

06-1809-CD  
Washington Mutual vs Steven Druzak

2006-1809-CD  
Washington Mutual vs Steven Druzak et al

SHAPIRO & KREISMAN, LLC  
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S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF

VS.

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2006-1809-CD

COMPLAINT - CIVIL ACTION  
MORTGAGE FORECLOSURE

FILED *pd \$85.00 A/H*  
*11/03/06 am 3CC Shift*

NOV - 3 2006  
*W.M.*

William A. Shaw  
Prothonotary/Clerk of Courts

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

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

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

## NOTICIA

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

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

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COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Washington Mutual Bank sii to PNC Mortgage Corporation of America, the address of which is, 11200 W. Parkland Ave. Milwaukee, Wisconsin 53224, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: Towne & Country Mortgage Corporation  
Mortgagor(s): Steven M. Druzak and Hope A. Druzak

(b) Date of Mortgage: July 17, 1998

(c) Place and Date of Record of Mortgage:

Recorder of Deeds  
Clearfield County  
Mortgage Book VOL 1953 Page 246  
Date: July 22, 1998

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

(d) Assignments:

Assignor: Towne & Country Mortgage Corp.  
Assignee: PNC Mortgage Corporation of America  
Date of Assignment: July 17, 1998  
Recording Date: July 23, 1998  
Book: VOL 1953  
Page: 255

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 410 Daly Street, Du Bois, Pa 15801 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Steven M. Druzak, 410 Daly Street, Du Bois, PA 15801; Hope A. Druzak, 410 Daly Street, Du Bois, PA 15801
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of May 1, 2006 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of October 16, 2006:

Principal of Mortgage debt due and unpaid	\$27,673.28
Interest currently due and owing at 7.5% per annum calculated from April 1, 2006 at \$5.69 each day	\$1,132.31
Late Charge of \$17.40 per month assessed on the 16th of each month from May 16, 2006 to October 16, 2006, (6 Months)	\$104.40
Escrow Advances made by Plaintiff	\$1,087.60
Accrued Late Charges	\$141.41
Mortgage Insurance Premiums	\$22.76
NSF Check Fee	\$30.00
Property Inspection	\$62.30
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$32,004.06</b>

8. Interest accrues at a per diem rate of 5.69 each day after October 16, 2006, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Mortgage.

9. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
10. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and demand for payment was sent to each individual Defendant by Certified and Regular Mail. Copies of the Notice are attached as Exhibit "B".
11. The Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C. § 1707-1715z-18). Accordingly, the Homeowners' Emergency Assistance Act of 1983, 35 P.S. § 1680.402c is not applicable.

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

SHAPIRO & KREISMAN, LLC

Date: 11/21/06

BY: Shana Jern  
Attorneys for Plaintiff

S & K File No. 06-27672

I hereby CERTIFY that this document  
is recorded in the Recor... 's Office of  
Clearfield County, Penn... vania.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 11/16/98 2-23-98  
BY Karen L. Starck  
FEES 25.00  
Karen L. Starck Recorder



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Parcel Number: MAP # 009-000-02688

Loan #02-26-25836

(Space Above This Line For Recording Date)

Commonwealth of Pennsylvania

**MORTGAGE**

FHA Case No.  
442-1968904 721

THIS MORTGAGE ("Security Instrument") is given on JULY 17, 1998  
The Mortgagor is

STEVEN M. DRUZAK AND HOPE A. DRUZAK, HUSBAND AND WIFE

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

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania, and  
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642  
(("Lender"). Borrower owes Lender the principal sum of  
THIRTY THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 30,500.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2028  
, This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the  
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

44-4R(PA) (0604)01

VMP MORTGAGE FORMS - (800)821-7291

Page 1 of 2

Initials: SO/HD



Assignment 7/23/98 1953/255

**EXHIBIT 'A'**

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in  
CITY OF DUBOIS, CLEARFIELD  
County, Pennsylvania

(SEE ATTACHED ADDENDUM)

which has the address of 410 DALY STREET, DUBOIS  
Pennsylvania 15801

(Street, City),  
(Zip Code) ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

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

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

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

VOL 1953 PAGE 248

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

**9. Grounds for Acceleration of Debt.**

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

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Condominium Rider  
 Planned Unit Development Rider

Growing Equity Rider  
 Graduated Payment Rider

Other (specify)  
ADDENDUM

VOL 1953 PAGE 253

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM STEVEN M. DRUZAK  
AND HOPE A. DRUZAK, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED JULY  
17, 1998 AND COVERING PROPERTY KNOWN AS 410 DALY STREET, DUBOIS, PA 15801.

