

06-1736-CD

Wachovia Bank vs Bruce Fishel et al

Wachovia Bank et al vs Bruce Fishel et
2006-1736-CD

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

WACHOVIA BANK, NATIONAL ASSOCIATION,
TRUSTEE FOR PENNSYLVANIA HOUSING
FINANCE AGENCY

Plaintiff

vs.

BRUCE A. FISHEL AND
ANN M. FISHEL

Defendants

pd \$85.00 Att
FILED ICC Atty Haller
M/1:45pm 3CC Shaw
OCT 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

06/126-CD

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

NOTICE

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

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

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

A V I S O

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY

Plaintiff

vs.

BRUCE A. FISHEL AND
ANN M. FISHEL

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW
ACTION OF MORTGAGE FORECLOSURE

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

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

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

WACHOVIA BANK, NATIONAL
ASSOCIATION, TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE
AGENCY

Plaintiff

vs.

BRUCE A. FISHEL AND
ANN M. FISHEL

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, is a corporation / national association whose address is 211 NORTH FRONT STREET, P.O. BOX 8029 HARRISBURG, PA 17101.
2. Defendant, BRUCE A. FISHEL, is an adult individual whose last known address is 1006 FOREST STREET, COALPORT, PA 16627. Defendant, ANN M. FISHEL, is an adult individual whose last known address is 1006 FOREST STREET, COALPORT, PA 16627.
3. On or about, August 19, 1997, the said Defendants executed and delivered a Mortgage Note in the sum of \$17,300.00 payable to UNITED STATES NATIONAL BANK IN JOHNSTOWN, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 1865, Page 251 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and was recorded in the aforesaid County in Mortgage Book 1977, Page 604. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 1006 FOREST STREET, COALPORT, PA 16627 F/K/A 1091
FORREST STREET, COALPORT, PA 16627 and is more particularly described in Exhibit "B"
attached hereto.

6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on June 01, 2006 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$14,235.20
Interest at \$1.98 per day From 05/01/2006 To 11/01/2006 (based on contract rate of 5.0000%)	\$364.32
Accumulated Late Charges	\$3.71
Late Charges \$3.71 From 06/01/2006 to 11/01/2006	\$22.26
Escrow Balance (<i>Deficit</i>)	\$465.99
Attorney's Fee at 5% of Principal Balance	\$800.00
<hr/> TOTAL	\$15,891.48

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

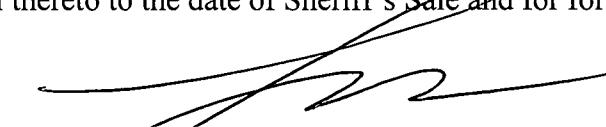
The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred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

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose has been sent to Defendant by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date set forth in the true and correct copies of such notices attached hereto as Exhibit "C".

10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 5.0000% (\$1.98 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

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

Multistate 02-056
193-50-3472

NOTE

PHA Case No.

442-1885215

August 19, 1997
[Date]

1091 Forrest Street, Coalport, Pennsylvania 16627

(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means
UNITED STATES NATIONAL BANK IN JOHNSTOWN

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **SEVENTEEN THOUSAND THREE HUNDRED AND 00/100-----**

Dollars (U.S. \$ 17,300.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **five** percent (**5.0** %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1997**. Any principal and interest remaining on the first day of **September 2027**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at: **MAIN AND FRANKLIN STREETS, JOHNSTOWN, PA 15901**
or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of **\$ 92.87**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

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

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month.

FHA Multistate Fixed Rate Note - 2/91

VMP 1R (9103).01

VMP MORTGAGE FORMS - (800)521-7281

Printed on Recycled Paper



EXHIBIT

A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.0** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

(Seal)

BRUCE A. FISHEL

-Borrower

(Seal)

ANN M. FISHEL

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Pay without recourse to the Mellon Bank, N.A., as Successor Trustee under a Trust Indenture of the Pennsylvania Housing Finance Agency dated as of April 1, 1982.

