (517 days @ \$9.11 per diem)	\$4,709.87
Late charges (for certain months prior to default and every month after at a rate of \$21.13 per month)	\$662.22
Escrow Advance	\$1,406.35
Mortgage Insurance Premium	\$33.60
Title Search Report Fees	\$250.00
Attorneys Fees	\$2,078.17
TOTAL AMOUNT DUE	\$50,703.57

BY:


Lauren Tabas, Esquire
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant and
damages are assessed as above in the sum of \$50,703.57.

06-27381


FILED Atty pd. 20.00
m/d:4/28/01 JUN 29 2001 No cc
Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts Statement to Atty
(GK)

SHAPIRO & KREISMAN, LLC
BY: KEVIN DISKIN, ESQ.,
LAUREN R. TABAS, ESQ.,
AND ILANA ZION, ESQ.
ATTORNEY I.D. NOS. 86727, 93337 & 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

PLAINTIFF

VS.

Linda Kaufmann
530 First Street
Dubois, PA 15801

DEFENDANT

STATE OF: mn

COUNTY OF: Dakota

AFFIDAVIT OF NON-MILITARY SERVICE

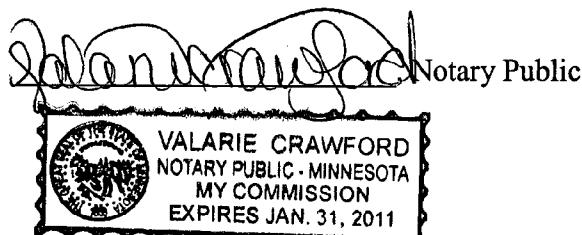
THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants' last known address is as set forth in the caption and they are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

Washington Mutual Bank on behalf of Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America

By: Amy Wies

NAME: Amy Wies
TITLE: ANP

Sworn to and subscribed before me this 8 day of Sept, 2006.



06-27381

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

VS.

Linda Kaufmann
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

NOTICE OF INTENTION TO TAKE DEFAULT
UNDER Pa.R.C.P. 237.1
IMPORTANT NOTICE

TO: Linda Kaufmann

DATE OF NOTICE: May 14, 2007

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado immediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal:

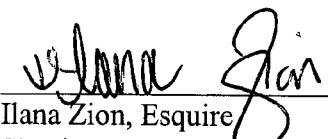
Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801


Ilana Zion, Esquire
Shapiro & Kreisman, LLC
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

VS.

Linda Kaufmann
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

NOTICE OF INTENTION TO TAKE DEFAULT
UNDER Pa.R.C.P. 237.1
IMPORTANT NOTICE

TO: Linda Kaufmann

DATE OF NOTICE: May 14, 2007

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado immediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal:

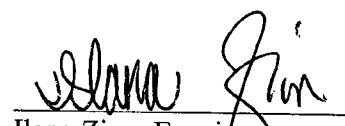
Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801



Ilana Zion, Esquire
Shapiro & Kreisman, LLC
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to FNC Mortgage Corp. of America
PLAINTIFF

VS.

Linda Kaufmann
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praecept
for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their
attorney of record, if any, after the default occurred and at least (10) days prior to the date of
the filing of the Praecept. Said Notice was sent on the date set forth in the copy of said Notice
attached hereto, May 14, 2007 to the following Defendants:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801


Angela D'Antonio, Legal Assistant
to Ilana Zion, Esquire for
Shapiro & Kreisman, LLC

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF
vs.
Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:06-1477-CD

CERTIFICATE OF SERVICE

I, Lauren R. Tabas, Esquire, Attorney for the Plaintiff, hereby certify that I have served
by first class mail, postage prepaid, true and correct copies of the attached papers upon the
following person or their attorney of record:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kauffman
11 N. 4th St.
Du Bois, PA 15801

Date mailed: 6-28-07

SHAPIRO & KREISMAN, LLC
BY: 
Lauren R. Tabas, Esquire
Attorney for Plaintiff

06-27381

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF
vs.
Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:06-1477-CD

CERTIFICATION OF ADDRESS

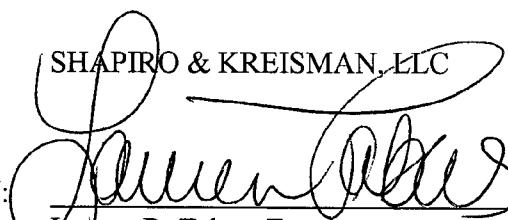
I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America
1 Home Campus Drive
Des Moines, IA 50328

and that the last known addresses of the judgment debtor (Defendant) are:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kauffman
11 N. 4th St.
Du Bois, PA 15801

SHAPIRO & KREISMAN, LLC
BY: 
Lauren R. Tabas, Esquire
Attorney for Plaintiff

06-27381

FILED

JUN 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

COPY

Prothonotary

TO: Linda Kaufmann
530 First Street
Dubois, PA 15801

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

vs.

Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:06-1477-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.

Prothonotary

Walt L. Khan 6/29/07
60

Judgment by Default

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY LAUREN R. TABAS, ESQUIRE AT (610) 278-6800.

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

COPY

Prothonotary

TO: Linda Kauffman
11 N. 4th St.
Du Bois, PA 15801

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF

vs.
Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:06-1477-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.

Prothonotary



6/29/07

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY LAUREN R. TABAS, ESQUIRE AT (610) 278-6800.

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

Washington Mutual Bank
PNC Mortgage Corp. of America
Plaintiff(s)

COPY

No.: 2006-01477-CD

Real Debt: \$50,703.57

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

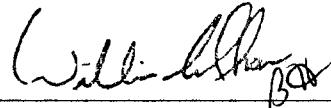
Linda Kaufmann Entry: \$20.00
Defendant(s)

Instrument: Default Judgment

Date of Entry: June 29, 2007

Expires: June 29, 2012

Certified from the record this 29th day of June, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
Plaintiff

IN THE COURT OF COMMON PLEAS

vs.

Linda Kaufmann
Defendant

OF

CLEARFIELD COUNTY

No. 06-1477-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

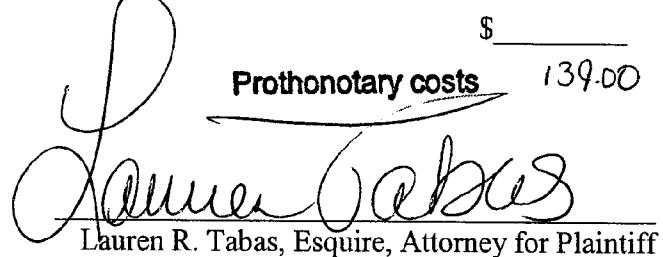
Amount Due \$50,703.57

Interest from July 3, 2007 to

(Costs to be added)

\$ _____
139.00

Prothonotary costs


Lauren R. Tabas, Esquire, Attorney for Plaintiff

FILED Atty ad.
m 12:42 PM 20.00
JUN 29 2007
1 CCG (6 wnts
William A. Shaw
Prothonotary/Clerk of Courts
w/prop desc.
to Sheriff

(64)

FILED
JUN 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

No: 06-1477-CD

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY

Washington Mutual Bank successor in interest to
PNC Mortgage Corp. of America, Plaintiff

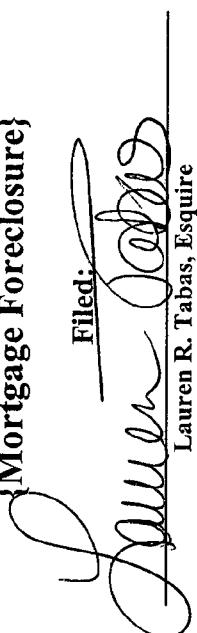
VS

Linda Kaufmann, Defendant
Linda Kaufmann
11 N. 4th St.
Du Bois, PA 15801

Linda Kaufmann
530 First Street
Dubois, PA 15801

PRAECLPICE FOR WRIT OF
EXECUTION
Mortgage Foreclosure}

Filed:


Lauren R. Tabas, Esquire
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America
PLAINTIFF
vs.
Linda Kaufmann
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America,
Plaintiff in the above 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 530 First Street, Dubois,
PA 15801.

1. Name and addresses of Owner or Reputed Owner

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kauffman
11 N. 4th St.
Du Bois, PA 15801

2. Name and addresses of Defendant in the judgment:

Linda Kaufmann
530 First Street
Dubois, PA 15801

Linda Kauffman
11 N. 4th St.
Du Bois, PA 15801

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

Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America
1 Home Campus Drive
Des Moines, IA 50328

Direct Merchants Credit Card Bank
P.O. Box 356
Olin, Neil & Haltrecht
West Chester, PA 19382

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

Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America,
Plaintiff
1 Home Campus Drive
Des Moines, IA 50328

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

NONE

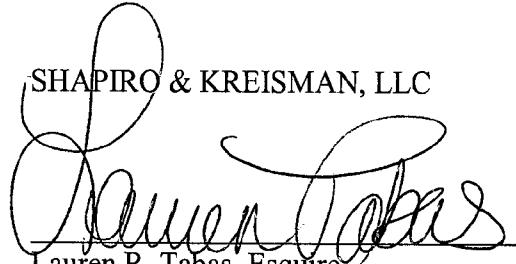
6. Name and address of every other person who has any record interest in the property and
whose interest may be affected by the sale:

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

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

TENANT OR OCCUPANT
530 First Street
Dubois, PA 15801

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

SHAPIRO & KREISMAN, LLC
BY: 
Lauren R. Tabas, Esquire

06-27381

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

COPY

Washington Mutual Bank successor in interest to
PNC Mortgage Corp. of America
PLAINTIFF

No: 06-1477-CD

VS.

Linda Kaufmann
DEFENDANT(S)

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

530 First Street, Dubois, PA 15801

See attached legal

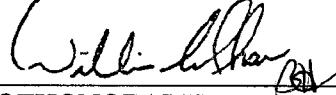
NOTE: Description of property may be included in, or attached to the Writ.

Amount Due	\$50,703.57
------------	-------------

Interest from July 3, 2007 to	\$
-------------------------------	----

Costs to be added	Prothonotary costs 139.00
-------------------	---------------------------

Seal of Court


PROTHONOTARY

Date: 6/29/07

Deputy Prothonotary

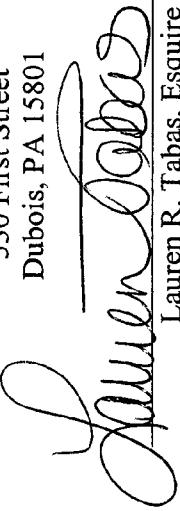
1/29/09
No: 06-1477-CD

Washington Mutual Bank successor in interest to
PNC Mortgage Corp. of America

vs.

Linda Kaufmann
Linda Kauffman
11 N. 4th St.
Du Bois, PA 15801

Linda Kaufmann
530 First Street
Dubois, PA 15801



Lauren R. Tabas, Esquire

WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

Lauren R. Tabas, Esquire, Attorney
SHAPIRO & KREISMAN, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

ALL THAT CERTAIN lot or piece of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

NORTH by Lot No. 64; East by an Alley; South by Lot No. 63; and West by First Street and being 50 feet wide on First Street and the Alley by 150 feet from First Street to said Alley. Known as Lot 63-1/2 in the John E. DuBois Plot of Lots to the City of DuBois.

BEING the same premises which Doris LaRue Cronister, also known as LaRue Wing Cronister, widow, Jeffrey Lawrence Waugh and Lori A. Waugh, husband and wife, and Sally McGraw, single, by Deed dated July 15, 1999 and recorded in the Clearfield County Recorder of Deeds Office on August 2, 1999 as Instrument No. 199912758, granted and conveyed unto Linda Kauffman, unmarried.

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in
interest to PNC Mortgage Corp. of America

FILED
MID-5181 NO
SEP 06 2007
W.F.

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

PLAINTIFF

vs.

Linda Kaufmann

DEFENDANTS

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that she is a legal assistant for Plaintiff in the above case and that pursuant to the attached Court Order she has mailed a true and correct copy of the Notice of Sale in the above-captioned case to Defendant by certified and regular mail, to the last known addresses of Linda Kaufmann, 530 First Street, Dubois, PA 15801 and 11 North 4th Street, Dubois, PA 15801 on August 9, 2007 as evidenced by the receipts of mailing attached hereto and made a part hereof.

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties set forth in 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

DATED: 9/4/07

SHAPIRO & KREISMAN, LLC

BY:

Heather Whitman
Heather Whitman
Legal Assistant

06-27381

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

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

Received From:
Shapiro and Kreisman, LLC
3600 Horizon Drive, Ste.150
King Of Prussia, PA 19406

One piece of ordinary mail addressed to:
Linda Kaufmann
530 First Street
Dubois, PA 15801

PRUSSIA PA 19406 10/26/06
 KIA 350 10/26/06
 06-2138

UNITED STATES POSTAGE
 02 1A
 0004336189
 AUG 9 2007
 MAILED FROM ZIPCODE 19406
 PITNEY BOWES

\$ 01.050

PS Form 3817, January 2001

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

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

Received From:
Shapiro and Kreisman, LLC
3600 Horizon Drive, Ste.150
King Of Prussia, PA 19406

One piece of ordinary mail addressed to:
Linda Kaufmann
11 N. 4th Street
Dubois, PA 15801

PRUSSIA PA 19406 10/26/06
 KIA 350 10/26/06
 06-2138

UNITED STATES POSTAGE
 02 1A
 0004336189
 AUG 9 2007
 MAILED FROM ZIPCODE 19406
 PITNEY BOWES

\$ 01.050

PS Form 3817, January 2001

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

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

OFFICIAL USE

Postage	\$.41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.06

7006 2760 0001 2707 4849
7006 2760 0001 2707 4849

Sent To
Linda Kaufman
11 N 4th St
Dubois, PA 15801

PS Form 3800, August 2006
See Reverse for Instructions

19406
PA 9 2007
KING
U.S. POSTAL SERVICE
Postmark Here
USPS

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

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

OFFICIAL USE

Postage	\$.41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.06

7006 2760 0001 2707 4832
7006 2760 0001 2707 4832

Sent To
Linda Kaufman
530 First St
Dubois, PA 15801

PS Form 3800, August 2006
See Reverse for Instructions

19406
PA 9 2007
KING
U.S. POSTAL SERVICE
Postmark Here
USPS

D-27381

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONWASHINGTON MUTUAL BANK,
Successor in Interest to PNC
MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

NO. 06-1477-CD

LINDA KAUFMANN,
DefendantORDER

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon the Defendant LINDA KAUFMANN by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 530 First Street, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

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

MAR 12 2007

BY THE COURT,
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest.

✓ *W. Ammerman*
Prothonotary/
Clerk of Courts

FILED

SEP 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: LAUREN R. TABAS, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 93337
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-27381

Washington Mutual Bank successor in interest
to PNC Mortgage Corp. of America

PLAINTIFF

VS.

Linda Kaufmann

DEFENDANT(S)

FILED

SEP 18 2007

ON 11-17-07
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT + 10 CENTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 06-1477-CD

CERTIFICATION OF NOTICE TO LIENHOLDERS
PURSUANT TO PA R.C.P 3129.2 (C) (2)

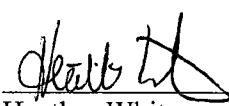
I, Heather Whitman, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on August 9, 2007, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:


Heather Whitman
Legal Assistant

06-27381

Name and Address of Sender
 Shapiro & Keisman, LLC
 3600 Horizon Drive
 Suite 150
 King of Prussia, PA 19406