ALL that certain messuage or piece of land situate in the Fifth Ward of the City of  
DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on alley adjoining land now or formerly of M. Sullivan heirs;  
thence along said alley, North 29° East 40 feet to a post at Lot No. 10; thence along  
said lot No. 10, South 61° East 110 feet to a post at Daly Street; thence along line  
of Daly Street, South 29° West 40 feet to the aforementioned alley; thence along the  
said alley, North 61° West, 110 feet to the place of beginning.

BEING Lot No. 9 in Daly's Addition to the City of DuBois.

BEING the same property which Mark Alan Rosenberg, single, by Deed dated July 10, 1998  
and to be recorded herewith, granted and conveyed to Steven M. Drusak and Hope A.  
Drusak, husband and wife, the Mortgagors herein.

vol. 1953, pag. 254

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

## Whitecaps

Elizabeth Starbuck

Steven M. Strough (Seal)  
STEVEN M. DRUEAK

Hope A. Druak (Seal)  
HOPE A. DRUAK - Borrower

... (See)

— (Seal)  
Barrow

.....(Seal)  
- Borrowed

STATION

**Certificate of Residence**

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

Witness my hand this 17th day of JULY

**COMMONWEALTH OF PENNSYLVANIA,**      **ELIM**

Agent of Landor  
Courtly etc.

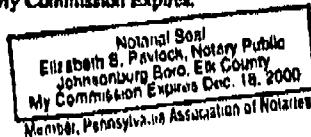
On this, 17TH day of JULY, 1998, before me, the undersigned officer, personally appeared

STEVEN M. DRUEAK and HOPE A. DRUEAK

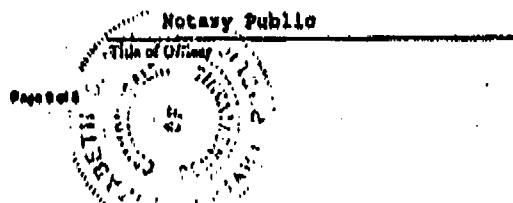
known to me (or satisfactorily proven) to be  
person a whose name is        subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal,

Commission Expires



500-4R(PA) (04-04), 01



Entered of Record 7-23-1998 12:16p Karen L. Starck, Recorder

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090



5228258363

7100 4047 5100 3086 7834

CERTIFIED MAIL

000236 /PA

STEVEN M DRUZAK  
410 DALY ST  
DU BOIS PA 15801

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

September 13, 2006

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**NOTICE OF COLLECTION ACTIVITY**

RE: 5228258363

DEAR Steven M. Druzak:

The Mortgage held by Washington Mutual Bank (hereinafter we, us or ours) on your property located at:

410 Daly Street  
DuBois PA 15801

is in serious default because you have not paid the monthly payment and other charges for the months of 05/01/2006 through 09/01/2006.

Monthly Installment	05/01/2006,06/01/2006,07/01/2006,08/01/2006,09/01/2006,	\$2174.55
Uncollected Late Charges		\$228.41
Uncollected Fees		\$83.40
Less Credits		\$0.00

The total amount now required to cure this default, or in other words, get caught up on your payments, as of the date of this letter is \$2486.36.

You may cure this default within thirty (30) days of the date of this letter, by paying us the above amount of \$2486.36 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cashier's check, certified check or money order to be made at Washington Mutual Bank, Cash Processing, P.O. Box 3200, Milwaukee, WI 53224. 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 attorney to start a lawsuit to foreclose your mortgaged property.

If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorney, but you cure the default before we begin legal proceedings against you, you will 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 fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty (30) 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 (30) 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 plus 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 such a Sheriff's sale could be held approximately six (6) months from the date of this notice. A notice of the date of the Sheriff's 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 1-866-926-8937. This payment must be made by cashier's check, certified check, or money order and made payable to us at the address on page one of this letter.

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 the 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 all 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 same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three (3) times in any calendar year.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Should you need additional assistance, please contact our office at 1-866-926-8937.