UNITED STATES NATIONAL BANK

FRANK A. KRALL, VICE PRESIDENT

ALL that certain piece, parcel, or lot of ground situate, lying, and being in the Borough of Coalport, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the corner of Forest Street and Hill Street; thence eastwardly along the line of Hill Street, one hundred fifty (150) feet, to a post on Wood Street thence southward along Wood Street fifty (50) feet to a post; thence westwardly along line of Lot No. 186 one hundred fifty (150) feet to a post on Forest Street; thence northwardly along line of Forest Street fifty (50) feet to the place of beginning. Being Lot No. 185 as marked and numbered on the General Plan of Coalport Borough aforesaid.

P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y
Homeownership Programs Division
211 North Front Street
P.O. Box 15057
Harrisburg, Pennsylvania 17105-5057
(717) 780-3870/TTY (717) 780-1869

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

August 21, 2006

RE: Account NO: 694307

BRUCE A FISHEL
ANN M FISHEL
1006 FOREST STREET
COALPORT PA 16627

RE: 1091 FOREST STREET
COALPORT PA 16627

Dear Occupant(s):

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by CORESTATES BANK, NA, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY (hereinafter we, us or ours) on your property located at 1091 FOREST STREET COALPORT PA 16627 IS IN SERIOUS DEFAULT because you have not made the monthly payments of 193.00 for June 01, 2006 through August 01, 2006 for a total of \$579.00. Late charges and NSF charges that have accrued to this date in the amounts of \$11.13 and \$.00 respectively, are also due. The total listed below includes all fees (including inspections and securing that needed to be completed), less any funds we are holding in suspense. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$635.13.

You may cure this default within thirty (30) DAYS of the date of this letter, by paying to us the total amount of \$635.13, plus any additional monthly payments, expenses and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at

PENNSYLVANIA HOUSING FINANCE AGENCY
211 NORTH FRONT STREET/P.O. BOX 15057
HARRISBURG, PA 17105-5057
(717) 780-3870/3871 or 1-800-822-7375
or TTY (800) 346-3597

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your

EXHIBIT C

case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments and any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately five months from the date of this Notice.

A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 717-780-3870. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

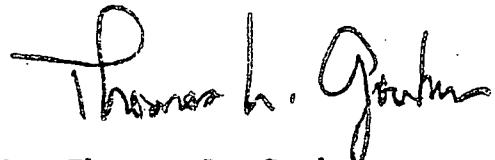
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such action.

If you maintain credit, life or disability insurance in connection with your mortgage loan, your failure to pay premiums with your payments may have already resulted or may result in the future in the lapse or a cancellation of that insurance by the insurance company. If the insurance lapses or is cancelled, reinsurance of the

loan will not reinstate the insurance, and you will have to apply to the insurance company and qualify for replacement insurance if you wish to retain it.

If you make partial payments on account of the delinquencies, we may accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan. The loan will not be reinstated unless we receive the entire amount required to cure the default.

Sincerely,



Mr. Thomas L. Gouker
Manager of Collections
PENNSYLVANIA HOUSING FINANCE AGENCY
211 North Front Street/ P.O. Box 15057
Harrisburg, PA 17105-5057

TLG/jrd

2LS,1
P E N N S Y L V A N I A H O U S I N G F I N A N C E A G E N C Y
Homeownership Programs Division
211 North Front Street
P.O. Box 15057
Harrisburg, Pennsylvania 17105-5057
(717) 780-3870/TTY (717) 780-1869

N O T I C E

August 21, 2006

BRUCE A FISHEL
ANN M FISHEL
1091 FORREST STREET
COALPORT PA 16627

RE: Account#: 694307

TO: BRUCE A FISHEL
ANN M FISHEL
1006 FOREST STREET
COALPORT PA 16627

FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

If these agencies are not near you, you can call HUD's toll free #800-569-4287 for financially distressed mortgagors for information concerning HUD-approved housing counseling agencies.