		Check type of mail or service:										
		<input type="checkbox"/> Certified <input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> COD <input type="checkbox"/> Registered <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Return Receipt to Merchandise <input type="checkbox"/> Express Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured										
Article Number	Addressee (Name, Street, City State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 06-27381	Tenant or Occupant 530 First Street Dubois, PA 15801											
2.	Clearfield County Domestic Relations 230 East Market Street Clearfield, PA 16830											
3.	Direct Merchants Credit Card Bank P.O. Box 356 Olin, Nel & Haltrecht West Chester, PA 19382											
4.												
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender 1 3	Total Number of Pieces Received at Post Office THREE	Postmaster, Per (Name of receiving employee) <i>[Signature]</i>	See Privacy Act Statement on Reverse									

Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt

Complete by typewriter, ink or Ball Point Pen

William A. Shaw
Prothonotary/Clerk of Courts

SEP 18 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20616

NO: 06-1477-CD

PLAINTIFF: WASHINGTON MUTUAL BANK SUCCESSOR IN INTEREST TO PNC MORTGAGE CORP. OF AMERICA
vs.

DEFENDANT: LINDA KAUFMANN

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$255.93

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester Hawkins
by Cynthia Bitter-Cophered
Chester A. Hawkins
Sheriff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

Washington Mutual Bank successor in interest to
PNC Mortgage Corp. of America
PLAINTIFF

No: 06-1477-CD

VS.

Linda Kaufmann
DEFENDANT(S)

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

530 First Street, Dubois, PA 15801

See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due	\$50,703.57
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Interest from July 3, 2007 to	\$ _____
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Costs to be added	Prothonotary costs 139.00
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Seal of Court

Willie L. Parker
PROTHONOTARY

Date: 6/29/07

Deputy Prothonotary

Received this writ this 29th day
of JUNE A.D. 2007
At 3:30 A.M./P.M.

Chesler A. Henklein
Sheriff Sgt. Griffith Butler, Aughentown

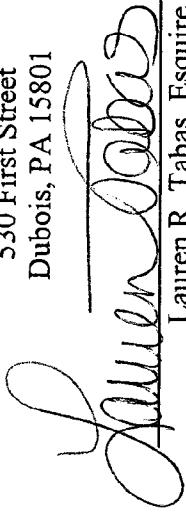
No: 06-1477-CD

Washington Mutual Bank successor in interest to
PNC Mortgage Corp. of America

vs.

Linda Kaufmann
Linda Kauffman
11 N. 4th St.
Du Bois, PA 15801

Linda Kaufmann
530 First Street
Dubois, PA 15801



Lauren R. Tabas, Esquire

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Lauren R. Tabas, Esquire, Attorney
SHAPIRO & KREISMAN, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

RECEIVED THIS TWENTY-THREE
DAY OF APRIL, A.D. 2006
AT A.M.A.

2pm

ALL THAT CERTAIN lot or piece of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

NORTH by Lot No. 64; East by an Alley; South by Lot No. 63; and West by First Street and being 50 feet wide on First Street and the Alley by 150 feet from First Street to said Alley. Known as Lot 63-1/2 in the John E. DuBois Plot of Lots to the City of DuBois.

BEING the same premises which Doris LaRue Cronister, also known as LaRue Wing Cronister, widow, Jeffrey Lawrence Waugh and Lori A. Waugh, husband and wife, and Sally McGraw, single, by Deed dated July 15, 1999 and recorded in the Clearfield County Recorder of Deeds Office on August 2, 1999 as Instrument No. 199912758, granted and conveyed unto Linda Kauffman, unmarried.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LINDA KAUFMANN

NO. 06-1477-CD

NOW, December 14, 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 November 02, 2007, I exposed the within described real estate of Linda Kaufmann to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK SUCCESSOR IN INTEREST TO PNC MORTGAGE CORP. OF AMERICA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	18.43
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	18.07
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$255.93

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	50,703.57
INTEREST @ %	0.00
FROM 07/03/2007 TO 11/02/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	20.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$50,723.57

COSTS:

ADVERTISING	1,110.45
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	255.93
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,822.88

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

D-2781

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONWASHINGTON MUTUAL BANK,
Successor in Interest to PNC
MORTGAGE CORP. OF AMERICA,
Plaintiff

vs.

NO. 06-1477-CD

LINDA KAUFMANN,
DefendantORDER

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon the Defendant LINDA KAUFMANN by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 530 First Street, DuBois, PA 15801 and 11 N. 4th Street, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 530 First Street, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

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

MAR 12 2007

BY THE COURT,
/S/ Fredric J AmmermanFREDRIC J. AMMERMAN
President Judge

Attest,

W. J. Ammerman
Prothonotary/
Clerk of Courts

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

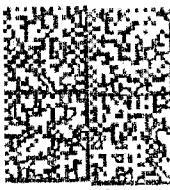


016H16505405
\$ 05.380

08/06/2007

Married From 16830

US POSTAGE



7006 0810 0001 4507 3091

F.O.E.

LINDA KAUFMANN
11 N. 4TH STREET
DUBOIS, PA 15801

RETURN TO
SENDER
UNABLE TO
DELIVER
45801+3117

11 N. 4TH STREET
DUBOIS, PA 15801

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

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

OFFICIAL USE

Postage	\$ 0000
Certified Fee	\$ 0000
Return Receipt Fee (Endorsement Required)	\$ 0000
Restricted Delivery Fee (Endorsement Required)	\$ 0000
Total Postage & Fees	\$ 05.38

7006 4507 3091 0001 2607 0006

CLEARFIELD, PA
POSTMARK
08/06/2007
U.S. POSTAL SERVICE

7006 4507 3091 0001 2607 0006

Sent To

Street, Apt. No.; LINDA KAUFMANN
or PO Box No. 11 N. 4TH STREET
City, State, ZIP+4 DUBOIS, PA 15801

PS Form 3800, June 2002
See Reverse for Instructions

REGISTERED MAIL

PLACE TICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

LINDA KAUFMANN
11 N. 4TH STREET
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

Yes

No

If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee)

Yes

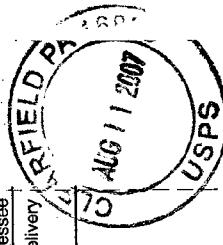
2. Article Number
(Transfer from service label)

7006 0810 0001 4507 3091

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



CERTIFIED MAIL

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



016H16505405
\$05.380
08/06/2007
Initiated From 16830
US POSTAGE

CML
LINDA KAUFMANN
530 FIRST STREET
DUBOIS

8-14
8-26

7006 0810 0001 4507 2407

8-11
165 4E 1 25 08/28/07
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC : 16830247201 *184301088-06-42
530 143053-26235682472
[REDACTED]

U.S. Postal Service_®
CERTIFIED MAIL_™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$ 1.00	Postmark	PA FIELD 8/7/07
Certified Fee	\$ 0.00	Here	
Return Receipt Fee (Endorsement Required)	\$ 0.00		
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
Total Postage & Fees	\$ 5.38		

Send To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

LINDA KAUFMANN
530 FIRST STREET
DUBOIS, PA 15801

PS Form 3800, June 2002. See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

LINDA KAUFMANN
530 FIRST STREET
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature		
<input checked="" type="checkbox"/> X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee		
B. Received by (Printed Name)		
C. Date of Delivery		
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

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

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 2407
10295-02-M-1540

Domestic Return Receipt

10295-02-M-1540

PS Form 3811, February 2004



SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

CERILO M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
CHRISTOPHER A. XNARDO
Managing Attorney
DANIELLE BOYLE EBERSOLE +
LAUREN R. TABAI +
ILANA ZION
+ Also Licensed in New Jersey

September 4, 2007

Fax number 814-765-5915
Office of the Sheriff of Clearfield County
Attn: Cindy

Re: Washington Mutual Bank successor in interest to PNC Mortgage Corp. of America vs. Linda Kaufmann
C.P. #06-1477-CD
Sale Date: October 5, 2007
Our File # 06-27381

Dear Sir or Madam:

Kindly continue the above-referenced sale until November 2, 2007.

Thank you for your anticipated cooperation. If you have any questions or problems, please do not hesitate to contact me directly.

Very truly yours,

Heather Whitman
Legal Assistant

FILED

DEC 14 2007

William A. Shaw
Prothonotary/Clerk of Courts