

06-1713-CD

Wachovia Bank vs William Dunlap et al

2006-1713-CD

Wachovia Bank et al vs William Dunlap et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (Trustee for the
Pennsylvania Housing Finance Agency)
Assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, Assignee of
JERSEY SHORE STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and
BEVERLY A. DUNLAP,

Defendants.

CIVIL DIVISION

NO. 06-1713-CD

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

Atty pd. 85.00
7/1/2006
OCT 19 2006
cc:Shaw
FILED
William A. Shaw
Prothonotary/Clerk of Courts

Dec 28, 2006 Document

Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

April 4, 2007 Document

Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)
(Trustee for the Pennsylvania Housing Finance Agency),) NO:
Assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, Assignee of JERSEY SHORE STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP.)
Defendant(s).)

COMPLAINT IN 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 THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 211 North Front Street, Harrisburg, PA 17105.
2. The Defendant(s) is/are individuals with a last known mailing address of 697 Knox Run Road, Morrisdale, PA 16858. The property address is **697 Knox Run Road, Morrisdale, PA 16858** and is the subject of this action.
3. On the 27th day of May, 2005, in consideration of a loan of Eighty Four Thousand Four Hundred Forty Five and 00/100 (\$84,445.00) Dollars made by Jersey Shore State Bank, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Jersey Shore State Bank, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Jersey Shore State Bank, as mortgagee, which mortgage was recorded on the 27th day of May, 2005, in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 200507981. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.
4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. On the 27th day of May, 2005, Jersey Shore State Bank, a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 27th day of May, 2005, at Instrument No. 200507982 The said assignment is incorporated herein by reference.

6. On the 15th day of September, 2006, Pennsylvania Housing Finance Agency, assigned to the Plaintiff, Wachovia Bank, National Association, the said mortgage, that assignment to be recorded in the Office of the Recorder of Deeds of Clearfield County. The said assignment is incorporated herein by reference.

7. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

8. Since June 1, 2006, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

9. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

10. The amount due on said mortgage is itemized on the attached schedule.

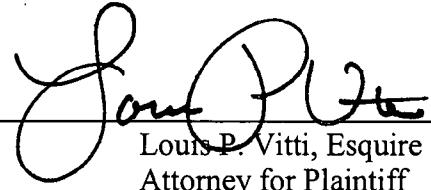
11. Pursuant to Pennsylvania Rule of Civil Procedure 1144, the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the time of the filing of this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Ninety Four Thousand One Hundred Twenty Four and 21/100 Dollars (\$94,124.21) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY



Louis P. Vitti, Esquire
Attorney for Plaintiff

dunlap

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance		83,315.23
Interest @ 5.0000%	from 05/01/06 through 10/31/2006	2,088.59
(Plus \$11.4130 per day after 10/31/2006)		
Late charges through 10/10/2006		
0 months @ 22.67		
Accumulated beforehand		90.68
(Plus \$22.67 on the 17th day of each month after 10/10/2006)		
Attorney's fee		4,165.76
Escrow deficit		<u>4,463.95</u>
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		
BALANCE DUE		94,124.21

Legal Description - Exhibit 'A'

ALL that certain lot or parcel of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the Knox Run Road, which point is South Eighty-three degrees Thirty-four minutes East (S 83° 34' E) Two hundred twenty-five and ninety hundredths (225.90') feet from the junction center of the State Highway and the Knox Run Road; thence North Four degrees Fifty-six minutes East (N 4° 56' E) Two hundred sixteen and ten hundredths (216.10) feet to the Frank Hoover line; thence along the Frank Hoover line South Eighty-five degrees East (S 85° E) Three hundred ninety-two and twenty hundredths (392.20') feet to a common corner of Frank Hoover and Harvey Wolf; thence along the said Harvey Wolf line South Ten degrees fifteen minutes West (S 10° 15' W) Two hundred twenty-four and ten hundredths (224.10) feet to a point in the center of the Knox Run Road; thence by center of the Knox Run Road, North Eighty-three degrees Thirty-four minutes West (N 83° 34' W), Three hundred seventy-one (371') feet to a point and the place of beginning.

EXCEPTING and **RESERVING** that parcel conveyed to Harvey Wolf, III, by deed dated 5/21/1986 and recorded to Deeds & Records Book Volume 1088, Page 189.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-S09-000-00143.

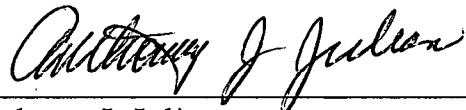
BEING the same premises as were conveyed to William W. Dunlap and Beverley A. Dunlap, husband and wife, by Deed of Harvey C. Wolf, III and Cheryl Biggans n/k/a Cheryl Dawson, Co-Executors of the Estate of Harvey C. Wolf, Jr. A/k/a Harvey Wolf, Jr., deceased, dated May 25, 2005 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200507480.

EXHIBIT

A

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Director of Accounting and Loan
Servicing

Date: 10/10/2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (TRUSTEE FOR THE
PENNSYLVANIA HOUSING FINANCE
AGENCY), Assignee of PENNSYLVANIA
HOUSING FINANCE AGENCY, Assignee
of JERSEY SHORE STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP

Defendants.

CIVIL DIVISION

NO. 06-1713-CD

**PRAECIPE TO REINSTATE
COMPLAINT IN MORTGAGE
FORECLOSURE**

Code - Mortgage Foreclosure

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED Atty pd. 7-00
m1/33/07 2Compl. Reinstated
DEC 28 2006 to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)
(TRUSTEE FOR THE PENNSYLVANIA HOUSING) NO. 06-1713-CD
FINANCE AGENCY), Assignee of PENNSYLVANIA)
HOUSING FINANCE AGENCY, Assignee of)
JERSEY SHORE STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

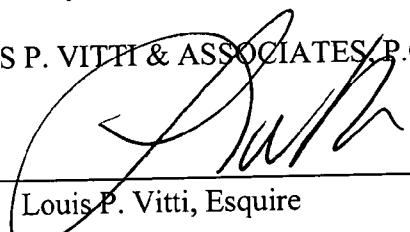
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please reinstate the complaint in the above-captioned case.

Respectfully submitted,

LOUIS P. VITTI & ASSOCIATES, P.C.

BY: 

Louis P. Vitti, Esquire

DATE: December 20, 2006

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket #

102052

WACHOVIA BANK, NATIONAL ASSOCIATION

Case # 06-1713-CD

vs.

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW February 02, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO WILLIAM W. DUNLAP, DEFENDANT. 697 KNOX RUN ROAD, MORRISDALE "EMPTY".

SERVED BY: /

FILED
03/18/2007
FEB 02 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket #

102052

WACHOVIA BANK, NATIONAL ASSOCIATION

Case # 06-1713-CD

vs.

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

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SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102052
NO: 06-1713-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

SHERIFF RETURN

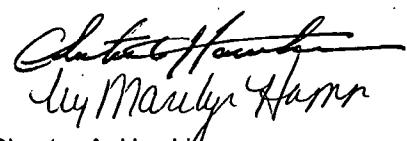
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VITTI	2482	20.00
SHERIFF HAWKINS	VITTI	2482	30.57

Sworn to Before Me This

____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

COPY

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CIVIL DIVISION

NO. 06-1713-CD

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Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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

OCT 19 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

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4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

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10. The amount due on said mortgage is itemized on the attached schedule.

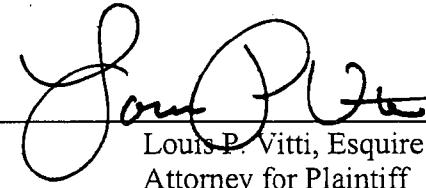
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LOUIS P. VITTI & ASSOC., P.C.

BY



Louis P. Vitti, Esquire
Attorney for Plaintiff

dunlap

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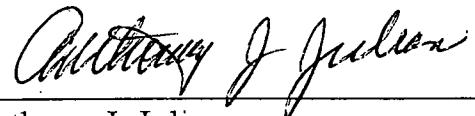
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Anthony J. Julian
Director of Accounting and Loan
Servicing

Date: 10/11/2010

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Counsel of record for this
party:

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Pittsburgh, PA 15219

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OCT 19 2006

Attest.



William L. Schaeffer
Prothonotary/
Clerk of Courts

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vs.)
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Defendant(s).)

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PROTHONOTARY
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CLEARFIELD, PA 16830

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1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 211 North Front Street, Harrisburg, PA 17105.
2. The Defendant(s) is/are individuals with a last known mailing address of 697 Knox Run Road, Morrisdale, PA 16858. The property address is **697 Knox Run Road, Morrisdale, PA 16858** and is the subject of this action.
3. On the 27th day of May, 2005, in consideration of a loan of Eighty Four Thousand Four Hundred Forty Five and 00/100 (\$84,445.00) Dollars made by Jersey Shore State Bank, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Jersey Shore State Bank, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Jersey Shore State Bank, as mortgagee, which mortgage was recorded on the 27th day of May, 2005, in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 200507981. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.
4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. On the 27th day of May, 2005, Jersey Shore State Bank, a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 27th day of May, 2005, at Instrument No. 200507982. The said assignment is incorporated herein by reference.

6. On the 15th day of September, 2006, Pennsylvania Housing Finance Agency, assigned to the Plaintiff, Wachovia Bank, National Association, the said mortgage, that assignment to be recorded in the Office of the Recorder of Deeds of Clearfield County. The said assignment is incorporated herein by reference.

7. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

8. Since June 1, 2006, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

9. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

10. The amount due on said mortgage is itemized on the attached schedule.

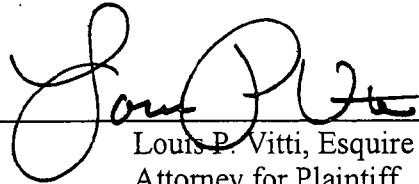
11. Pursuant to Pennsylvania Rule of Civil Procedure 1144, the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the time of the filing of this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Ninety Four Thousand One Hundred Twenty Four and 21/100 Dollars (\$94,124.21) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY



Louis P. Vitti, Esquire
Attorney for Plaintiff

dunlap

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance 83,315.23

Interest @ 5.0000% from 05/01/06 through 10/31/2006 2,088.59
(Plus \$11.4130 per day after 10/31/2006)

Late charges through 10/10/2006
0 months @ 22.67
Accumulated beforehand 90.68
(Plus \$22.67 on the 17th day of each month after 10/10/2006)

Attorney's fee 4,165.76

Escrow deficit 4,463.95

(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)

BALANCE DUE 94,124.21

Legal Description - Exhibit 'A'

ALL that certain lot or parcel of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the Knox Run Road, which point is South Eighty-three degrees Thirty-four minutes East (S 83° 34' E) Two hundred twenty-five and ninety hundredths (225.90') feet from the junction center of the State Highway and the Knox Run Road; thence North Four degrees Fifty-six minutes East (N 4° 56' E) Two hundred sixteen and ten hundredths (216.10) feet to the Frank Hoover line; thence along the Frank Hoover line South Eighty-five degrees East (S 85° E) Three hundred ninety-two and twenty hundredths (392.20') feet to a common corner of Frank Hoover and Harvey Wolf; thence along the said Harvey Wolf line South Ten degrees fifteen minutes West (S 10° 15' W) Two hundred twenty-four and ten hundredths (224.10) feet to a point in the center of the Knox Run Road; thence by center of the Knox Run Road, North Eighty-three degrees Thirty-four minutes West (N 83° 34' W), Three hundred seventy-one (371') feet to a point and the place of beginning.

EXCEPTING and **RESERVING** that parcel conveyed to Harvey Wolf, III, by deed dated 5/21/1986 and recorded to Deeds & Records Book Volume 1088, Page 189.

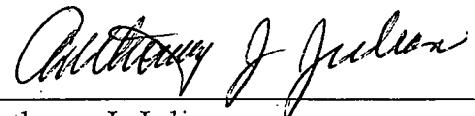
Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-S09-000-00143.

BEING the same premises as were conveyed to William W. Dunlap and Beverley A. Dunlap, husband and wife, by Deed of Harvey C. Wolf, III and Cheryl Biggans n/k/a Cheryl Dawson, Co-Executors of the Estate of Harvey C. Wolf, Jr. A/k/a Harvey Wolf, Jr., deceased, dated May 25, 2005 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200507480.

EXHIBIT "A"

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Anthony J. Julian
Director of Accounting and Loan
Servicing

Date: 10/10/2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (Trustee for
the Pennsylvania Housing
Finance Agency), Assignee of
Pennsylvania Housing Finance
Agency, Assignee of Jersey
Shore State Bank,

Plaintiff

vs.

WILLIAM W. DUNLAP and
BEVERLY A. DUNLAP,
Defendant

CIVIL DIVISION

No. 06 - 1713 - CD

ANSWER AND NEW MATTER TO
COMPLAINT IN MORTGAGE
FORECLOSURE

Filed on Behalf of:

Defendant, BEVERLY A. DUNLAP

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #C6810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED 3CC Atty
03:30 pm J. Colavecchi
FEB 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

WACHOVIA BANK, NATIONAL ASSOCIATION, :
(Trustee for the Pennsylvania Housing :
Finance Agency), Assignee of :
Pennsylvania Housing Finance Agency, :
Assignee of Jersey Shore State Bank, :
Plaintiff :
:
vs. : No. 06 - 1713 - CD
:
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP, :
Defendants :
:

**ANSWER AND NEW MATTER TO COMPLAINT
IN MORTGAGE FORECLOSURE**

NOW COMES, the Defendant, BEVERLY A. DUNLAP, now known as BEVERLY A. STRAYER, who, through her Attorney, Joseph Colavecchi, Esquire, files her Answer to Plaintiff's Complaint in Mortgage Foreclosure, and respectfully avers as follows:

1. Admitted.
2. Admitted in part and Denied in part. Defendant, Beverly A. Strayer, formerly known as Beverly A. Dunlap, is an individual residing at 178 Church Street, Morrisdale, Pennsylvania, 16858. The marriage dated June 19, 1999 between William W. Dunlap and Beverly Ann Dunlap was annulled by Decree in Annulment filed in the Court of Common Pleas of Clearfield County, Pennsylvania to Number 06-570-CD.

11. This is a statement of law and does not require an answer.

WHEREFORE, Defendant demands that the Complaint filed against her be dismissed.

NEW MATTER

Defendant, Beverly A. Strayer, formerly known as Beverly A. Dunlap, sets forth her New Matter to the Complaint in this case and respectfully avers as follows:

12. Beverly A. Strayer, formerly known as Beverly A. Dunlap, has no legal liability on the loan or money allegedly advanced by Plaintiff. She did not execute a Note to Plaintiff and has no legal liability to Plaintiff.

13. The Note which has been supplied by Plaintiff to Defendant is attached hereto and marked Exhibit "A" and is only signed by William W. Dunlap.

WHEREFORE, Defendant, Beverly A. Strayer, formerly known as Beverly A. Dunlap, demands that this Complaint in Mortgage Foreclosure filed against her be dismissed and judgment be entered in favor of her.

Respectfully submitted:



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Beverly A. Strayer
221 East Market Street
Clearfield, PA 16830

February 8, 2007

50-058
3,58
1268770

NOTE

MAY 27, 2005
(Date)

STATE COLLEGE
(City)

PENNSYLVANIA
(State)

697 KNOX RUN ROAD, MORRISDALE, PA 18858
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 84,455.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is JERSEY SHORE STATE BANK, ITS SUCCESSORS AND/OR ASSIGNS, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST INTEREST BEGINS ACCRUING ON MAY 27, 2005.

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.000 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 15th day of each month beginning on JULY 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 06-01-2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 100 MARKET STREET, PO BOX 967, WILLIAMSPORT, PA 17701 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 453.37.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a Payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.



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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

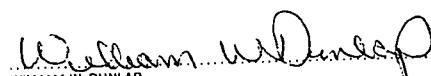
10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

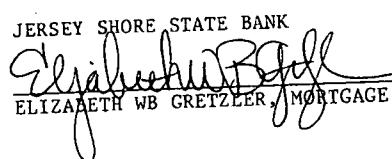
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


WILLIAM W. DUNLAP.....(Seal)
Borrower

.....(Seal)
Borrower

[Sign Original Only]

PAY WITHOUT RE COURSE TO THE PENNSYLVANIA HOUSING
FINANCE AGENCY.

JERSEY SHORE STATE BANK

ELIZABETH W. GRETZNER, MORTGAGE LOAN CONSULTANT

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

WACHOVIA BANK, NATIONAL ASSOCIATION, :
(Trustee for the Pennsylvania Housing :
Finance Agency), Assignee of :
Pennsylvania Housing Finance Agency, :
Assignee of Jersey Shore State Bank, :
Plaintiff :
:
vs. : No. 06 - 1713 - CD
:
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP, :
Defendants :
:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 9, 2007, a true and correct copy of Defendant's Answer and New Matter to Complaint in Mortgage Foreclosure in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Louis P. Vitti, Esquire
Louis P. Vitti & Associates, P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

DATE: 9-8-07

BY: Joseph Colavecchi

JOSEPH COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102294**

WACHOVIA BANK, NATIONAL ASSOCIATION

Case # **06-1713-CD**

vs.

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 21, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO WILLIAM W. DUNLAP, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

FILED

03:55pm
MAR 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102294
NO: 06-1713-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION
VS.
DEFENDANT: WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

SHERIFF RETURN

NOW, January 12, 2007 AT 1:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BEVERLY A. DUNLAP DEFENDANT AT 178 CHURCH ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BEVERLY A. DUNLAP, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102294
NO: 06-1713-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VITTI	2920	20.00
SHERIFF HAWKINS	VITTI	2920	39.22

Sworn to Before Me This

Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (Trustee for the
Pennsylvania Housing Finance Agency)
Assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, Assignee of
JERSEY SHORE STATE BANK,

CIVIL DIVISION

NO. 06-1713-CD

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Plaintiff,

vs.

WILLIAM W. DUNLAP and
BEVERLY A. DUNLAP,

Defendants.

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725



William A. Shaw
Prothonotary/Clerk of Courts

12/28/06 Document
Reinstated/Reopened to Sheriff *12/28/06*
for service.

William A. Shaw
Deputy Prothonotary

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)
(Trustee for the Pennsylvania Housing Finance Agency),) NO:
Assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, Assignee of JERSEY SHORE STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP.)
Defendant(s).)

COMPLAINT IN 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 THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 211 North Front Street, Harrisburg, PA 17105.
2. The Defendant(s) is/are individuals with a last known mailing address of 697 Knox Run Road, Morrisdale, PA 16858. The property address is **697 Knox Run Road, Morrisdale, PA 16858** and is the subject of this action.
3. On the 27th day of May, 2005, in consideration of a loan of Eighty Four Thousand Four Hundred Forty Five and 00/100 (\$84,445.00) Dollars made by Jersey Shore State Bank, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Jersey Shore State Bank, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Jersey Shore State Bank, as mortgagee, which mortgage was recorded on the 27th day of May, 2005, in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 200507981. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.
4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. On the 27th day of May, 2005, Jersey Shore State Bank, a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 27th day of May, 2005, at Instrument No. 200507982. The said assignment is incorporated herein by reference.

6. On the 15th day of September, 2006, Pennsylvania Housing Finance Agency, assigned to the Plaintiff, Wachovia Bank, National Association, the said mortgage, that assignment to be recorded in the Office of the Recorder of Deeds of Clearfield County. The said assignment is incorporated herein by reference.

7. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

8. Since June 1, 2006, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

9. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

10. The amount due on said mortgage is itemized on the attached schedule.

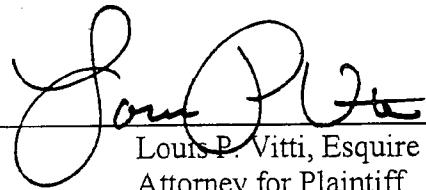
11. Pursuant to Pennsylvania Rule of Civil Procedure 1144, the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the time of the filing of this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Ninety Four Thousand One Hundred Twenty Four and 21/100 Dollars (\$94,124.21) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY



Louis P. Vitti, Esquire

Attorney for Plaintiff

dunlap

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance 83,315.23

Interest @ 5.0000% from 05/01/06 through 10/31/2006 2,088.59
(Plus \$11.4130 per day after 10/31/2006)

Late charges through 10/10/2006
0 months @ 22.67
Accumulated beforehand 90.68
(Plus \$22.67 on the 17th day of each month after 10/10/2006)

Attorney's fee 4,165.76

Escrow deficit 4,463.95

(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)

BALANCE DUE 94,124.21

Legal Description - Exhibit 'A'

ALL that certain lot or parcel of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the Knox Run Road, which point is South Eighty-three degrees Thirty-four minutes East (S 83° 34' E) Two hundred twenty-five and ninety hundredths (225.90') feet from the junction center of the State Highway and the Knox Run Road; thence North Four degrees Fifty-six minutes East (N 4° 56' E) Two hundred sixteen and ten hundredths (216.10) feet to the Frank Hoover line; thence along the Frank Hoover line South Eighty-five degrees East (S 85° E) Three hundred ninety-two and twenty hundredths (392.20') feet to a common corner of Frank Hoover and Harvey Wolf; thence along the said Harvey Wolf line South Ten degrees fifteen minutes West (S 10° 15' W) Two hundred twenty-four and ten hundredths (224.10) feet to a point in the center of the Knox Run Road; thence by center of the Knox Run Road, North Eighty-three degrees Thirty-four minutes West (N 83° 34' W), Three hundred seventy-one (371') feet to a point and the place of beginning.

EXCEPTING and **RESERVING** that parcel conveyed to Harvey Wolf, III, by deed dated 5/21/1986 and recorded to Deeds & Records Book Volume 1088, Page 189.

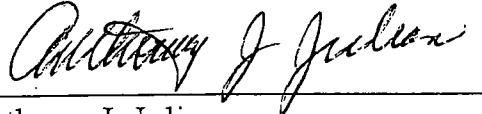
Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-S09-000-00143.

BEING the same premises as were conveyed to William W. Dunlap and Beverley A. Dunlap, husband and wife, by Deed of Harvey C. Wolf, III and Cheryl Biggans n/k/a Cheryl Dawson, Co-Executors of the Estate of Harvey C. Wolf, Jr. A/k/a Harvey Wolf, Jr., deceased, dated May 25, 2005 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200507480.

EXHIBIT" A

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Anthony J. Julian
Director of Accounting and Loan
Servicing

Date: 10/10/2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (Trustee for the
Pennsylvania Housing Finance Agency),
Assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, Assignee of JERSEY
SHORE STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP

Defendants.

CIVIL DIVISION

NO. 06-1713 CD

**MOTION FOR SPECIAL
SERVICE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219
412-281-1725

FILED 1CC
M 12:35 PM MAR 26 2007 Atty
William A. Shaw
Prothonotary/Clerk of Courts
GK

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

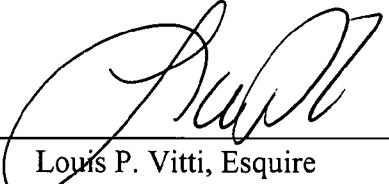
WACHOVIA BANK, NATIONAL ASSOCIATION,)
(Trustee for the Pennsylvania Housing Finance Agency,) NO. 06-1713-CD
Assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, Assignee of JERSEY SHORE STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

NOTICE OF PRESENTATION

TO: WILLIAM W. DUNLAP
c/o 697 Knox Run Road
Morrisdale, PA 16858

Take notice that the within Motion for Special Service pursuant to Rule 430 of the Pennsylvania Rules of Civil Procedure will be presented before the Motions Judge, Clearfield County, Pennsylvania, as unopposed unless a responsive pleading is filed.

LOUIS P. VITTI & ASSOC., P.C.

BY: 

Louis P. Vitti, Esquire
Attorney for Plaintiff

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)
(Trustee for the Pennsylvania Housing Finance Agency,) NO. 06-1713-CD
Assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, Assignee of JERSEY SHORE STATE BANK,)
)
Plaintiff,)
vs.)
)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
)
Defendants.)

**MOTION FOR SPECIAL SERVICE PURSUANT TO RULE 430
AND THE PENNSYLVANIA RULES OF
CIVIL PROCEDURE 400, ET SEQ.**

NOW comes the Plaintiff by and through their attorneys, Louis P. Vitti & Associates, P.C. and Louis P. Vitti, Esquire, and files this motion requesting this Honorable Court permit service pursuant to Pennsylvania Rules of Civil Procedure 400, et seq., and particularly Rule 430 whereof the following is a statement:

1. Plaintiff did file a Complaint at the above-captioned number and term in mortgage foreclosure.
2. The property address is *697 Knox Run Road, Morrisdale, Pennsylvania 16858*, and is the subject of this action.
3. The Sheriff did attempt to make service but has been unable to serve the Defendant

William W. Dunlap at 697 Knox Run Road, Morrisdale, Pennsylvania 16858 because said address is vacant. See Exhibit "A".

4. The Postmaster of Morrisdale, Pennsylvania 16858 stated Defendant William Dunlap has moved from 697 Knox Run Road, Morrisdale, Pennsylvania and left no forwarding address. See Exhibit "B".

5. The Sheriff did attempt to serve Defendant William Dunlap at 178 Church Street, Morrisdale, Pennsylvania 16858 but he was not found at said address. See Exhibit "C".

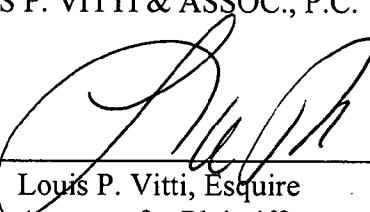
6. Efforts to effectuate service by the Sheriff have met without success and service has been frustrated requiring presentation of this Motion.

WHEREFORE, Plaintiff prays this Honorable Court enter an Order permitting service by ordinary mail to Defendant's last known address and also by posting the property by the Sheriff.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY:


Louis P. Vitti, Esquire
Attorney for Plaintiff
PA ID 01072
916 Fifth Avenue
Pittsburgh, PA 15219
(412) 281-1725

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

WACHOVIA BANK, N.A., ET AL. Plaintiff,)
vs.) NO. 06-1713-CD
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP Defendants.)

INVESTIGATION AFFIDAVIT PURSUANT TO P.A.R.C.P. NO. 430

Four Star Investigation sets forth the following:

1. Affiant and/or its agents have conducted an investigation to determine the whereabouts of the Defendant(s), WILLIAM W. DUNLAP and BEVERLY A. DUNLAP, by making inquiries of or examining the following:

a. Local telephone directory assistance has the following information:

NO LISTING FOR EITHER WILLIAM
OR BEVERLY DUNLAP.

b. Department of Transportation - shows that the last known address for the Defendant(s) is/are:

WILLIAM W. DUNLAP - NO RECORD

BEVERLY A. DUNLAP - NO RECORD

c. Other (please explain):

SOC SEC. CHECK SHOWS 697 KNOX RUN RD. AS
MOST RECENT ADDRESS FOR WILLIAM W. DUNLAP.

NEIGHBORS ON CHURCH STREET, MORRISDALE, PA
DO NOT KNOWLEDGE OF BEVERLY DUNLAP.

UNABLE TO CONTACT ANY NEIGHBORS ON KNOX RUN RD,
MORRISDALE, PA. TO CONFIRM IF WILLIAM DUNLAP IS AT
THAT ADDRESS.

2. Notwithstanding the investigation as set forth in this Affidavit, Affiant and/or its agents have not been able to locate the whereabouts of said Defendant(s) as shown above and by the attached exhibits.

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

FOUR STAR INVESTIGATION

BY:

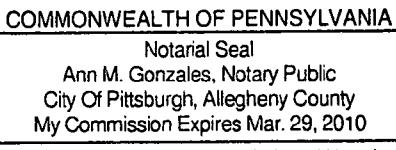

Investigator

Commonwealth of Pennsylvania :
: SS.

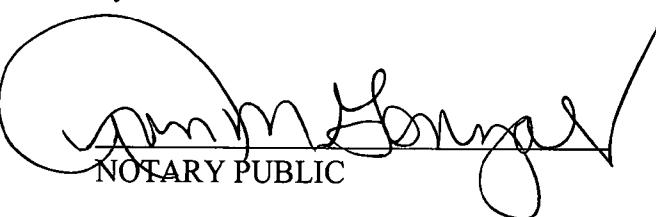
County of Allegheny :

On this the 16th day of February, 2007, before me the undersigned officer, personally appeared the Affiant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Member, Pennsylvania Association of Notaries


NOTARY PUBLIC

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102052**

WACHOVIA BANK, NATIONAL ASSOCIATION

Case # 06-1713-CD

vs.

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW February 02, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO WILLIAM W. DUNLAP, DEFENDANT. 697 KNOX RUN ROAD, MORRISDALE "EMPTY".

SERVED BY: /

EXHIBIT A

LOUIS P. VITTI & ASSOCIATES, P.C.

916 Fifth Avenue

Pittsburgh, PA 15219

PHONE: (412) 281-1725

FAX: (412) 281-3810

DATE: DECEMBER 4, 2006

POSTMASTER OF MORRISDALE PA 16858

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

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

Name: WILLIAM W. DUNLAP and BEVERLY A. DUNLAP
Address: 697 KNOX RUN ROAD, MORRISDALE PA 16858

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.

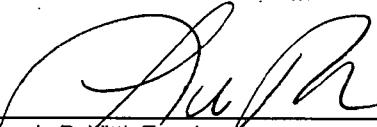
1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting *pro se* - except a corporation acting *pro se* must cite statute): N/A
3. The names of all known parties to the litigation: WACHOVIA BANK, N.A.
4. The court in which the case has been or will be heard: CLEARFIELD COUNTY, PA
5. The docket or other identifying number if one has been issued: NO. 06-1713-CD
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. SECTION 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.

William W. Dunlap (only)
Moved left no forwarding
Address.


Louis P. Vitti, Esquire
916 Fifth Avenue
Pittsburgh, PA 15219

FOR POST OFFICE USE ONLY

ADDRESS or BOXHOLDER'S POSTMARK

No change of address order on file. NEW

Not known at address given.

NAME AND STREET ADDRESS

Beverly A. Dunlap (only)

Moved, left no forwarding address.

178 Church st.

No such address.

EXHIBIT "B"

Morrisdale, PA 16858

Good as Addressed

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102294**

WACHOVIA BANK, NATIONAL ASSOCIATION

Case # 06-1713-CD

VS.

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 21, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO WILLIAM W. DUNLAP, DEFENDANT. WHEREABOUTS UNKNOWN. 178 CHURCH STREET

SERVED BY: /

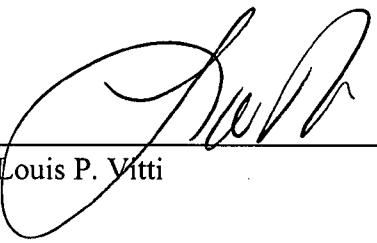
EXHIBIT "C"

VERIFICATION

NOW Louis P. Vitti verifies that the statements made in this Motion are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.

BY:


Louis P. Vitti

Dated: March 23, 2007

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)
(Trustee for the Pennsylvania Housing Finance Agency,) NO. 06-1713-CD
Assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, Assignee of JERSEY SHORE STATE BANK,)
)
Plaintiff,)
vs.)
)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
)
Defendants.)

CERTIFICATE OF SERVICE

I, Louis P. Vitti, hereby certify that on the 23rd day of March, 2007, a true and correct copy of the within Motion for Special Service was served upon the following by Regular U.S. Mail:

*William W. Dunlap
c/o 697 Knox Run Road
Morrisdale, PA 16858*

I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

BY:


Louis P. Vitti, Esquire

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)
(Trustee for the Pennsylvania Housing Finance Agency),) NO. 06-1713-CD
Assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, Assignee of JERSEY SHORE STATE BANK,)
)
Plaintiff,)
vs.)
)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
)
Defendants.)

ORDER OF COURT

NOW, this _____ day of _____, 2007, it appearing to the Court that the Sheriff has been frustrated in service of process, it is Ordered, Adjudged and Decreed that service of the Complaint and all subsequent documents upon all Defendants be accomplished by ordinary mail to Defendant's last known address and by posting the property by the Sheriff in order to effect compliance with Rule 400, et seq. and Rule 3129.1, et seq.

BY THE COURT:

J.
1

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

WACHOVIA BANK, NATIONAL ASSOCIATION, *
(Trustee for the Pennsylvania Housing Finance Agency), *
Assignee of PENNSYLVANIA HOUSING FINANCE AGENCY*
Assignee OF JERSEY SHORE STATE BANK *
Plaintiff *

vs. *

NO. 06-1713-CD

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP, *
Defendants *

O R D E R

NOW, this 28th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **WILLIAM W. DUNLAP and BEVERLY A. DUNLAP** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 697 Knox Run Road, Morrisdale, Pennsylvania 16858 and 178 Church Street, Morrisdale, Pennsylvania 16858;
3. By certified mail, return receipt requested, 697 Knox Run Road, Morrisdale, Pennsylvania 16858 and 178 Church Street, Morrisdale, Pennsylvania 16858; and
4. By posting the mortgaged premises known in this herein action as 697 Knox Run Road, Morrisdale, Pennsylvania 16858.

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 3cc
01/03/2007 Atty. with
MAR 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT

FREDRIC J. AMMERMAN
President Judge

FILED
M 12:34 p.m. Atty pd 7.00
APR 04 2007 1 Comp.

William A. Shaw *reinstated to*
Prothonotary/Clerk of Courts *Sheriff*

(SK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (Trustee for the
Pennsylvania Housing Finance Agency),
Assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, Assignee of JERSEY
SHORE STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP

Defendants.

CIVIL DIVISION

NO. 06-1713-CD

**PRAECIPE TO REINSTATE
COMPLAINT IN MORTGAGE
FORECLOSURE**

Code - Mortgage Foreclosure

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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

WACHOVIA BANK, NATIONAL ASSOCIATION, (Trustee for the) NO. 06-1713-CD
Pennsylvania Housing Finance Agency), Assignee of)
PENNSYLVANIA HOUSING FINANCE AGENCY,)
Assignee of JERSEY SHORE STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

PRAECIPE TO REINSTATE COMPLAINT

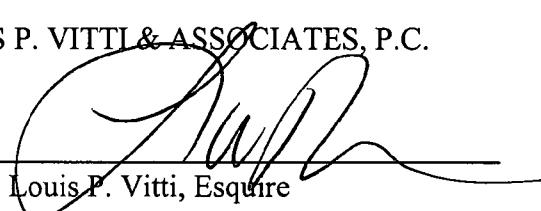
TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please reinstate the complaint in the above-captioned case.

Respectfully submitted,

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:


Louis P. Vitti, Esquire

DATE: April 2, 2007

FILED

APR 10 2007

ml 2:15 (W)

William A. Shaw

Prothonotary/Clerk of Courts

(6K)

1 copy to Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (Trustee for the
Pennsylvania Housing Finance Agency)
Assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, Assignee of JERSEY
SHORE STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP,
Defendants.

CIVIL DIVISION

NO. 06-1713-CD

**CERTIFICATION OF
MAILING**

Code - Mortgage Foreclosure

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

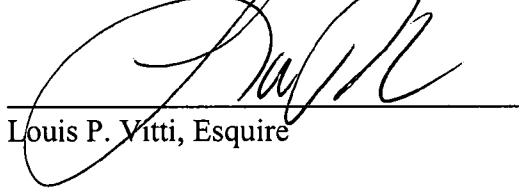
(412) 281-1725

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)
(Trustee for the Pennsylvania Housing Finance Agency)) No. 06-1713-CD
Assignee of PENNSYLVANIA HOUSING FINANCE)
AGENCY, Assignee of JERSEY SHORE STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP,)
Defendants.)

CERTIFICATION OF MAILING

I, Louis P. Vitti, Esquire, do hereby certify that service of the Complaint was accomplished by ordinary mail and certified mail, return receipt requested on Defendant William W. Dunlap at 697 Knox Run Road, Morrisdale, Pennsylvania 16858 and 178 Church Street, Morrisdale, Pennsylvania 16858, on April 9, 2007, as per the Order of Court dated March 28, 2007. A copy of said certificate of mailing is attached hereto as Exhibits "A-1" and "A-2".

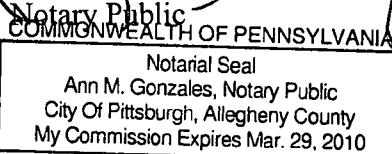


Louis P. Vitti, Esquire

Sworn to and subscribed

before me, this 9th

day of April, 2007.



Notary Public
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Ann M. Gonzales, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Mar. 29, 2010

Member, Pennsylvania Association of Notaries

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Louis P. Vitti & Associates 916 Fifth Avenue Pittsburgh, PA 15219	
One piece of ordinary mail addressed to: WILLIAM W. DUNLAP 178 CHURCH STREET MORRISDALE, PA 16858	



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Louis P. Vitti & Associates 916 Fifth Avenue Pittsburgh, PA 15219	
One piece of ordinary mail addressed to: WILLIAM W. DUNLAP 697 KNOX RUN ROAD MORRISDALE PA 16858	



EXHIBIT "A-1"

<p>US Postal Service Certified Mail Receipt <i>Domestic Mail Only</i> <i>No Insurance</i> <i>Coverage Provided</i></p>	Postage	\$
	Certified Fee	
	Return Receipt Fee (Endorsement Required)	
	Restricted Delivery Fee (Endorsement Required)	
	Total Postage & Fees	\$
	Postmark Here	

✓ Sent To:

WILLIAM W. DUNLAP
697 KNOX RUN ROAD
MORRISDALE, PA 16058

PS Form 3800, January 2005

US Postal Service

Certified Mail Receipt

2

<p>US Postal Service Certified Mail Receipt <i>Domestic Mail Only</i> <i>No Insurance</i> <i>Coverage Provided</i></p>	Postage	\$	<p>Postmark Here</p>
	Certified Fee		
	Return Receipt Fee (Endorsement Required)		
	Restricted Delivery Fee (Endorsement Required)		
	Total Postage & Fees	\$	

• Sent To:

WILLIAM W. DUNLAP
178 CHURCH STREET
MORRISDALE PA 16858

ՏԵՐԵ ՕՐԵՆ 9849 79773

PS Form 3800, January 2005

US Postal Service

Certified Mail Receipt

2

EXHIBIT "A-2"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION, (Trustee for the
Pennsylvania Housing Finance Agency)
Assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, Assignee of JERSEY
SHORE STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP

Defendants.