Enclosure Housing Counseling List

7160 3901 9849 6501 7154

TO:
 BRUCE A FISHEL
 1091 FOREST STREET
 COALPORT, PA 16627

SENDER:

FISSEL

REFERENCE:

694307

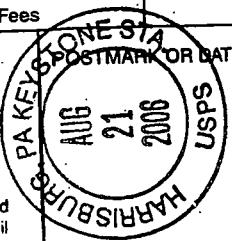
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	.63
	Return Receipt Fee	2.40
	Restricted Delivery	1.85
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
 Do Not Use for International Mail



7160 3901 9849 6501 2524

TO:
 BRUCE A FISHEL
 1006 FOREST STREET
 PO BOX 286
 COALPORT, PA 16627

SENDER:

FISSEL

REFERENCE:

694307

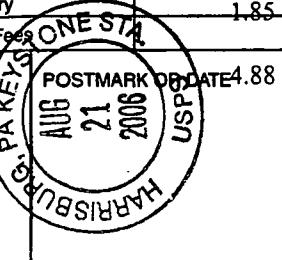
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	.63
	Return Receipt Fee	2.40
	Restricted Delivery	1.85
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
 Do Not Use for International Mail



F3=Exit
Page Dn=Loan
Data
F6=Additional Names and Addresses
F8=Prev Loan
F12=Return
F7=Next Loan

7160 3901 9849 6501 7161

TO:
 ANN M FISHEL
 1091 FOREST STREET
 COALPORT, PA 16627

SENDER:

FISSEL

REFERENCE:

694307

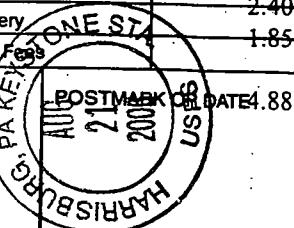
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	.63
	Return Receipt Fee	2.40
	Restricted Delivery	1.85
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
 Do Not Use for International Mail



1 11 35 9 5 15 8

7160 3901 9849 6501 2524

TO:
 ANN M FISHEL
 1006 FOREST STREET
 PO BOX 286
 COALPORT, PA 16627

SENDER:

FISSEL

REFERENCE:

694307

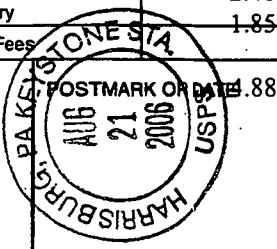
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	.63
	Return Receipt Fee	2.40
	Restricted Delivery	1.85
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
 Do Not Use for International Mail

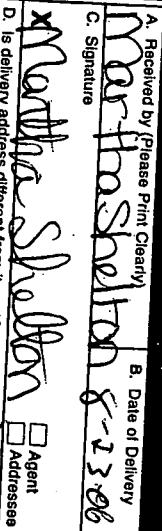


1 11 35 9 5 15 8

2. Article Number



COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Martha Shelton** B. Date of Delivery **8-23-06**
 C. Signature 

D. Is delivery address different from item 1?
 If YES, enter delivery address below:
1006 Forest St.

Agent
 Addressee
 Yes
 No

COALPORT PA 16627

PS Form 3811, January 2005

Domestic Return Receipt

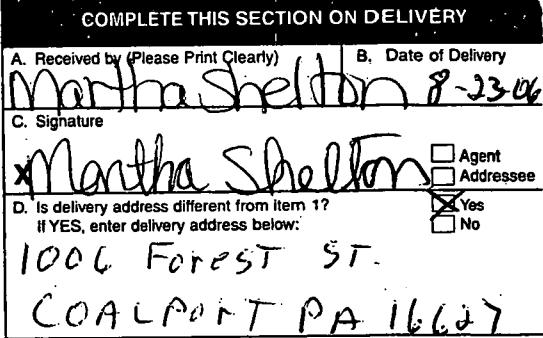
ANN M FISHEL
 1006 FOREST STREET
 PO BOX 286
 COALPORT, PA 16627

1. Article Addressed to:
 Yes

2. Article Number



COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Martha Shelton** B. Date of Delivery **8-23-06**
 C. Signature 

D. Is delivery address different from item 1?
 If YES, enter delivery address below:
1006 Forest St.

Agent
 Addressee
 Yes
 No

COALPORT PA 16627

PS Form 3811, January 2005

Domestic Return Receipt

COALPORT, PA 16627
 1091 FOREST STREET
 ANN M FISHEL

2. Article Number



COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Martha Shelton** B. Date of Delivery **8-23-06**
 C. Signature 