Sincerely,

Collections Department

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090



5228258363

7100 4047 5100 3086 7841

CERTIFIED MAIL

000237 /PA

HOPE A DRUZAK  
410 DALY ST  
DU BOIS PA 15801

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

September 13, 2006

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DuBois PA 15801

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If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorney, but you cure the default before we begin legal proceedings against you, you will 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 fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty (30) 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 (30) 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 plus 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).

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If you cure the default, the mortgage will be restored to same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three (3) times in any calendar year.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Should you need additional assistance, please contact our office at 1-866-926-8937.

Sincerely,

Collections Department

Washington Mutual Bank sii to PNC Mortgage Corporation of America v. Steven M. Druzak and  
Hope A. Druzak

VERIFICATION

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

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

Washington Mutual Bank, on behalf of Washington Mutual Bank sii to PNC Mortgage Corporation of America

Date: 10/31/2006

Loan: 5228258363  
06-27672

Amy Weiss  
Name: Amy Weiss  
Title: Asst Vice president  
Company: WASHINGTON MUTUAL BANK



# SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

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

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

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

Date: 11/2/06

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

RE: Washington Mutual Bank sii to PNC Mortgage Corporation of America v. Steven M. Druzak and Hope A. Druzak  
Property: 410 Daly Street, Du Bois, PA 15801  
Complaint in Mortgage Foreclosure  
S & K File No. 06-27672

Ladies/Gentlemen:

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

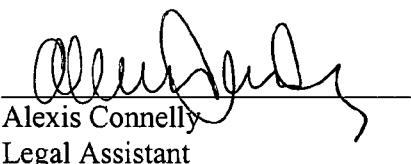
1. Original Complaint in Mortgage Foreclosure to be filed, together with a copy of the first page to be time-stamped and returned in the enclosed self-addressed stamped envelope;
2. Our check payable to the Prothonotary of Clearfield County in the amount of \$85.00 in payment of your filing fee;
3. Package to be forwarded to the Sheriff's Office for service on the Defendant(s).

Your assistance in this matter is greatly appreciated.

Sincerely,

SHAPIRO & KREISMAN, LLC

By:

  
Alexis Connelly  
Legal Assistant

Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102100  
NO: 06-1809-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK  
vs.  
DEFENDANT: STEVEN M. DRUZAK and HOPE A. DRUZAK

**SHERIFF RETURN**

---

NOW, November 08, 2006 AT 2:16 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN M. DRUZAK DEFENDANT AT 410 DALY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HOPE DRUZAK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED  
92.2007  
FEB 06 2007  
*W.A.S.*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102100  
NO: 06-1809-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK  
VS.  
DEFENDANT: STEVEN M. DRUZAK and HOPE A. DRUZAK

**SHERIFF RETURN**

---

NOW, November 08, 2006 AT 2:16 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HOPE A. DRUZAK DEFENDANT AT 410 DALY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HOPE A. DRUZAK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102100  
NO: 06-1809-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK  
VS.  
DEFENDANT: STEVEN M. DRUZAK and HOPE A. DRUZAK

**SHERIFF RETURN**

---

NOW, November 08, 2006 AT 2:16 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT 410 DALY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HOPE DRUZAK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102100  
NO: 06-1809-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK  
vs.  
DEFENDANT: STEVEN M. DRUZAK and HOPE A. DRUZAK

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	175212	30.00
SHERIFF HAWKINS	SHAPIRO	175212	46.91

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED Atty pd. 20.00  
m 11/23/07 Notices to Defs.  
FEB 08 2007 Statement to  
William A. Shaw Atty  
Prothonotary/Clerk of Courts  
AK

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF

vs.

Steven M. Druzak and Hope A. Druzak  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2006-1809

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

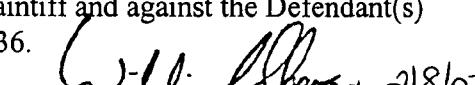
Enter Judgment IN REM in the amount of \$32,388.36 in favor of the Plaintiff and against  
the defendant(s), jointly and severally, for failure to file an answer to Plaintiff's Complaint in  
Mortgage Foreclosure within 20 days from service thereof and assess Plaintiff's damages as  
follows and calculated as stated in the Complaint:

Principal of mortgage debt due and unpaid	\$27,673.28
Interest at 7.5% from April 1, 2006 to December	
19, 2006	
(263 days @ \$5.69 per diem)	\$1,496.47
Late charges (for certain months prior	
to default and every month after at a rate of	
\$17.40 per month)	\$280.61
Escrow Advance	\$1,110.36
Property Inspections	\$15.00
Mortgage Insurance Premium	\$34.14
Recording Fees	\$28.50
Title Search Report Fees	\$250.00
Attorneys Fees (As stated in Complaint)	\$1,500.00
<b>TOTAL AMOUNT DUE</b>	<b>\$32,388.36</b>

BY:

  
Lauren R. Tabas, Esquire  
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s)  
and damages are assessed as above in the sum of \$32,388.36.

  
Pro. Prothy.

06-27672

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
LAUREN R. TABAS, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 93337 & 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF

VS.

Steven M. Druzak

Hope A. Druzak  
DEFENDANT(S)

STATE OF: MN

COUNTY OF: Dakota

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

AFFIDAVIT OF NON-MILITARY SERVICE

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

Washington Mutual Bank on behalf of Washington Mutual Bank sii to PNC Mortgage Corporation of America

By: Amy Weis

NAME: Amy Weis

TITLE: Assistant Vice President

Sworn to and subscribed before me this 31<sup>st</sup> day of October, 2006.

Catherine Josephine Hagstrom  
Notary Public



SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF

VS.

Steven M. Druzak  
and  
Hope A. Druzak  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2006-1809

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

TO: Steven M. Druzak

DATE OF NOTICE: December 8, 2006

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

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

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

## NOTIFICACION IMPORTANTE

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

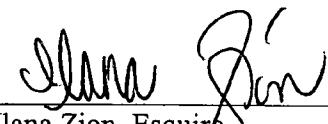
Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

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PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801



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

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
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Washington Mutual Bank sii to PNC  
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VS.

Steven M. Druzak  
and  
Hope A. Druzak  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2006-1809

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

TO: Hope A. Druzak

DATE OF NOTICE: December 8, 2006

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

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

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

## NOTIFICACION IMPORTANTE

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

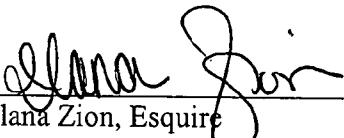
Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

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

**PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:**

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801



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

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF

VS.

Steven M. Druzak  
and  
Hope A. Druzak  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2006-1809

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praeclipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praeclipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, December 8, 2006 to the following Defendants:

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801

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

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF  
vs.  
Steven M. Druzak and Hope A. Druzak  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2006-1809

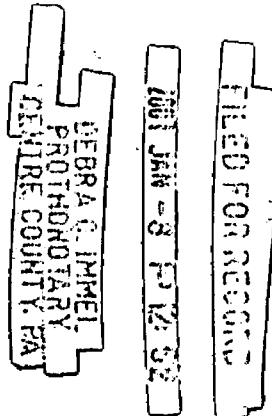
**CERTIFICATE OF SERVICE**

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

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801

Date mailed: 12-18-06



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

06-27672

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF  
vs.  
Steven M. Druzak and Hope A. Druzak  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2006-1809

**CERTIFICATION OF ADDRESS**

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

Washington Mutual Bank sii to PNC Mortgage Corporation of America  
11200 West Parkland Drive  
Milwaukee, WI 53224

and that the last known address(es) of the judgment debtor (Defendant(s)) is:

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801

SHAPIRO & KREISMAN, LLC

BY:

Lauren R. Tabas, Esquire  
Attorney for Plaintiff

06-27672

CLERK OF COURT  
BIRMINGHAM  
DEPT OF COURT

CRIM-8 D&25

100-1000000

**FILED**  
FEB 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

COPY

Prothonotary

TO: Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF  
vs.  
Steven M. Druzak and Hope A. Druzak  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2006-1809

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

*Willie Ober* 2/8/07

Judgment by Default

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

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

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

COPY

Prothonotary

TO: Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF  
vs.  
Steven M. Druzak and Hope A. Druzak  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2006-1809

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

*Willie D* 2/18/07  
Prothonotary

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

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

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

COPY

Washington Mutual Bank, F.A.  
PNC Mortgage Corporation of America  
Plaintiff(s)

No.: 2006-01809-CD

Real Debt: \$32,388.36

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Steven M. Druzak  
Hope A. Druzak  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 8, 2007

Expires: February 8, 2012

Certified from the record this 8th day of February, 2007.



\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
Plaintiff

vs.

Steven M. Druzak and Hope A. Druzak  
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

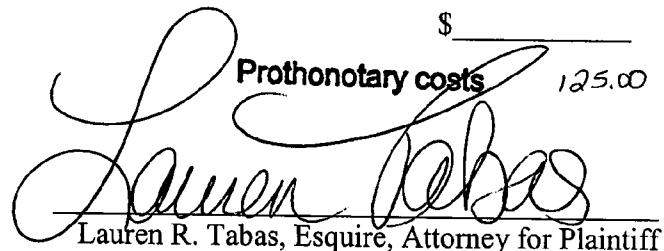
No. 2006-1809

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due	\$32,388.36
Interest from December 20, 2006 to	
(Costs to be added)	\$

  
Lauren R. Tabas, Esquire, Attorney for Plaintiff

FILED *Atty ad. 20.00*  
*3/11/2007* *1CC & Lewists*  
*FEB 08 2007* *w/prop. descr.*  
William A. Shaw  
Prothonotary/Clerk of Courts *to Sheriff*

(6K)

**FILED**

FEB 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

No: 2006-1809

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

Washington Mutual Bank sli to PNC Mortgage  
Corporation of America, Plaintiff

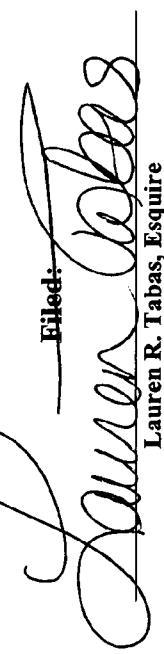
VS

Steven M. Druzak, Defendant  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak, Defendant  
410 Daly Street  
Du Bois, PA 15801

PRAECLPICE FOR WRIT OF  
EXECUTION  
Mortgage Foreclosure}

Filed:

  
Lauren R. Tabas, Esquire  
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC  
Mortgage Corporation of America  
PLAINTIFF

vs.

Steven M. Druzak and Hope A. Druzak  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2006-1809

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Washington Mutual Bank sii to PNC Mortgage Corporation of America, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 410 Daly Street, Du Bois, PA 15801.

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

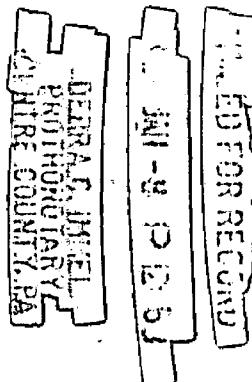
Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801

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

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801



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

Washington Mutual Bank sii to PNC Mortgage Corporation of America  
11200 West Parkland Drive  
Milwaukee, WI 53224

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

Washington Mutual Bank sii to PNC Mortgage Corporation of America  
11200 West Parkland Drive  
Milwaukee, WI 53224

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

NONE

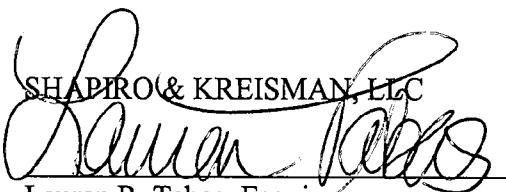
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

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

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

TENANT OR OCCUPANT  
410 Daly Street  
Du Bois, PA 15801

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

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

06-27672

COPY

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Washington Mutual Bank sii to PNC Mortgage  
Corporation of America  
PLAINTIFF

No: 2006-1809

VS.

Steven M. Druzak and Hope A. Druzak  
DEFENDANT(S)

WRIT OF EXECUTION:  
MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

410 Daly Street, Du Bois, PA 15801  
See attached legal

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

Amount Due \$32,388.36

Interest from December 20, 2006 to \_\_\_\_\_ \$ \_\_\_\_\_

Costs to be added Prothonotary costs 125.00

Seal of Court

  
PROTHONOTARY

Date: 2/18/07

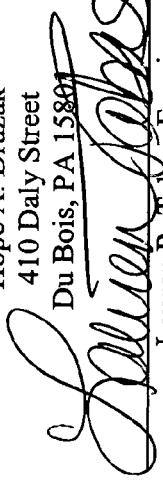
  
Deputy Prothonotary

No: 2006-1809

Washington Mutual Bank sii to PNC Mortgage  
Corporation of America

vs.

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801  
  
Lauren R. Tabas, Esquire

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

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

ALL THAT CERTAIN messuage of piece of land situate in the Fifth Ward of the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on alley adjoining land now or formerly of M. Sullivan heirs; thence along said alley, North 29 degrees East 40 feet to a point at Lot No. 10; thence along said lot No. 10, South 61 degrees East 110 feet to a post at Daly Street; thence along line of Daly Street, South 29 degrees West 40 feet to the aforementioned alley; thence along the said alley, North 61 degrees West, 110 feet to the place of beginning.

BEING Lot No. 9 in Daly's Addition to the City of DuBois.

BEING the same property which Mark Alan Rosenberg, single, by Deed dated July 10, 1998 and recorded July 23, 1998 in the Clearfield county Recorder's Office in Deed Book 1953, Page 243, granted and conveyed unto Steven M. Druzak and Hope A. Druzak, husband and wife.

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 06-27672

Washington Mutual Bank sii to PNC Mortgage  
Corporation of America

PLAINTIFF

VS.

Steven M. Druzak

and

Hope A. Druzak

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2006-1809

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

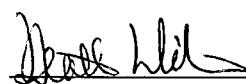
I, Heather Whitman, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Washington Mutual Bank sii to PNC Mortgage Corporation of America, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on March 6, 2007, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

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

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:

  
Heather Whitman  
Legal Assistant

06-27672

FILED  
M 10:25 AM  
MAR 26 2007  
NOCC  
60  
© 2007

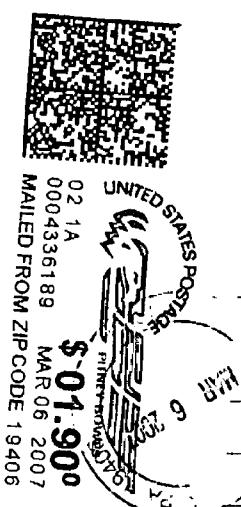
William A. Shaw  
Prothonotary/Clerk of Courts

Name and Address of Sender, LLC  
**Shapiro & Representation, LLC**  
3600 Horizon Drive, Sto 150  
King of Prussia, PA 19406

Check type of mail or service:

Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Affix Stamp Here  
*(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)*  
Postmark and  
Date of Receipt



Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. <u>80-271672</u>	<u>U.S. Steel County Bank</u> <u>Records</u> <u>230 East Market Street</u> <u>Dearfield, PA 15830</u>											
2.												
3.	<u>Tenant or Account</u> <u>410 Poly Street</u> <u>Dubois, PA 15801</u>											
4.												
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)									

See Privacy Act Statement on Reverse

**FILED**

**MAR 26 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of non-negotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See *Domestic Mail Manual* R500, S913, and S921 for limitations of coverage on insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to Standard Mail and Parcel Services parcels.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20527  
NO. 06-1809-CD

PLAINTIFF: WASHINGTON MUTUAL BANK SII TO PNC MORTGAGE CORPORATION OF AMERICA  
VS.  
DEFENDANT: STEVEN M. DRUZAK AND HOPE A. DRUZAK

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 2/8/2007

LEVY TAKEN 2/23/2007 @ 12:20 PM

POSTED 2/23/2007 @ 12:20 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 12/31/2007

DATE DEED FILED NOT SOLD

**FILED**  
d3/25/07  
DEC 31 2007  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

3/6/2007 @ 3:10 PM SERVED STEVEN M. DRUZAK

SERVED STEVEN M. DRUZAK, DEFENDANT, AT HIS RESIDENCE 410 DALY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO STEVEN DRUZAK

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.

3/6/2007 @ 3:10 PM SERVED HOPE A. DRUZAK

SERVED, HOPE A. DRUZAK, DEFENDANT, AT HER RESIDENCE 410 DALY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO STEVEN M. DRUZAK, HUSBAND/CO-DEFENDANT

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

@ SERVED

NOW, JULY 12, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MAY 4, 2007 TO AUGUST 3, 2007.

@ SERVED

NOW, JULY 12, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR AUGUST 3, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20527  
NO: 06-1809-CD

PLAINTIFF: WASHINGTON MUTUAL BANK SII TO PNC MORTGAGE CORPORATION OF AMERICA  
VS.  
DEFENDANT: STEVEN M. DRUZAK AND HOPE A. DRUZAK

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$244.57

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
I am Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Washington Mutual Bank sii to PNC Mortgage  
Corporation of America  
PLAINTIFF

No: 2006-1809

VS.

Steven M. Druzak and Hope A. Druzak  
DEFENDANT(S)

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

410 Daly Street, Du Bois, PA 15801

See attached legal

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

Amount Due	\$32,388.36
------------	-------------

Interest from December 20, 2006 to

Costs to be added	\$	Prothonotary costs	125.00
-------------------	----	--------------------	--------

Seal of Court

  
PROTHONOTARY

Date: 2/8/07

~~Deputy Prothonotary~~

Received February 8, 2007 @ 3:15 P.M.

Chester A. Hawkeis

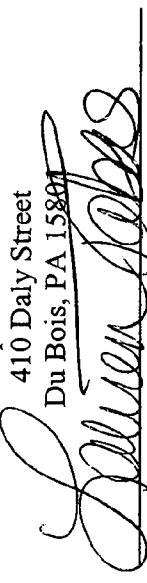
by Cynthia Boller-Appelbaum

No: 2006-1809

Washington Mutual Bank sii to PNC Mortgage  
Corporation of America

vs.

Steven M. Druzak  
410 Daly Street  
Du Bois, PA 15801

Hope A. Druzak  
410 Daly Street  
Du Bois, PA 15801  
  
Lauren R. Tabas, Esquire

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

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

ALL THAT CERTAIN messuage of piece of land situate in the Fifth Ward of the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on alley adjoining land now or formerly of M. Sullivan heirs; thence along said alley, North 29 degrees East 40 feet to a point at Lot No. 10; thence along said lot No. 10, South 61 degrees East 110 feet to a post at Daly Street; thence along line of Daly Street, South 29 degrees West 40 feet to the aforementioned alley; thence along the said alley, North 61 degrees West, 110 feet to the place of beginning.

BEING Lot No. 9 in Daly's Addition to the City of DuBois.

BEING the same property which Mark Alan Rosenberg, single, by Deed dated July 10, 1998 and recorded July 23, 1998 in the Clearfield county Recorder's Office in Deed Book 1953, Page 243, granted and conveyed unto Steven M. Druzak and Hope A. Druzak, husband and wife.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME STEVEN M. DRUZAK NO. 06-1809-CD

NOW, December 31, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Steven M. Druzak And Hope A. Druzak to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

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**



## SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

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

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

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

May 2, 2007

Fax number 814-765-5915

Office of the Sheriff of Clearfield County

Attn: Cindy /Real estate Dept.

Re: Washington Mutual Bank sii to PNC Mortgage Corporation of America vs.  
Steven M. Druzak and Hope A. Druzak  
C.P. #2006-1809  
Sale Date: May 4, 2007  
Our File # 06-27672

Dear Sir or Madam:

Kindly continue the above-referenced sale until August 3, 2007.

Thank you for your anticipated cooperation. If you have any questions or problems,  
please do not hesitate to contact me directly.

Very truly yours,

Heather Whitman  
Legal Assistant

SK

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**LAUREN R. TABAS +**  
**ILANA ZION**  
*+ Also Licensed in New Jersey*

July 12, 2007

Fax number 814-765-5915  
Clearfield County Sheriff  
ATTN: Real Estate Dept.

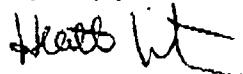
RE: Washington Mutual Bank s/i/i to PNC Mortgage Corporation of America  
vs. Steven M. Druzak and Hope A. Druzak  
Docket No. 2006-1809  
Our File No. 06-27672

Dear Sir or Madam:

Kindly stay Sheriff's sale currently scheduled for August 3, 2007 in the above-referenced matter. Plaintiff has realized that no monies have been received.

Please forward to us a bill for any additional monies which may be due and owing to the Sheriff of Clearfield County, or in the alternative, refund any monies from the deposit already with your office.

Very truly yours,



Heather Whitman  
Legal Assistant