CIVIL DIVISION

NO. 06-1713-CD

**PROOF OF PUBLICATION IN
THE PROGRESS**

Code - Mortgage Foreclosure

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED
m/12/2007
APR 20 2007
5:11
NOCC

William A. Shaw
Prothonotary/Clerk of Courts

In the
Court of
Common Pleas
of Clearfield County,
Pennsylvania

In Re: Wachovia Bank,
National Association, et al.

vs.
William W. Dunlap and
Beverly A. Dunlap
Attorney for Plaintiff:
Louis P. Vitti, Esquire,
Louis P. Vitti
& Associates, P.C.
916 Fifth Ave.
Pittsburgh, PA 15219.
(412) 281-1725.

COMPLAINT IN
MORTGAGE FORECLOSURE
NO. 06-1713-CD

You have been named as Defendants in a civil action instituted by Wachovia Bank, N.A. against you in this Court. This action has been instituted to foreclose on a Mortgage dated May 27, 2005, and recorded in the Recorder's Office of Clearfield County at Instrument No. 200507981, on May 27, 2005.

You are hereby notified to plead to the above-referenced Complaint within twenty (20) days from the date of publication of this Notice or a judgement will be entered against you.

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so the case may proceed without you and 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 or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

LAWYER REFERRAL SERVICE:
PROTHONOTARY,
CLEARFIELD COUNTY
COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641-EXT. 20

4:11-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this 17th day of April, A.D. 2007, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of April 11, 2007. And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

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

Cheryl J. Robison COMMONWEALTH OF PENNSYLVANIA
Notary Public Clearfield, Pa. Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2007

Member, Pennsylvania Association Of Notaries

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

WACHOVIA BANK, NATIONAL ASSOCIATION, :
(Trustee for the Pennsylvania Housing Finance Agency) :
Assignee of PENNSYLVANIA HOUSING FINANCE :
AGENCY, Assignee of JERSEY SHORE STATE :
BANK, :
Plaintiff :
vs. : Case No. 06-1713 CD
WILLIAIM W. DUNLAP and BEVERLY A. DUNLAP, :
Defendants. :

FILED Atty pd, 2000
12/16/2006 10:50 AM
APR 26 2006 JCCA Atty
William A. Shaw Notice to
Prothonotary/Clerk of Courts
Atty Colawecchi
Statement to Atty Viti
Atty Viti (G)

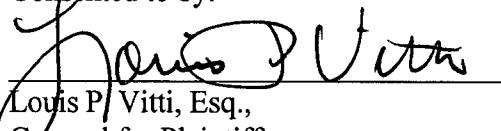
STIPULATED JUDGMENT

On behalf of their respective clients, counsel for Plaintiff and counsel for Defendant Beverly A. Dunlap have consented to the entry of a judgment in favor of the Plaintiff and against Defendant Beverly A. Dunlap for foreclosure of the mortgage of Plaintiff in the within cause and for sale of the mortgaged property of Defendant Beverly A. Dunlap for the amount due under the mortgage as of October 31, 2006, itemized as follows:

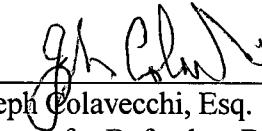
Unpaid principal balance	\$83,315.23
Interest, 5/1/06 through 10/31/06 at 5.00%	2,088.59
Unpaid late charges	90.68
Escrow deficit	4,463.95
Attorney's fee at 5%	<u>4,165.76</u>
TOTAL DUE	<u>\$94,124.21.</u>

NOTHING CONTAINED HEREIN SHALL, IN ANY WAY, BE CONSTRUED AS
ENTRY OF AN IN PERSONAM JUDGMENT AGAINST DEFENDANTS, BUT RATHER
SAID JUDGMENT IS LIMITED TO THE FORECLOSURE AND SALE OF THE REAL
ESTATE OF DEFENDANTS IN THE NORMAL COURSE OF THE WITHIN FORECLOSURE
ACTION.

Consented to by:



Louis P. Vitti, Esq.,
Counsel for Plaintiff



Joseph Colavecchi, Esq.
Counsel for Defendant Beverly A. Dunlap

Date: 4/24/07

Date: 4/19/07

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Wachovia Bank, National Association, (Trustee for the
Pennsylvania Housing Finance Agency) Assignee of
Pennsylvania Housing Finance Agency, Assignee of
Jersey Shore State Bank

Vs.

No. 2006-01713-CD

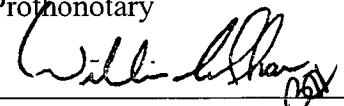
William W. Dunlap and Beverly A. Dunlap

To: BEVERLY A. DUNLAP
c/o Joseph Colavecchi, Esq.

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$94,124.21 on April 26, 2007.

William A. Shaw

Prothonotary



William A. Shaw

COPY

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

Wachovia Bank, National Association, (Trustee
for Pennsylvania Housing Finance Agency),
Assignee of Pennsylvania Housing Finance
Agency, Assignee of Jersey Shore State Bank
Plaintiff(s)

No.: 2006-01713-CD

Real Debt: \$94,124.21

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William W. Dunlap
Beverly A. Dunlap
Defendant(s)

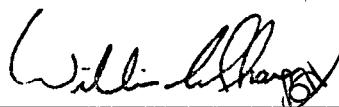
Entry: \$20.00

Instrument: Stipulated Judgment against
Beverly A. Dunlap ONLY

Date of Entry: April 26, 2007

Expires: April 26, 2012

Certified from the record this 26th day of April, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK NATIONAL
ASSOCIATION, (trustee for the
Pennsylvania Housing Finance Agency)
Assignee of PENNSYLVANIA HOUSING
FINANCE AGENCY, Assignee of JERSEY
SHORE STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP,

Defendants.

CIVIL DIVISION

NO. 06-1713-CD

**PROOF OF PUBLICATION IN
THE CLEARFIELD COUNTY
LEGAL JOURNAL**

Code - Mortgage Foreclosure

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED 1cc AM
m/12/20cm Vitti
MAY 07 2007
S
William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF PUBLICATION

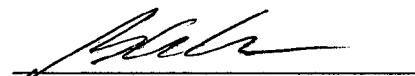
STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

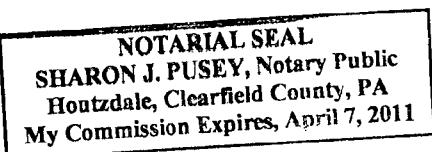
On this 20th day of April AD 2007, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of April 20, 2007, Vol. 19 No. 16. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

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

Sharon J. Pusey
Notary Public
My Commission Expires



Louis P. Vitti Esquire
916 Fifth Ave
Pittsburgh PA 15219

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA.

In Re: Wachovia Bank, National
Association, et al. vs. William W. Dunlap and
Beverly A. Dunlap

Attorney for Plaintiff: Louis P. Vitti,
Esquire, Louis P. Vitti & Associates, P.C.,
916 Fifth Ave., Pgh., PA 15219. (412) 281-
1725.

COMPLAINT IN
MORTGAGE FORECLOSURE
NO. 06-1713-CD

You have been named as Defendants in
a civil action instituted by Wachovia Bank,
N.A. against you in this Court. This action
has been instituted to foreclose on a
Mortgage dated May 27, 2005, and recorded
in the Recorder's Office of Clearfield County
at Instrument No. 200507981, on May 27,
2005.

You are hereby notified to plead to the
above-referenced Complaint within twenty
(20) days from the date of publication of this
Notice or a judgment will be entered against
you.

If you wish to defend, you must enter a
written appearance personally or by attorney
and file your defenses or objections in
writing with the Court. You are warned that if
you fail to do so the case may proceed
without you and 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 or cannot afford one, go to or
telephone the office set forth below to find
out where you can get legal help.

LAWYER REFERRAL SERVICE.
PROTHONOTARY, CLEARFIELD
COUNTY COURTHOUSE, CLEARFIELD,
PA 16830. (814) 765-2641-EXT. 20.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOIVA BANK, NATIONAL
ASSOCIATION, (trustee for the
PENNSYLVANIA HOUSING FINANCE
AGENCY) assignee of JERSEY SHORE STATE
BANK

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP,

Defendants.

CIVIL DIVISION

NO. 06-1713-CD

**PETITION TO DIRECT SHERIFF'S
RETURN**

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED NO CC
M 110:58 AM JUN 29 2007
60
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

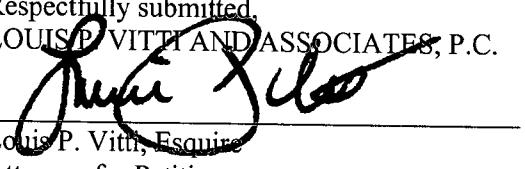
WACHOIVA BANK, NATIONAL ASSOCIATION,) NO. 06-1713-CD
(trustee for the PENNSYLVANIA HOUSING FINANCE)
AGENCY) assignee of JERSEY SHORE STATE BANK)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP,)
Defendants.)

PETITION TO DIRECT SHERIFF'S RETURN

1. Petitioners is the Plaintiff of the above caption number and term.
2. The Defendants, William W. Dunlap and Beverly A. Dunlap are defendants/ mortgagors at the above caption number and term.
3. The action that is filed is an action in mortgage foreclosure for obtaining possession of property for failure to pay mortgage.
4. Service has been made and judgment has been entered by stipulation. Service was made by publication per order of court since the defendants were without the jurisdiction of Clearfield County. The defendant William Dunlap was without the County of Clearfield and Beverly Dunlap is represented by Joseph Colavecchi. See Exhibit "A" and "B"
5. In spite of the status of the case, in that judgment may be entered and sale scheduled, the Sheriff is unable to make the timely return of service.
6. The property in question is abandoned and is subject to vandalism, destruction and other damage while awaiting return of service by the Office of the Sheriff not with standing that sale must be scheduled for return of the secured property to the Plaintiff.

Wherefore, the Petitioner prays that this Honorable Court enter an order directing the Office of the Sheriff to duly required sheriff return of service to allow this case to proceed and protect the security for which the loan was made.

Respectfully submitted,
LOUIS P. VITTI AND ASSOCIATES, P.C.


Louis P. Vitti, Esquire
Attorney for Petitioner

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

WACHOVIA BANK, NATIONAL ASSOCIATION, :
(Trustee for the Pennsylvania Housing Finance Agency) :
Assignee of PENNSYLVANIA HOUSING FINANCE :
AGENCY, Assignee of JERSEY SHORE STATE :
BANK, :
Plaintiff :
vs. : Case No. 06-1713 CD
WILLIAIM W. DUNLAP and BEVERLY A. DUNLAP, :
Defendants. :

STIPULATED JUDGMENT

On behalf of their respective clients, counsel for Plaintiff and counsel for Defendant Beverly A. Dunlap have consented to the entry of a judgment in favor of the Plaintiff and against Defendant Beverly A. Dunlap for foreclosure of the mortgage of Plaintiff in the within cause and for sale of the mortgaged property of Defendant Beverly A. Dunlap for the amount due under the mortgage as of October 31, 2006, itemized as follows:

Unpaid principal balance	\$83,315.23
Interest, 5/1/06 through 10/31/06 at 5.00%	2,088.59
Unpaid late charges	90.68
Escrow deficit	4,463.95
Attorney's fee at 5%	<u>4,165.76</u>
TOTAL DUE	<u>\$94,124.21</u>

EXHIBIT "A"

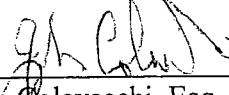
NOTHING CONTAINED HEREIN SHALL, IN ANY WAY, BE CONSTRUED AS ENTRY OF AN IN PERSONAM JUDGMENT AGAINST DEFENDANTS, BUT RATHER SAID JUDGMENT IS LIMITED TO THE FORECLOSURE AND SALE OF THE REAL ESTATE OF DEFENDANTS IN THE NORMAL COURSE OF THE WITHIN FORECLOSURE ACTION.

Consented to by:



Louis P. Vitti, Esq.,
Counsel for Plaintiff

Date: 4/24/07



Joseph Colavecchi, Esq.
Counsel for Defendant Beverly A. Dunlap

Date: 4/19/07

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

WACHOVIA BANK, NATIONAL ASSOCIATION, *
(Trustee for the Pennsylvania Housing Finance Agency), *
Assignee of PENNSYLVANIA HOUSING FINANCE AGENCY*
Assignee OF JERSEY SHORE STATE BANK *
Plaintiff *

vs. *

NO. 06-1713-CD

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP, *
Defendants *

O R D E R

NOW, this 28th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **WILLIAM W. DUNLAP and BEVERLY A. DUNLAP** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 697 Knox Run Road, Morrisdale, Pennsylvania 16858 and 178 Church Street, Morrisdale, Pennsylvania 16858;
3. By certified mail, return receipt requested, 697 Knox Run Road, Morrisdale, Pennsylvania 16858 and 178 Church Street, Morrisdale, Pennsylvania 16858; and
4. By posting the mortgaged premises known in this herein action as 697 Knox Run Road, Morrisdale, Pennsylvania 16858.

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

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

MAR 29 2007

EXHIBIT" b "

BY THE COURT
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest.

William E. Ammerman
Prothonotary/
Clerk of Courts

CERTIFICATE OF SERVICE

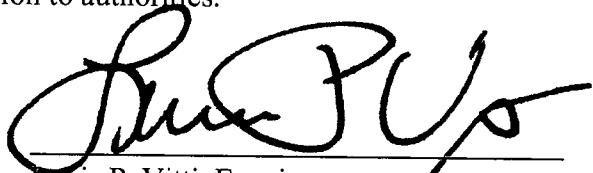
I, Louis P. Vitti, hereby certify that on the 27th day of June , 2007, a true and correct copy of the within Petition to Direct Sheriff's Return was served upon the following by Regular U.S. Mail:

*Joseph Colavecchi
c/o Beverly A. Dunlap
221 East Market Street
PO Box 131
Clearfield, PA 16830*

*William W. Dunlap
697 Knox Run Rd
Morrisdale, PA 16858*

*William W. Dunlap
178 Church Street
Morrisdale, PA 16858*

I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.



Louis P. Vitti, Esquire

VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this petition are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.



Louis P. Vitti

Dated: 6/27/07

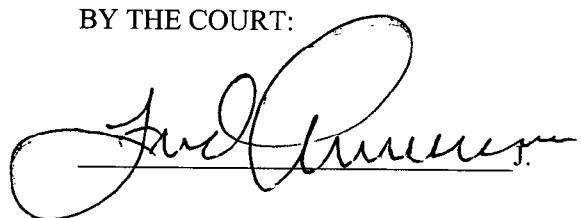
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713-CD
(trustee for the PENNSYLVANIA HOUSING FINANCE)
AGENCY) assignee of JERSEY SHORE STATE BANK)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP,)
Defendants.)

ORDER OF COURT

AND NOW, this 29 day of June, 2007, upon consideration of the
Petition for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return, it is
hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield County is to file the
Sheriff's Return with the Prothonotary's Office on or before July 16, 2007.

BY THE COURT:



FILED ^{ICC ATT}
9/12/12 am ^{with}
JUL 02 2007 copy to shff


William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1-2-2007

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:

FILED
JUL 02 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102651
NO: 06-1713-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: WILLIAM W. DUNLAP

SHERIFF RETURN

NOW, April 19, 2007 AT 9:25 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 697 KNOX RUN ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DEHAVEN / HUNTER

FILED
04/25/2007
JUL 03 2007
JM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102651
NO: 06-1713-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: WILLIAM W. DUNLAP

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VITTI	3729	10.00
SHERIFF HAWKINS	VITTI	3729	21.61

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOIVA BANK, NATIONAL
ASSOCIATION,
(trustee for the PENNSYLVANIA HOUSING
FINANCE
AGENCY) assignee of JERSEY SHORE STATE
BANK

CIVIL DIVISION
NO.
NO. 06-1713-CD

Plaintiff,

AFFIDAVIT OF SERVICE

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP,

Defendants.

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED *JO*
JUL 05 2007 NOCC
M 12:47 PM 2007

William A. Shaw
Prothonotary/Clerk of Courts

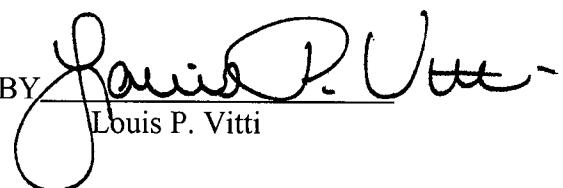
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713-CD
(trustee for the PENNSYLVANIA HOUSING FINANCE)
AGENCY) assignee of JERSEY SHORE STATE BANK)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP,)
Defendants.)

AFFIDAVIT OF SERVICE

I, Louis P. Vitti, do hereby certify that the Order of Court Directing Sheriff to File Service Returns has been served upon the Sheriff's Office by via facsimile on July 3, 2007, instructing them to fulfill the orders instructions.

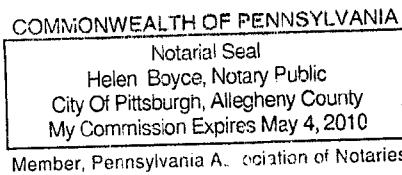
LOUIS P. VITTI & ASSOCIATES, P.C.

BY 
Louis P. Vitti

SWORN to and subscribed

before me this 3rd day

of July, 2007.




H. Boyce
Notary Public

LOUIS P. VITTI & ASSOCIATES, P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

PHONE: (412) 281-1725 FAX: (412) 281-3810



FACSIMILE TRANSMITTAL

DATE: 7/3/07

ADDRESSEE:	Real Estate Department
COMPANY:	Sheriff of Clearfield County
YOUR FAX NUMBER:	1-814-765-5915
FROM:	Helen

Number of Pages (including cover): 4

RE: US Bank, et al vs. Paul Wilcox No. 2007-375-CD
RTR Properties, et al vs. Danielle Bobby No. 07-756-CD
Wachovia Bank, et al vs. William Dunlap No. 06-1713-CD

ADDITIONAL COMMENTS:

To follow are copies of 3 different Order or Courts instructing the Sheriff's Office to file the Sheriff returns on or about July 16, 2007. Please execute on said order.

Original Copy to follow by mail: Yes No

NOTE: If you have difficulty receiving this transmittal, please call (412) 281-1725. Thank you.

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE USE OF THE ABOVE NAMED INDIVIDUAL OR COMPANY. IF THE READER IS NOT THE INTENDED RECIPIENT, EMPLOYEE, OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED PARTY, YOU ARE HEREBY NOTIFIED THAT DISSEMINATION OR COPYING OF THIS FACSIMILE IS PROHIBITED BY LAW. IF YOU RECEIVE THIS FACSIMILE IN ERROR, PLEASE NOTIFY THE ABOVE BY TELEPHONE OR RETURN THE ORIGINAL FACSIMILE BY THE U.S. POSTAL SERVICE. THANK YOU.

HP LaserJet 3330

HP LASERJET 3200



Jul-3-2007 1:03PM

Fax Activity Log

Job	Date	Time	Type	Identification	Duration	Pages	Result
281	5/ 1/2007	9:05:22AM	Receive	717 238 7158	1:58	2	OK
282	5/ 1/2007	2:56:12PM	Send	16104786222	0:37	1	OK
283	5/ 2/2007	10:18:00AM	Send	19379137289	4:00	3	OK
284	5/ 4/2007	10:15:37AM	Monitor Dial		0:00	0	Stop
285	5/ 4/2007	10:16:28AM	Send		0:00	0	Busy
286	5/ 4/2007	10:17:56AM	Send	7248303459	0:31	1	OK
287	5/ 7/2007	12:51:59PM	Send	18146954737	0:55	1	OK
288	5/ 8/2007	9:31:57AM	Send	18144566323	0:00	0	Busy
289	5/ 8/2007	9:33:43AM	Send	18144566323	0:00	0	Busy
290	5/ 8/2007	9:39:32AM	Send	18144566323	0:00	0	Busy
291	5/ 8/2007	9:45:27AM	Send	18144566323	0:00	0	Busy
292	5/ 8/2007	9:51:14AM	Send	18144566323	0:00	0	Busy
293	5/ 8/2007	9:56:46AM	Send	18144566323	0:00	0	Busy
294	5/ 8/2007	3:43:56PM	Receive		0:34	0	No Fax Detected
295	5/10/2007	7:28:23AM	Send	18773219650	2:47	6	OK
296	5/11/2007	11:22:49AM	Receive		1:03	0	No Fax Detected
297	5/11/2007	11:26:25AM	Receive	412 918 7360	0:18	1	OK
298	5/14/2007	8:54:49AM	Send	17246621603	1:50	1	OK
299	5/15/2007	9:51:03AM	Receive	4122814523	1:05	1	OK
300	5/15/2007	9:58:13AM	Receive	4122814523	1:35	1	OK
301	5/23/2007	2:13:13PM	Send	17247331040	1:40	1	OK
302	5/30/2007	9:08:21AM	Send	15708305131	1:09	1	OK
303	5/30/2007	10:47:49AM	Send	15708251849	1:00	1	OK
304	5/30/2007	10:52:01AM	Send	17177714631	0:29	1	OK
305	5/31/2007	10:18:52AM	Monitor Dial		0:00	0	Stop
306	5/31/2007	10:19:48AM	Send	16108911765	1:08	1	OK
307	5/31/2007	10:59:33AM	Send	15708251849	1:20	1	OK
308	6/ 5/2007	1:45:20PM	Send	12156863971	1:11	1	OK
309	6/ 8/2007	11:56:08AM	Send	12156863971	0:56	1	OK
310	6/11/2007	3:14:34PM	Monitor Dial		0:00	0	Stop
311	6/11/2007	3:15:17PM	Send		0:00	0	Busy
312	6/11/2007	3:16:49PM	Send	12156863971	0:00	0	Busy
313	6/11/2007	3:22:16PM	Send	12156863971	0:30	1	OK
314	6/19/2007	11:34:14AM	Send	12156863971	0:43	1	OK
315	6/19/2007	11:47:56AM	Send	17246529646	0:47	1	OK
316	6/20/2007	8:37:10AM	Send	17173346521	1:25	1	OK
317	6/21/2007	10:13:16AM	Send	16109730124	6:52	7	OK
318	6/22/2007	9:11:12AM	Send	18143375062	1:23	1	OK
319	6/25/2007	10:33:17AM	Send	4125212160	1:11	2	OK
320	7/ 3/2007	1:00:29PM	Send	18147655915	3:29	4	OK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

WACHOVIA BANK, NATIONAL
ASSOCIATION,
(trustee for PENNSYLVANIA HOUSING
FINANCE
AGENCY), assignee of PENNSYLVANIA
HOUSING
FINANCE AGENCY, assignee of JERSEY
SHORE
STATE BANK,

Plaintiff,
vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP

Defendants.

NO. 06-1713-CD

**PRAECIPE TO REDUCE SUMMARY
JUDGMENT TO JUDGMENT AND
AFFIDAVIT OF NON-MILITARY
SERVICE**

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED *No fee (paid prior)*
M 12:41 BOL Notice to
JUL 19 2007 *Def. clo*
Atty J. Colarelli
William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Atty
(b)(6)

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

PRAECIPE TO REDUCE SUMMARY JUDGMENT
ON THE PLEADINGS TO JUDGMENT

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please reduce Stipulated Judgment on the Pleadings to Judgment on behalf of the Plaintiff, *Wachovia Bank, National Association, et al*, in the above-captioned action, against the Defendant, *Beverly A. Dunlap*, said Judgment to be in the amount of *Ninety Four Thousand, One hundred Twenty-Four Dollars and Twenty-One Cents (\$94,124.21) Dollars*, together with interest and costs.

The real estate, which is the subject matter of the Complaint, is situate in Cooper Twp, Clearfield Cty, Cmwlth of PA. HET a dwg k/a 697Knox Run Road, Morrisdale, PA 16858. Parcel# 110-S09-000-00143..


Louis P. Vitti, Esquire
Attorney for the Plaintiff

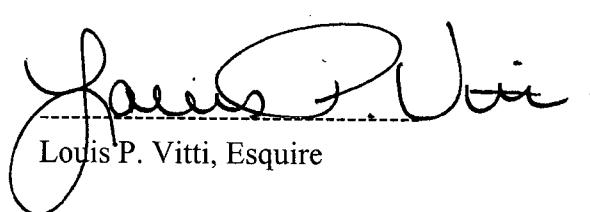
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

BEFORE me, the undersigned authority, personally appeared Louis P. Vitti, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that DEFENDANT(S) is/are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge is/are not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.



Louis P. Vitti, Esquire

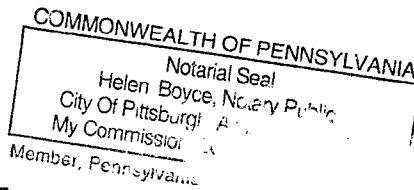
SWORN to and subscribed

before me this 17th day

of July, 2007.



Helen Boyce
Notary Public



COPY

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding
on the 19th day of July 2007.

Judgment is as follows: **\$94,124.21**.



Deputy

** THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.**

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

COPY

Wachovia Bank, National Association
Pennsylvania Housing Finance Agency
Jersey Shore State Bank
Plaintiff(s)

No.: 2006-01713-CD

Real Debt: \$94,124.21

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William W. Dunlap
Beverly A. Dunlap
Defendant(s)

Entry: \$20.00 (paid prior)

Instrument: Judgment against Beverly A.
Dunlap ONLY

Date of Entry: July 19, 2007

Expires: July 19, 2012

Certified from the record this 19th day of July, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NO. 06-1713 CD

**PRAECIPE FOR DEFAULT
JUDGMENT, CERTIFICATION OF
MAILING AND AFFIDAVIT OF NON-
MILITARY SERVICE**

WACHOVIA BANK, NATIONAL
ASSOCIATION,
(trustee for PENNSYLVANIA HOUSING
FINANCE
AGENCY, assignee of PENNSYLVANIA
HOUSING
FINANCE AGENCY, assignee of JERSEY
SHORE
STATE BANK,

Plaintiff,
vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP

Defendants.

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED
M 10:53 AM Atty pd.
JUL 19 2007 00.00
Notice to
Def.
William A. Shaw
Prothonotary/Clerk of Courts
Statement
to Atty
6K

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

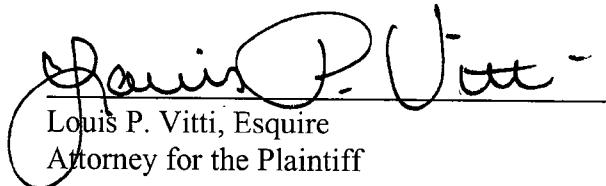
PRAECIPE FOR DEFAULT JUDGMENT
AND ASSESSMENT OF DAMAGES

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$94,124.21**, in favor of the Wachovia Bank, et al , Plaintiff in the above-captioned action, against the Defendants, **William W. Dunlap** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

Unpaid Principal Balance	\$83,315.23
Interest from 5/1/06-10/31/06 (Plus \$5% per day after 10/31/06)	2,088.59
Late charges	90.68
Attorney's fee	4,165.76
Escrow Deficit (Plus any additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	4,463.95
Total Amount Due	<u>\$94,124.21</u>

The real estate, which is the subject matter of the Complaint, is situate in Cooper Twp, Clearfield Cty, Cmwlth of PA. HET a dwg k/a 697Knox Run Road, Morrisdale, PA 16858. Parcel# 110-S09-000-00143.


Louis P. Vitti, Esquire
Attorney for the Plaintiff

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

CERTIFICATION OF MAILING

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on June 12, 2007, giving ten (10) day notice that judgment would be entered should no action be taken.

LOUIS P. VITTI & ASSOCIATES, P.C.

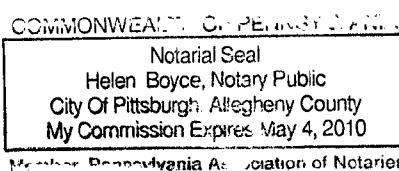
BY:


Louis P. Vitti, Esquire
Attorney for Plaintiff

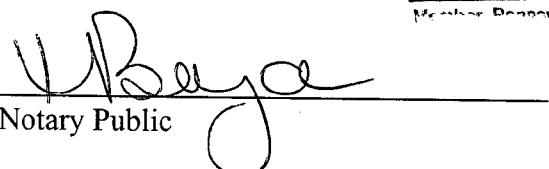
SWORN to and subscribed

before me this 17th day

of July, 2007.



Member Pennsylvania Association of Notaries


Notary Public

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

WACHOVIA BANK, NATIONAL ASSOCIATION, (Trustee for the
Pennsylvania Housing Finance Agency) assignee of PENNSYLVANIA
HOUSING FINANCE AGENCY, assignee of JERSEY SHORE STATE BANK,

NO. 06-1713 CD

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP,

Defendants.

IMPORTANT NOTICE

TO:	William W. Dunlap 178 Church Street Morrisdale, PA 16858	William W. Dunlap 697 Knox Run Road Morrisdale, PA 16858	Beverly A. Dunlap 178 Church Street Morrisdale, PA 16858
-----	--	--	--

Date of Notice: **June 12, 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.

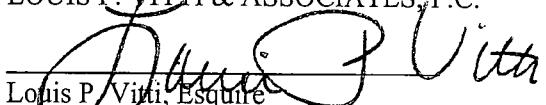
YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 20

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:


Louis P. Vitti, Esquire
Attorney for Plaintiff
916 Fifth Avenue
Pittsburgh, PA 15219

**** THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.****

cc: Joseph Colavecchi, Esq.

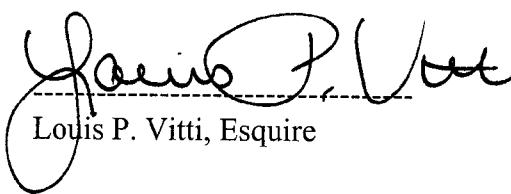
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

BEFORE me, the undersigned authority, personally appeared Louis P. Vitti, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that DEFENDANT(S) is/are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge is/are not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

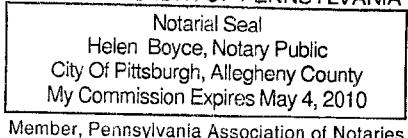


Louis P. Vitti, Esquire

SWORN to and subscribed

before me this 17th day
of July, 2007.

COMMONWEALTH OF PENNSYLVANIA



H. Boyce
Notary Public

COPY

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

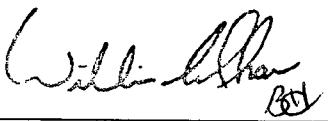
WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding
on the 19th day of July 2007.

Judgment is as follows: **\$94,124.21.**



Deputy

** THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.**

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

COPY

Wachovia Bank, National Association
Pennsylvania Housing Finance Agency
Jersey Shore State Bank
Plaintiff(s)

No.: 2006-01713-CD

Real Debt: \$94,124.21

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

William W. Dunlap
Beverly A. Dunlap
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment against William
W. Dunlap ONLY

Date of Entry: July 19, 2007

Expires: July 19, 2012

Certified from the record this 19th day of July, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION,
(trustee for PENNSYLVANIA HOUSING
FINANCE
AGENCY), assignee of PENNSYLVANIA
HOUSING
FINANCE AGENCY, assignee of JERSEY
SHORE
STATE BANK,

Plaintiff,

vs.

WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP

Defendants.

CIVIL DIVISION

NO. 06-1713 CD

**PRAECIPE FOR WRIT OF
EXECUTION AND AFFIDAVIT OF
LAST KNOWN ADDRESS**

Code MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED *Atty pd 20.00*
M 13:46 6/24 *JUL 19 2007*
JUL 19 2007 *ICC & Le wnts*
William A. Shaw *W/ prop.*
Prothonotary/Clerk of Courts *desc. to shff*

(GK)

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

**PRAECIPE FOR WRIT OF
EXECUTION IN MORTGAGE FORECLOSURE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Issue a Writ of Execution in favor of the Plaintiff and against the Defendant(s) in the
above-captioned matter as follows:

Amount Due **\$94,124.21**

Interest **7/18/07-Sale Date** _____.

Total **\$ 159.00** **Prothonotary costs**

The real estate, which is the subject matter of the Praecipe for Writ of Execution is situate
in:

Cooper Twp, Clearfield Cty, Cmwlth of PA. HET a dwg k/a697 KNox Run Road, Morrisdale, PA 16858.
Parcel# 110-S09-000-00143.

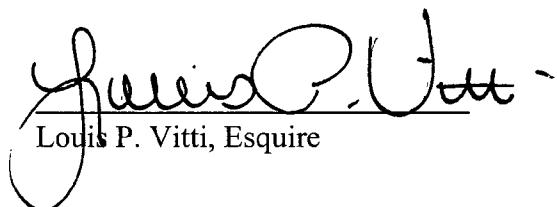

Louis P. Vitti, Esquire
Attorney for Plaintiff

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

AFFIDAVIT

I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief, the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute. That the Defendant, Beverly A. Dunlap last known address is 178 Church Street, Morrisdale, PA 16858. The last known address for William W. Dunlap is 697 Knox Run Rd, Morrisdale, PA 16858.

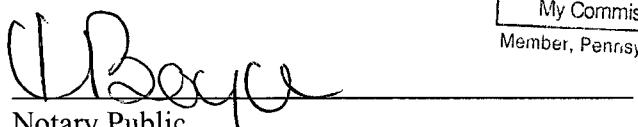
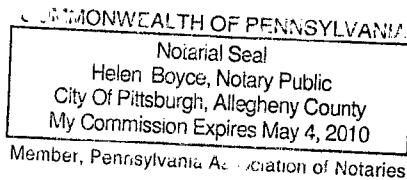


Louis P. Vitti
Esquire

SWORN TO and subscribed

before me this 17th day of

July, 2007.



H. Boyce
Notary Public

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

AFFIDAVIT PURSUANT TO RULE 3129.1

Wachovia Bank, et al , Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 697 KNox Run Road, Morrisdale, PA 16858.

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

Name:	Address (Please indicate if this cannot be reasonably ascertained)
William W. Dunlap	178 Church Street Morrisdale, PA 16858
William W. Dunlap	697 Knox Run Road Morrisdale, PA 16858
Beverly A. Dunlap	c/o Joseph Colavecchi 221 East Market Street PO Box 131 Clearfield, PA 16830

2. Name and address of Defendant(s) in the judgment:

Name:	Address (Please indicate if this cannot be reasonably ascertained)
Same as No. 1 above.	

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

Name:

Address (Please indicate if this cannot be reasonably ascertained)

Jersey Shore State Bank

PO Box 967
Williamsport, PA 17701

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

Name

Address (Please indicate if this cannot be reasonably ascertained)

None

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

Name

Address (Please indicate if this cannot be reasonably ascertained)

None

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

Name

Address (Please indicate if this cannot be reasonably ascertained)

None

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

Name

Address (Please indicate if this cannot be reasonably ascertained)

Tax Collector of Township of Cooper

PO Box 340
Morrisdale, PA 16858

Cooper Township Municipal Authority

PO Box 446
Windburne, PA 16879

Sewer Authority

Po Box 208
Taylortown, PA 16847

Commonwealth of PA -DPW

P.O. Box 8016
Harrisburg, PA 17105

Clerk of Courts
Criminal/Civil Division

P.O. Box 549
Clearfield, PA 16830

Tax Claim Bureau of Clearfield County

230 East Market Street
Clearfield, PA 16830

Court of Common Pleas of
Clearfield County
Domestic Relations Division

P.O. Box 549
Clearfield, PA 16830

PA Dept. of Sheriff Sales
Bureau of Compliance

Dept. #281230
Harrisburg, PA 17128-1230

Tenant/Occupant

697 Knox Run Road
Morrisdale, PA 16858

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.

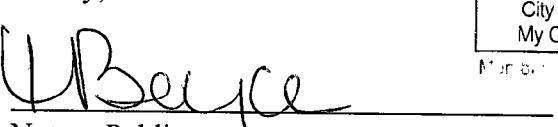
July 17, 2007
Date

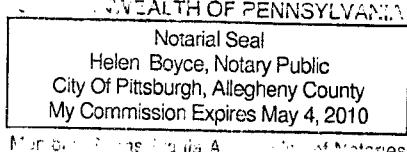

Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN TO and subscribed

before me this 17th day

of July, 2007.


Helen Boyce
Notary Public

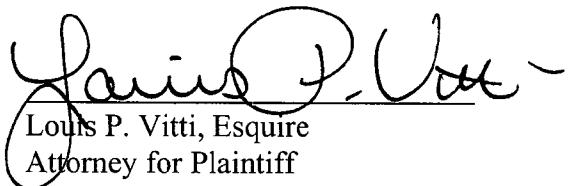


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

AFFIDAVIT

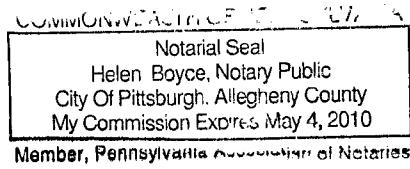
I, Louis P. Vitti, hereby certify that as representative of Wachovia Bank National Association, et al am familiar with the above-captioned case and various servicing activities related thereto and that the provisions of the laws of the Commonwealth of Pennsylvania and specifically, Act 91 of 1983, have been complied with in the above-captioned case.


Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 17th day

of July, 2007.




Helen Boyce
Notary Public

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

Wachovia Bank, National Association, (trustee for Pennsylvania Housing Finance), assignee of Pennsylvania Housing Finance Agency, assignee of Jersey Shore State Bank

COPY

Vs.

NO.: 2006-01713-CD

William W. Dunlap and Beverly A. Dunlap

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:

(1) See Attached Description

(2)

AMOUNT DUE/PRINCIPAL: \$94,124.21
INTEREST FROM 7/18/07-Sale Date
ATTY'S COMM: \$
DATE: 07/19/2007

PROTH. COSTS PAID: \$159.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Louis P. Vitti, Esq.
916 Fifth Avenue
Pittsburgh, PA 15219
(412) 281-1725

Sheriff

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

LEGAL DESCRIPTION

All that certain lot or parcel of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a point in the center of the Knox Run Road, which point is South Eighty-three degrees thirty-four minutes East (S 83° 34'E) two hundred twenty-five and ninety hundredths (225.90') feet from the junction center of the State Highway and the Knox Run Road; thence North four degrees fifty-six minutes East (N 4° 56'E) two hundred sixteen and ten hundredths (216.10) feet to the Frank Hoover line; thence along the Frank Hoover line South Eighty-five degrees East (S 85°E) three hundred ninety-two and twenty hundredths (392.20) feet to a common corner of Frank Hoover and Harvey Wolf; thence along the said Harvey Wolf line South ten degrees fifteen minutes West (S 10°15' W) two hundred twenty-four and ten hundredths (224.10) feet to a point in the center of the Knox Run Road; thence by center of the Knox Run Road, North Eighty-three degrees thirty-four minutes West (N 83° 34' W) three hundred seventy-one (371') feet to a point and the place of beginning.

Excepting and reserving that parcel conveyed to Harvey Wolf, III, by deed dated 5/21/1986 and recorded to Deeds and Records Book Volume 1088, page 189

Map# 110-S09-000-00143

Having erected thereon a dwelling known as 697 Knox Run Road, Morrisdale, PA 16858

Being the same premises which Havrey C. Wolf, III and Cheryl Biggans nka Cheryl Dawson, Co-Executors of the Estate of Harvey C. Wold, Jr., aka Harvey Wolf, JR, deceased, by their deed dated 5/25/05 and recorded on 5/27/05 in the Recorder of Deeds Office of Clearfield County, Pennsylvania in Instrument # 200507980 granted conveyed unto William W. Dunlap and Beverly A. Dunlap.

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

SHORT DESCRIPTION

Cooper Twp, Clearfield Cty, Cmwlth of PA. HET a dwg k/a 697 Knox Run Road, Morrisdale, PA 16858.
Parcel# 110-S09-000-00143.

FILED

SEP 21 2007
N. 110130/C
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, NATIONAL
ASSOCIATION,
trustee for the PENNSYLVANIA
HOUSING FINANCE
AGENCY, assignee of PENNSYLVANIA
HOUSING
FINANCE AGENCY, assignee of JERSEY
SHORE
STATE BANK,

Plaintiff,

vs.
WILLIAM W. DUNLAP and BEVERLY A.
DUNLAP.,

Defendants.

CIVIL DIVISION

N NO. 06-1713-CD 

AFFIDAVIT OF SERVICE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713-CD
trustee for the PENNSYLVANIA HOUSING FINANCE)
AGENCY, assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP.,)
Defendants.)

AFFIDAVIT OF SERVICE

I, Louis P. Vitti , do hereby certify that a Notice of Sale has been served upon the Defendants and all lienholders by Certificate of Mailing, for service in the above-captioned case on August 14, 2007, advising them of the Sheriff's sale of the property at 697 Knox Run Road, Morrisdale, PA 16858 on October 5, 2007.

LOUIS P. VITTI & ASSOCIATES, P.C.

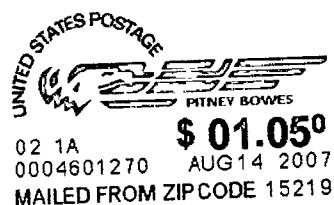
BY Louis P. Vitti

SWORN to and subscribed
before me this 18th day
of August, 2007.

Notary Public

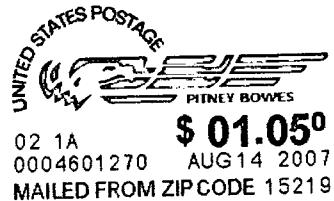
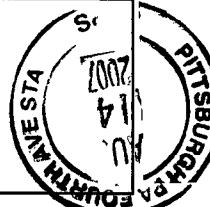
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Louis P. Vitti & Associates, P.C. 916 Fifth Avenue, Pittsburgh, PA 15219			
One piece of ordinary mail addressed to: William W. Dunlap 178 Church Street Morrisdale, PA 16858			

PS Form 3817, January 2001



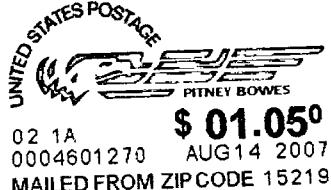
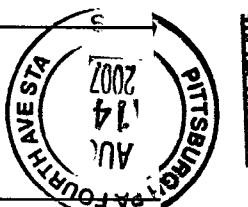
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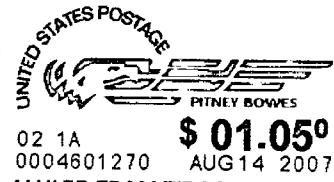
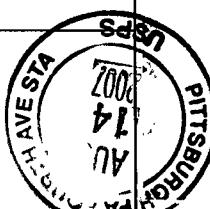
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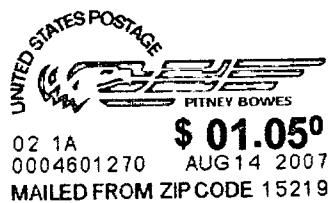
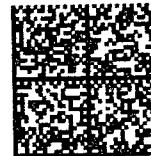


WB. Dunlap. 10.5.07

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Joseph Colavecchi 221 East Market Street PO Box 131 Clearfield, PA 16830			

PS Form 3817, January 2001

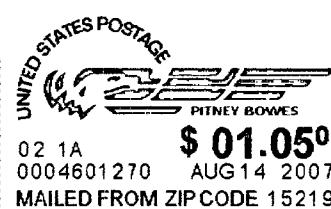
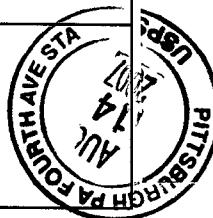
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



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Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Jersey Shore State Bank PO Box 967 Williamsport, PA 17701			

PS Form 3817, January 2001

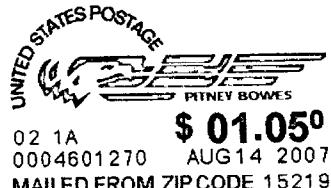
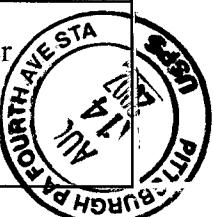
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Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Tax Collector of Township of Cooper PO Box 340 Morrisdale, PA 16858			

PS Form 3817, January 2001

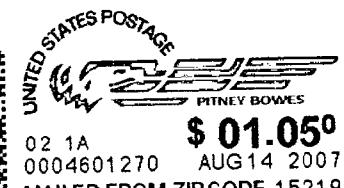
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Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Cooper Township Municipal Authority PO Box 446 Windburne, PA 16879			

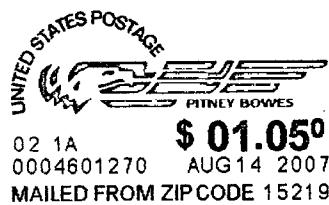
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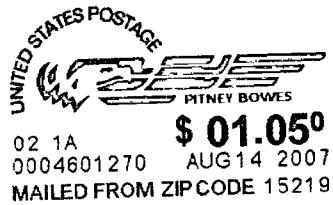
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Received From: Louis P. Vitti & Associates, P.C. 916 Fifth Avenue, Pittsburgh, PA 15219			
One piece of ordinary mail addressed to: Sewer Authority Po Box 208 Taylortown, PA 16847			

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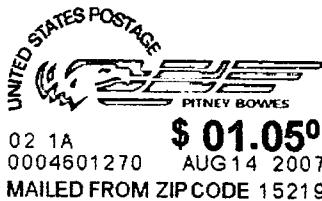
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One piece of ordinary mail addressed to: Commonwealth of PA -DPW P.O. Box 8016 Harrisburg, PA 17105			

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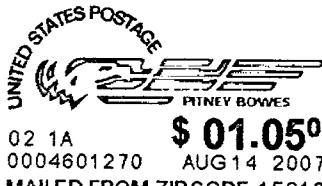
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One piece of ordinary mail addressed to: Clerk of Courts Criminal/Civil Division P.O. Box 549 Clearfield, PA 16830			

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Received From: Louis P. Vitti & Associates, P.C. 916 Fifth Avenue, Pittsburgh, PA 15219			
One piece of ordinary mail addressed to: Tax Claim Bureau of Clearfield County 230 East Market Street Clearfield, PA 16830			

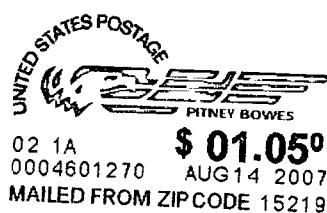
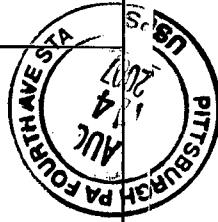
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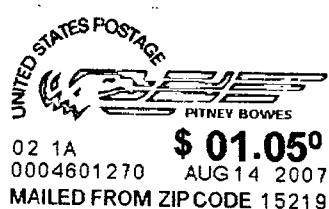
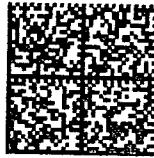
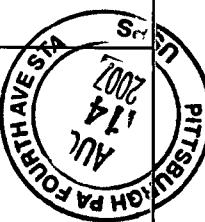
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Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Court of Common Pleas of Clearfield County Domestic Relations Division P.O. Box 549 Clearfield, PA 16830			

PS Form 3817, January 2001

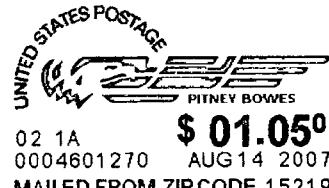
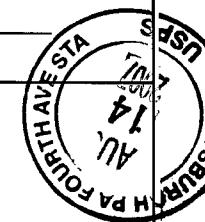
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Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: PA Dept. of Sheriff Sales Bureau of Compliance Dept. #281230 Harrisburg, PA 17128-1230			

PS Form 3817, January 2001

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



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
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Received From: <u>Louis P. Vitti & Associates, P.C.</u> <u>916 Fifth Avenue, Pittsburgh, PA 15219</u>			
One piece of ordinary mail addressed to: Tenant/Occupant 697 Knox Run Road Morrisdale, PA 16858			

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20624
NO: 06-1713-CD

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, (TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE),
ASSIGNEE OF PENNSYLVANIA HOUSING FINANCE AGENCY, ASSIGNEE OF JERSEY SHORE STATE BANK
VS.
DEFENDANT: WILLIAM W. DUNLAP AND BEVERLY A. DUNLAP

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/20/2007

LEVY TAKEN 08/08/2007 @ 9:00 AM

POSTED 08/08/2007 @ 9:00 AM

SALE HELD 10/05/2007

SOLD TO WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE, ASSIGNEE OF PENNSYLVANIA HOUSING FINANCE AGENCY

SOLD FOR AMOUNT \$50,000.00 PLUS COSTS

WRIT RETURNED 10/25/2007

DATE DEED FILED 10/25/2007

PROPERTY ADDRESS 697 KNOX RUN ROAD MORRISDALE , PA 16858

SERVICES

08/13/2007 @ SERVED WILLIAM W. DUNLAP

SERVED WILLIAM W. DUNLAP, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 697 KNOX RUN ROAD, MORRISDALE,
PENNSYLVANIA CERT #70060810000145073206. RETURNED TO SHERIFF'S OFFICE UNCLAIMED 8/18/07. REG MAIL RETURNED 8/15/07.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

08/13/2007 @ SERVED WILLIAM W. DUNLAP

SERVED WILLIAM W. DUNLAP, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 178 CHURCH STREET, MORRISDALE,
PENNSYLVANIA CERT #70060810000145073213. RETURNED UNCLAIMED TO SHERIFF'S OFFICE 8/18/07. REG. MAIL RETURNED 8/15/07

08/13/2007 @ SERVED BEVERLY A. DUNLAP

SERVED BEVERLY A. DUNLAP, DEFENDANT BY REG.& CERT MAIL PER COURT ORDER TO 697 KNOX RUN ROAD, MORRIDALE,
CLEARFIELD COUNTY, PENNSYLVANIA, CERT #70060810000145073138. SIGNED FOR BY BEVERLY STRAYER ON 8/28/07

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

08/13/2007 @ SERVED BEVERLY A. DUNLAP

SERVED BEVERLY A. DUNLAP, DEFENDANT BY REG. & CERT MAIL PER COURT ORDER TO 178 CHURCH STREET, MORRISDALE,
CLEARFIELD COUNTY, PENNSYLVANIA, CERT #70060810000145073145. SIGNED FOR BY BEVERLY STRAYER ON 8/28/07.

08/30/2007 @ 11:10 AM SERVED BEVERLY A. DUNLAP

SERVED BEVERLY A. DUNLAP, DEFENDANT, BY HANDING TO LORRAINE HAHN, SECRETARY FOR ATTORNEY JOSEPH COLAVECCHI, AT
HER PLACE OF EMPLOYMENT 221 EAST MARKET STREET, CLEARFIELD, PENNSYLVANIA

FILED
07/12/07
OCT 25 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20624

NO: 06-1713-CD

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, (TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE),
ASSIGNEE OF PENNSYLVANIA HOUSING FINANCE AGENCY, ASSIGNEE OF JERSEY SHORE STATE BANK

VS.

DEFENDANT: WILLIAM W. DUNLAP AND BEVERLY A. DUNLAP

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

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CLEARFIELD COUNTY, PENNSYLVANIA, CERT #70060810000145073138. SIGNED FOR BY BEVERLY STRAYER ON 8/28/07

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HER PLACE OF EMPLOYMENT 221 EAST MARKET STREET, CLEARFIELD, PENNSYLVANIA

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20624
NO: 06-1713-CD

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, (TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE),
ASSIGNEE OF PENNSYLVANIA HOUSING FINANCE AGENCY, ASSIGNEE OF JERSEY SHORE STATE BANK

vs.

DEFENDANT: WILLIAM W. DUNLAP AND BEVERLY A. DUNLAP

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$1,212.61

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester A. Hawkins
Sheriff

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

Wachovia Bank, National Association, (trustee
for Pennsylvania Housing Finance), assignee of
Pennsylvania Housing Finance Agency, assignee
of Jersey Shore State Bank

Vs.

NO.: 2006-01713-CD

William W. Dunlap and Beverly A. Dunlap

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:

(1) See Attached Description

(2)

AMOUNT DUE/PRINCIPAL: \$94,124.21
INTEREST FROM 7/18/07-Sale Date
ATTY'S COMM: \$
DATE: 07/19/2007

PROTH. COSTS PAID: \$159.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 20th day
of July A.D. 2007
At 10:15 A.M. P.M.

Requesting Party: Louis P. Vitti, Esq.
916 Fifth Avenue
Pittsburgh, PA 15219
(412) 281-1725

Chester A. Neufeld
Sheriff by Cynthia Rutter-Deppenbach

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

WACHOVIA BANK, NATIONAL ASSOCIATION,)	NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)	
AGENCY), assignee of PENNSYLVANIA HOUSING)	
FINANCE AGENCY, assignee of JERSEY SHORE)	
STATE BANK,)	
	Plaintiff,)
vs.)	
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)	
	Defendants.)

LEGAL DESCRIPTION

All that certain lot or parcel of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a point in the center of the Knox Run Road, which point is South Eighty-three degrees thirty-four minutes East ($S 83^{\circ} 34'E$) two hundred twenty-five and ninety hundredths (225.90') feet from the junction center of the State Highway and the Knox Run Road; thence North four degrees fifty-six minutes East ($N 4^{\circ} 56'E$) two hundred sixteen and ten hundredths (216.10) feet to the Frank Hoover line; thence along the Frank Hoover line South Eighty-five degrees East ($S 85^{\circ}E$) three hundred ninety-two and twenty hundredths (392.20) feet to a common corner of Frank Hoover and Harvey Wolf; thence along the said Harvey Wolf line South ten degrees fifteen minutes West ($S 10^{\circ}15' W$) two hundred twenty-four and ten hundredths (224.10) feet to a point in the center of the Knox Run Road; thence by center of the Knox Run Road, North Eighty-three degrees thirty-four minutes West ($N 83^{\circ} 34' W$) three hundred seventy-one (371') feet to a point and the place of beginning.

Excepting and reserving that parcel conveyed to Harvey Wolf, III, by deed dated 5/21/1986 and recorded to Deeds and Records Book Volume 1088, page 189

Map# 110-S09-000-00143

Having erected thereon a dwelling known as 697 Knox Run Road, Morrisdale, PA 16858

Being the same premises which Havrey C. Wolf, III and Cheryl Biggans nka Cheryl Dawson, Co-Executors of the Estate of Harvey C. Wold, Jr., aka Harvey Wolf, JR, deceased, by their deed dated 5/25/05 and recorded on 5/27/05 in the Recorder of Deeds Office of Clearfield County, Pennsylvania in Instrument # 200507980 granted conveyed unto William W. Dunlap and Beverly A. Dunlap.

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

WACHOVIA BANK, NATIONAL ASSOCIATION,) NO. 06-1713 CD
(trustee for PENNSYLVANIA HOUSING FINANCE)
AGENCY), assignee of PENNSYLVANIA HOUSING)
FINANCE AGENCY, assignee of JERSEY SHORE)
STATE BANK,)
Plaintiff,)
vs.)
WILLIAM W. DUNLAP and BEVERLY A. DUNLAP)
Defendants.)

SHORT DESCRIPTION

Cooper Twp, Clearfield Cty, Cmwlth of PA. HET a dwg k/a 697 Knox Run Road, Morrisdale, PA 16858.
Parcel# 110-S09-000-00143.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME WILLIAM W. DUNLALP NO. 06-1713-CD

NOW, October 25, 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 October 05, 2007, I exposed the within described real estate of William W. Dunlap And Beverly A. Dunlap to public venue or outcry at which time and place I sold the same to WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE, ASSIGNEE OF PENNSYLVANIA HOUSING FINANCE AGENCY he/she being the highest bidder, for the sum of \$50,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	12.61
POSTING	15.00
CSDS	10.00
COMMISSION	1,000.00
POSTAGE	18.00
HANDBILLS	15.00
	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	50,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$1,212.61

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	94,124.21
INTEREST @ %	0.00
FROM TO 10/05/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$94,164.21
COSTS:	
ADVERTISING	438.82
TAXES - COLLECTOR	764.66
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.00
SHERIFF COSTS	1,212.61
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	159.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,948.09

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

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

WACHOVIA BANK, NATIONAL ASSOCIATION, *
(Trustee for the Pennsylvania Housing Finance Agency), *
Assignee of PENNSYLVANIA HOUSING FINANCE AGENCY*
Assignee OF JERSEY SHORE STATE BANK *
Plaintiff *

vs.

WILLIAM W. DUNLAP and BEVERLY A. DUNLAP, *
Defendants *

NO. 06-1713-CD

ORDER

NOW, this 28th day of March, 2007, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendants WILLIAM W. DUNLAP and

BEVERLY A. DUNLAP by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 697 Knox Run Road, Morrisdale, Pennsylvania
16858 and 178 Church Street, Morrisdale, Pennsylvania 16858;
3. By certified mail, return receipt requested, 697 Knox Run Road,
Morrisdale, Pennsylvania 16858 and 178 Church Street, Morrisdale,
Pennsylvania 16858; and
4. By posting the mortgaged premises known in this herein action as
697 Knox Run Road, Morrisdale, Pennsylvania 16858.

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 attested copy of the original
statement filed in this case.

BY THE COURT,
/S/ Fredric J Ammerman

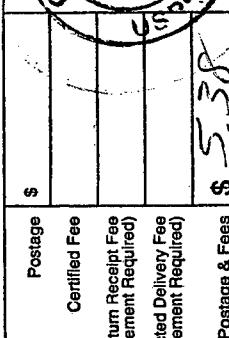
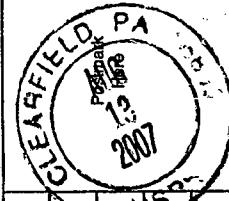
U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE



Postage	\$	5.38
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.38

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent Addressee Date of Delivery 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:

Box 188
Hawk Run Pa 16840

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.4. Restricted Delivery? (Extra Fee) Yes

7006 0810 0001 4507 3145
(Transfer from service label)

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:

BEVERLY A. DUNLAP
178 CHURCH STREET
MORRISDALE, PA 16858

2. Article Number:

(Transfer from service label)
PS Form 3811, February 2004

PS Form 3800, June 2002

See Reverse for Instructions

102598-02-M-1540

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:

BEVERLY A DUNLAP
697 KNOX RUN ROAD
MCRISSDALE, PA 16858

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

1111 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Beverly Strayer	<input type="checkbox"/> Agent
B. Received by (Printed Name)	Beverly Strayer	<input type="checkbox"/> Addressee
C. Date of Delivery	8-28-07	
D. Is delivery address different from item 1?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, enter delivery address below:		

PO Box 188
Hawk Run Pa 16840

3. Service Type	<input checked="" 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	700L 0810 0001 4507 3138
3. Transfer from service label	1111
PS Form 3811, February 2004	1111
Domestic Return Receipt	

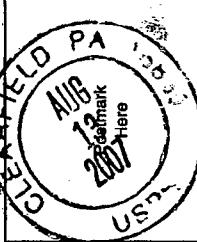
102895-02-M-1540

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

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

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.38



Send To:

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
BEVERLY A DUNLAP
697 KNOX RUN ROAD
MCRISSDALE, PA 16858

PS Form 3800, June 2002

See Reverse for Instructions



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
11 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

016-H16505405
\$ 00.580
08/27/2007
Mailed From 16830
US POSTAGE
Hasler

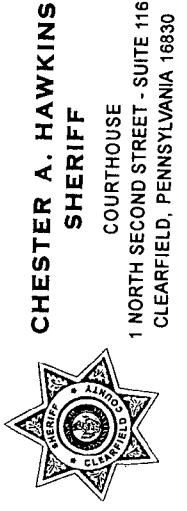
BEVERLY A. DUNLAP
963 A OLD RTE 322A
PHILIPSBURG, PA 16866

DUNL963 X-165 NDC 1 805C 25 08/29/07
FORWARD TIME EXP RTN TO SEND
DUNLAP BEVERLEY
178 CHURCH ST
MORRIS DUNLAP 80 1 805C 25/07

RETURN TO SENDER

卷之三

16930673

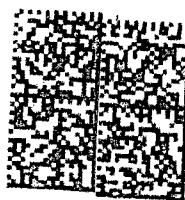


CHESTER A. HAWKINS
SHERIFF

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

now
George S.
C. G. S.
10/18/07

016H16505405
\$00.580
08/13/2007
Mailed From 16830
US POSTAGE



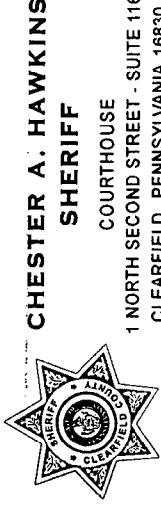
BEVERLY A DUNLAP
697 KNOX RUN ROAD
MORRISDALE, PA 16858

FORWARD, X 165 NDE, 1 5061 25 08/15/07
DUNLAP, BEVERLEY
963 A OLD
PHILIPSBURG PA 16866

RETURN TO SENDER

16830-303-00000002

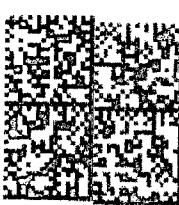
16830-303-00000001



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



016H16505405
\$ 05.380
08/13/2007
Mailed From 16830
US POSTAGE



7006 0610 0001 4507 3213

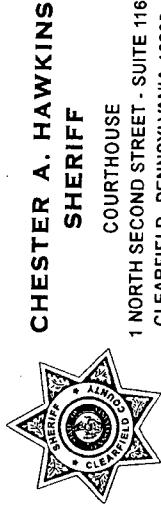
MLN/A

WILLIAM W. DUNLAP
178 CHURCH STREET
MORRIDALE, PA 16858

RETURNED
TO
SENDER
UNDELIVERABLE AS ADDRESSED.
FORWARDING ORDER EXPIRED.

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38
Postmark Here	
Street, Apt. No., or P.O. Box No., City, State, ZIP+4	WILLIAM W. DUNLAP 178 CHURCH STREET MORRIDALE, PA 16858

PS Form 3800, June 2002
See Reverse for Instructions



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

016H16505405

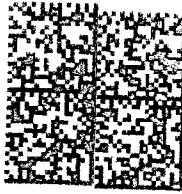
\$ 00.580

08/13/2007

mailed From 16830

US POSTAGE

Has file



WILLIAM W. DUNLAP
178 CHURCH STREET
MORRIDALE, PA 16858

✓
✓

NIXXIE 165 5E 1 25 08/15/07
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 16830247201 *1643-02744-13-41
1643-02744-13-41
1643-02744-13-41

MAILING INSTRUCTIONS

PA 16835
102595-02-M-1540

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:

WILLIAM W. DUNLAP
637 KNOX RUN ROAD
MORRISDALE, PA 16658

COMPLETE THIS SECTION ON DELIVERY

A. Signature	
X	
B. Received by (Printed Name)	
C. Date of Delivery	
D. Is delivery address different from item 1?	
If YES, enter delivery address below:	
E. Agent Address	
PA 16835	
2. Article Number	
(Transfer from service label)	
7006 0810 0001 4507 3206	
3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	
<input type="checkbox"/> Registered	
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	
<input type="checkbox"/> Yes	

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

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Certified Mail

Registered

Insured Mail

C.O.D.

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Yes

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If YES, enter delivery address below:

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PA 16835

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Registered

Insured Mail

C.O.D.

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If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

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3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

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D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

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(Transfer from service label)

7006 0810 0001 4507 3206

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Certified Mail

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Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

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7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

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(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

Registered

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

D. Is delivery address different from item 1?

If YES, enter delivery address below:

E. Agent Address

PA 16835

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3206

3. Service Type

Certified Mail

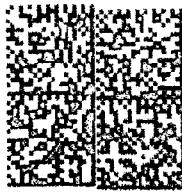
Registered

Insured Mail</

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



016H16505405
\$00.580
08/13/2007
Mailed From 16830
US POSTAGE



WILLIAM W. DUNLAP
697 KNOX RUN ROAD
MORRISDALE, PA 16858

165 NFE 1 BOG1 00 08/15/07
RETURN TO SENDER
DUNLAP, WILLIAM
MOVED, LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
*16843-02269-19-41
BC: 16830247201

1683043633 - 16830472