D. Is delivery address different from item 1?
 If YES, enter delivery address below:
1006 Forest St.

Agent
 Addressee
 Yes
 No

COALPORT PA 16627

1091 FOREST STREET

ANN M FISHEL

COALPORT, PA 16627

3. Service Type CERTIFIED MAIL
 4. Restricted Delivery? (Extra Fee) Yes
 1. Article Addressed to:

BRUCE A FISHEL
 1006 FOREST STREET
 PO BOX 286
 COALPORT, PA 16627

PS Form 3811, January 2005

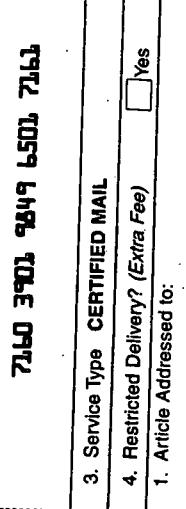
Domestic Return Receipt

FISSEL

COMPLETE THIS SECTION ON DELIVERY



COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Martha Shelton** B. Date of Delivery **8-23-06**
 C. Signature 

D. Is delivery address different from item 1?
 If YES, enter delivery address below:
1006 Forest St.

Agent
 Addressee
 Yes
 No

COALPORT PA 16627

A. Received by (Please Print Clearly) **Martha Shelton** B. Date of Delivery **8-23-06**
 C. Signature 

D. Is delivery address different from item 1?
 If YES, enter delivery address below:
1006 Forest St.

Agent
 Addressee
 Yes
 No

COALPORT PA 16627

A. Received by (Please Print Clearly) **Martha Shelton** B. Date of Delivery **8-23-06**
 C. Signature 

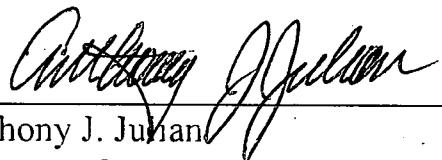
D. Is delivery address different from item 1?
 If YES, enter delivery address below:
1006 Forest St.

Agent
 Addressee
 Yes
 No

COALPORT PA 16627

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: 10-18-06

PENNSYLVANIA HOUSING FINANCE AGENCY
SERVICING AGENT FOR WACHOVIA BANK,
NATIONAL ASSOCIATION F/K/A FIRST UNION
NATIONAL BANK, AS SUCCESSOR TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE AGENCY

LAW OFFICES

Purcell, Krug & Haller

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINEKA
NICHOLE M. STALEY O'GORMAN
LISA A. RYNARD
LA TOYA C. WINFIELD

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178

FAX (717) 233-1149

HERSHEY
(717) 533-3836

JOSEPH NISSLEY (1910-1982)

JOHN W. PURCELL
VALERIE A. GUNN
Of Counsel

October 20, 2006

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

RE: WACHOVIA BANK, NATIONAL ASSOC. v. FISHEL

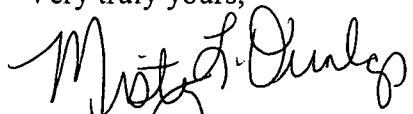
Dear Sir/Madam:

Enclosed please find an original and 4 copies of a Complaint in the above-captioned matter, together with my check in the sum of \$85.00 for filing same. After filing, please give THREE copies of the Complaint to the Sheriff as well as the Sheriff's Service forms and the enclosed check for \$100.00.

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

Thank you for your cooperation.

Very truly yours,


Misty L. Dunlap
Paralegal for Leon P. Haller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102060
NO: 06-1736-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE
vs.
DEFENDANT: BRUCE A. FISHEL and ANN M. FISHEL

SHERIFF RETURN

NOW, October 31, 2006 AT 10:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRUCE A. FISHEL DEFENDANT AT 1006 FOREST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANN FISHEL, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01/30/07
JAN 23 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102060
NO: 06-1736-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE
vs.
DEFENDANT: BRUCE A. FISHEL and ANN M. FISHEL

SHERIFF RETURN

NOW, October 31, 2006 AT 10:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANN M. FISHEL DEFENDANT AT 1006 FOREST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANN M. FISHEL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102060
NO: 06-1736-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE
vs.
DEFENDANT: BRUCE A. FISHEL and ANN M. FISHEL

SHERIFF RETURN

NOW, October 31, 2006 AT 10:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT DEFENDANT AT 1006 FOREST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANN FISHEL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102060
NO: 06-1736-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, TRUSTEE

VS.

DEFENDANT: BRUCE A. FISHEL and ANN M. FISHEL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PURCELL	124207	30.00
SHERIFF HAWKINS	PURCELL	124207	54.92

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff