

307-88-CD
First Nat'l Bank vs James Woodley

First National Bank vs James Woodley
2007-88-CD

FIRST NATIONAL BANK OF
PENNSYLVANIA,

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

No. 2007-88-C0

vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY,

MORTGAGE FORECLOSURE

Defendants

TYPE OF DOCUMENT:

COMPLAINT

FILED

JAN 18 2007

m/2:15/w

William A. Shaw

Prothonotary/Clerk of Courts

ATTORNEY FOR PLAINTIFF:

2 cent to 1st fl

DENVER E. WHARTON, ESQUIRE
SUPREME COURT I.D. #31800
KAMINSKY, THOMAS, WHARTON
and LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901
TELEPHONE: (814) 535-6756

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF : No.
PENNSYLVANIA, :

Plaintiff :

vs. :

JAMES P. WOODLEY and :
PENNY L. WOODLEY, :

Defendants :

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 is 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.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
PHONE: (814) 765-2641**

KAMINSKY, THOMAS, WHARTON & LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF	:	No.
PENNSYLVANIA,	:	
	:	
Plaintiff	:	
vs.	:	
	:	
JAMES P. WOODLEY and	:	
PENNY L. WOODLEY,	:	
	:	
Defendants	:	MORTGAGE FORECLOSURE

C O M P L A I N T

AND NOW comes the Plaintiff, First National Bank of Pennsylvania, by and through its Attorneys, Kaminsky, Thomas, Wharton & Lovette, and files the following Complaint:

1. The Plaintiff, First National Bank of Pennsylvania, is a National Banking Association with its principal office located at One FNB Blvd., Hermitage, Mercer County, PA 16148.
2. The Defendant, James P. Woodley, is an adult individual whose last known address is 130 Otto Road, Hastings, Cambria County, PA 16646.
3. The Defendant, Penny L. Woodley, is an adult individual whose last known address is 93 Hurd Drive, Westover, Clearfield County, PA 16692.
4. On May 14, 2004, the Defendants made, executed and delivered a Mortgage on the hereinafter described premises to First National Bank of Pennsylvania, which Mortgage was recorded in the Office of the Recorder of Deeds in and for Clearfield

County, Pennsylvania, on May 17, 2004, as Instrument No. 200407701. A photocopy of said Mortgage is attached hereto, made a part hereof and marked Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage is described as follows:

ALL those two certain pieces or parcels of land situate in Westover Borough, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a post; then North 89° West 41.4 perches to a post on line of land now or formerly of J. L. Buterbaugh; then along line of land now or formerly of J. L. Buterbaugh and line of land now or formerly of Smith South ½° West a distance of 156 perches to a post on line of land now or formerly of William F. Mosser Estate; then along the line of lands now or formerly of William F. Mosser Estate South 88 3/4° East a distance of 41.4 perches to a post; then along line of lands now or formerly of J. L. and J. R. Buterbaugh North ½° West a distance of 156 perches to a post, the place of beginning.

This parcel of land contains 35 acres, more or less.

This parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax Control No. 20.0-15333 and Tax Map No. 20.0-D16-000-2.

PARCEL NO. 2: BEGINNING at a post; then by lands now or formerly of Frank B. Wholaver North 2 ½° East 46.2 perches to a post; then by lands now or formerly of Abraham Rolland the following two courses and distances: (1) _____ 87° East a distance of 37 perches to a stone, and (2) South 4° West a distance of 46.2 perches to a post on old line; then by lands now or formerly of Abraham Rolland and Daniel Carson and a public road North 87° West a distance of 35.6 perches to a post, the place of beginning.

This parcel of land contains 10 acres and 76 perches, more or less.

This parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax Control No. 20.0-15334 and Tax Map No. 20.0-D16-000-3.

7. Said Mortgage is in default because:

a. Principal thereof became due and payable on May 15, 2006, and by the terms of said Mortgage, is collectible forthwith;

b. Interest payments on said Mortgage due from May 15, 2006, are due and have not yet been paid; and by the terms of said Mortgage, upon default of such payments of interest for a space of thirty (30) days after any such payments are due, the whole of said principal and interest thereon is immediately due and payable.

8. The following amounts are due on said Mortgage:

Principal	\$50,989.66
Interest thru 01-08-07	1,750.56
Satisfaction fee	30.00
Late Charges	438.62
Previous fees & costs	50.00
Ins. refund thru 12-29-06	(2,356.09)
Attorney's fees	<u>2,545.14</u>
 TOTAL DUE	 \$53,447.89

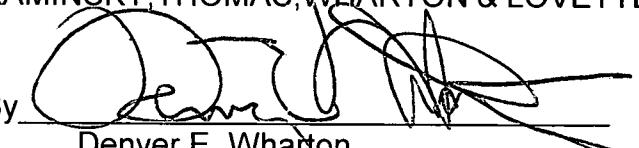
9. Notice of Intent to Foreclose under 41 P.S. Section 403(a) and Notice under the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91) was forwarded to the Defendant, James P. Woodley, at 130 Otto Road, Hastings, PA 16646, via Certified Mail under date of August 22, 2006. A copy of said Notice is attached hereto, made a part hereof and marked Exhibit "B".

10. Notice of Intent to Foreclose under 41 P.S. Section 403(a) and Notice under the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91) was forwarded to the Defendant, Penny L. Woodley, at 93 Hurd Drive, Westover, PA 16692, via Certified Mail under date of July 20, 2006. A copy of said Notice is attached hereto, made a part hereof and marked Exhibit "C".

11. The Defendants applied for assistance under the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91); however, said assistance was denied. A copy of said denial is attached hereto, made a part hereof, and marked Exhibit "D".

WHEREFORE, Plaintiff demands Judgment against the Defendants in the amount of Fifty-three Thousand Four Hundred Forty-seven and 89/100 (\$53,447.89) Dollars, together with interest thereon.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 
Denver E. Wharton
Attorney for Plaintiff

RECORDATION REQUESTED BY:

First National Bank of Pennsylvania
Hastings
297 Beaver Street
PO Box 566
Hastings, PA 16646

WHEN RECORDED MAIL TO:

First National Bank of Pennsylvania
Technology Center/Loan Operations
4140 East State Street
Hermitage, PA 16148

SEND TAX NOTICES TO:

JAMES P WOODLEY
PENNY L WOODLEY
93 HURD DR
WESTOVER, PA 16692

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$59,770.97.

THIS MORTGAGE dated May 14, 2004, is made and executed between JAMES P WOODLEY, whose address is 93 HURD DR, WESTOVER, PA 16692 and PENNY L WOODLEY, whose address is 93 HURD DR, WESTOVER, PA 16692 (referred to below as "Grantor") and First National Bank of Pennsylvania, whose address is 297 Beaver Street, PO Box 566, Hastings, PA 16646 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

BOROUGH OF WESTOVER, COUNTY OF CLEARFIELD
DEED RECORDED: 08/15/1997 BOOK: 1864 PAGE 416
WITH THE ASSESSMENT NUMBER [S] OF: 20-D16-2, 20-D16-3
WITH AN ADDRESS OF: 93 HURD DR, WESTOVER, PA 16692

Perform an Intervening Lien Search on this
Mortgage and File. Notify Select Business.

The Real Property or its address is commonly known as 93 HURD DR, WESTOVER, PA 16692.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Mortgage.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in

MORTGAGE (Continued)

or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due and except as otherwise provided in this Mortgage.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

Full Performance. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

Events of Default. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or document, Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Insecurity. Lender in good faith believes itself insecure.

Rights and Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may

MORTGAGE (Continued)

Page 3

exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Mortgage:

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Definitions. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means JAMES P WOODLEY and PENNY L WOODLEY, and all other persons and entities signing the Note.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means JAMES P WOODLEY and PENNY L WOODLEY.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First National Bank of Pennsylvania, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

MORTGAGE (Continued)

Page 4

Note. The word "Note" means the promissory note dated May 14, 2004, in the original principal amount of \$59,770.97 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is May 15, 2014.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X James P. Woodley (Seal)
JAMES P. WOODLEY, Individually

X Penny L. Woodley (Seal)
PENNY L. WOODLEY, Individually

Signed, acknowledged and delivered in the presence of:

X Anna Marie Shimer
Witness

X
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, First National Bank of Pennsylvania, herein is as follows:

Hastings, 297 Beaver Street, PO Box 566, Hastings, PA 16646

Anna Marie Shimer
Attorney or Agent for Mortgagee

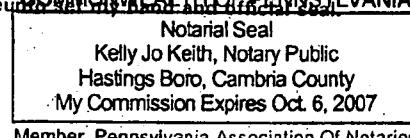
INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CAMBRIA

On this, the 14th day of May, 2004, before me Kelly Jo Keith, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto affix my Notarial Seal.



Kelly Jo Keith
Notary Public in and for the State of PA

CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361**

**1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830**

***RETURN DOCUMENT TO:**
FIRST NATIONAL BANK OF PA

Instrument Number - 200407701

Recorded On 5/17/2004 At 8:51:01 AM

*** Instrument Type - MORTGAGE**

*** Total Pages - 5**

Invoice Number - 110813

*** Mortgagor - WOODLEY, JAMES P**

*** Mortgagee - FIRST NATIONAL BANK OF PENNSYLVANIA**

*** Customer - FIRST NATIONAL BANK OF PA**

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

**I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.**



Karen L. Starck

**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

APPENDIX A
CERTIFIED MAIL
RETURNED RECEIPT REQUESTED
#7003 1010 0004 2539 4548

Date: August 22, 2006

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): James P. Woodley
 Penny L. Woodley

PROPERTY ADDRESS: 93 Hurd Drive
 Westover, PA. 16692

LOAN ACCT. NO: 43105165

ORIGINAL LENDER: First National Bank of Pennsylvania

CURRENT LENDER/SERVICER: First National Bank of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY
BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

**IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR
CONTROL,**

**IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND**

**IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE
PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR
WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY
MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE
PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT",
EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and
telephone numbers of designated consumer credit counseling agencies for the county in which
the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application

to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 93 Hurd Drive, Westover, PA. 16692

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

May, June, July and August 2006

\$ 2,506.44

Other charges (explain/itemize): \$ 187.98 Late Fees

\$ 50.00 Other Loan Related Expense

TOTAL AMOUNT PAST DUE: \$ 2,744.42

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,744.42**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: First National Bank of Pennsylvania, 4140 East State Street, Hermitage, PA 16148.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--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 Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four months from the date of this Notice. A notice of the actual 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: First National Bank of Pennsylvania

Address: 4140 East State Street

Hermitage, PA 16148

Phone Number: 724-983-3669

Fax Number: 724-983-3318

Contact Person: Cindy G. Mancino

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may or X may not (CHECK ONE) sell or transfer your home 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 of the mortgage are satisfied.

YOU MAY ALSO 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.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

APPENDIX A

CERTIFIED MAIL

RETURNED RECEIPT REQUESTED

7005 3110 0001 6498 5947

Date:July 20, 2006

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397.(Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO ''HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM'' EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): James P. Woodley

Penny L. Woodley

PROPERTY ADDRESS: 93 Hurd Drive

Westover, PA 16692

LOAN ACCT. NO: 43105165

ORIGINAL LENDER: First National Bank of Pennsylvania

CURRENT LENDER/SERVICER: First National Bank of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application

to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 93 Hurd Drive Westover, PA 16692
IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

May , June and July 2006

\$1,879.83

Other charges (explain/itemize): \$ 125.32 Late Fees

\$ 50.00 Other Loan Related Expense

TOTAL AMOUNT PAST DUE: **\$2,055.15**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,055.15, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: First National Bank of Pennsylvania, 4140 East State Street, Hermitage, PA 16148.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- 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 Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four months from the date of this Notice. A notice of the actual 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: First National Bank of Pennsylvania

Address: 4140 East State Street

Hermitage, PA 16148

Phone Number: 724-983-3669

Fax Number: 724-983-3318

Contact Person: Cindy G. Mancino

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may or X may not (CHECK ONE) sell or transfer your home 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 of the mortgage are satisfied.

YOU MAY ALSO 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.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

**Pennsylvania
Housing Finance Agency**

**Homeowners' Emergency
Mortgage Assistance Loan Program**

Payments: 211 North Front Street, P.O. Box 15206

Harrisburg, PA 17105-5206

Correspondence: 211 North Front Street, P.O. Box 15530

Harrisburg, PA 17105-5530

(717) 780-3940 1-800-342-2397 FAX (717) 780-3995

TTY (717) 780-1869

11/20/2006

FIRST NAT'L BANK OF MERCER CTY
HERMITAGE SQUARE
HERMITAGE, PA. 16148

SUBJECT:
PENNY L WOODLEY
PO BOX 136
93 HURD DR
WESTOVER, PA. 16692
HEMAP Account Number: HE0001479153
Loan #:43105165

Your application for a HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE LOAN
has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 1680.401-C et seq. and/or
Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. Requests for a hearing must be made in writing and must be submitted to the Agency within 15 days after the postmark date of this letter. Verbal requests are not acceptable. The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. You also have a right to an in-person hearing at the Agency's office in Harrisburg if you so desire. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel – HEMAP Hearing Request, PHFA/HEMAP, 211 North Front Street, P.O. Box 15628, Harrisburg, PA, 17105-5628. The hearing request may also be faxed to the attention of Chief Counsel – Hearing Request at 717-780-4031. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print or type your name legibly and include your HEMAP Account Number and phone number where you may be reached during the day.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative toll free at 1-800-322-7572 for a referral to the office for your county. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

Sincerely,

THE PENNSYLVANIA HOUSING FINANCE AGENCY
Homeowners' Emergency Mortgage Assistance Program

VERIFICATION

I, Christine A. Lombardo, Banking Officer/Paralegal, being authorized to do so, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

FIRST NATIONAL BANK OF PA

By Christine A. Lombardo
Christine A. Lombardo
Banking Officer/Paralegal

DATED: January 17, 2007

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.

FIRST NATIONAL BANK OF
PENNSYLVANIA

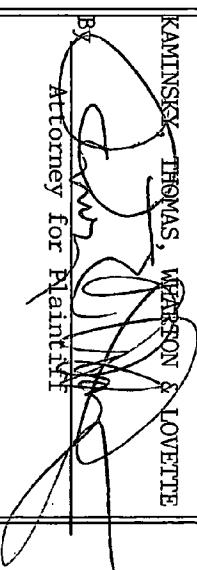
vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY

C O M P L A I N T

TO THE WITHIN DEFENDANTS:
YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN COMPLAINT WITHIN
TWENTY (20) DAYS FROM SERVICE
HEREOF OR DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 
Attorney for Plaintiff

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

William A. Shaw
Prothonotary/Clerk of Courts

JAN 18 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102352
NO: 07-88-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA

vs.

DEFENDANT: JAMES P. WOODLEY and PENNY L. WOODLEY

SHERIFF RETURN

NOW, January 19, 2007, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES P. WOODLEY.

NOW, January 25, 2007 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES P. WOODLEY, DEFENDANT. THE RETURN OF CAMBRIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

99:00 cm

APR 25 2007

WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102352
NO: 07-88-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA
vs.
DEFENDANT: JAMES P. WOODLEY and PENNY L. WOODLEY

SHERIFF RETURN

NOW, January 31, 2007 AT 11:02 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PENNY L. WOODLEY DEFENDANT AT 93 HURD DRIVE, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PENNY L. WOODLEY, 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 # 102352
NO: 07-88-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA
vs.
DEFENDANT: JAMES P. WOODLEY and PENNY L. WOODLEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KAMINSKY	32611	20.00
SHERIFF HAWKINS	KAMINSKY	32611	55.00
CAMBRIA CO.	KAMINSKY	32613	50.10

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

CASE # PLAINTIFF DEFENDANT
90020-07 FIRST NATIONAL BANK 07-88 WOODLEY, JAMES AND PENNY
DATE 1/25/07

AT 2:30PM - SERVED THE COMPLAINT IN MORTGAGE FCL UPON JAMES WOODLEY BY HANDING A TRUE AND ATTESTED COPY THEREOF TO SHIRLEY WOODLEY, HIS MOTHER, SHE BEING THE PERSON IN CHARGE AT 130 OTTO ROAD, HASTINGS, PA 16646 AND MAKING CONTENTS THEREOF KNOWN TO HER.

MY COSTS PAID BY PLAINTIFF'S ATTORNEY.

SHERIFF COSTS \$47.10
PROTHONOTARY 3.00
TOTAL \$50.10

SO ANSWERS,

Bob Kolar
BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 31ST DAY OF JANUARY 2007

Larry Berkbil

RECEIVED
APR 25 2007
CLERK OF COURTS
PROTHONOTARY

RECEIVED
APR 25 2007
CLERK OF COURTS
PROTHONOTARY
STATE OF MASSACHUSETTS
COMMONWEALTH
SUFFOLK COUNTY
PROTHONOTARY

- *William A. Shaw*
APR 25 2007

RECEIVED
APR 25 2007
CLERK OF COURTS
PROTHONOTARY

RECEIVED
APR 25 2007
CLERK OF COURTS
PROTHONOTARY

FILED

APR 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

FIRST NATIONAL BANK OF
PENNSYLVANIA,

Plaintiff

vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY,

Defendants

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No. 2007-88-CD

: TYPE OF DOCUMENT:

: PRAECIPE FOR ENTRY OF
: DEFAULT JUDGMENT

: ATTORNEY FOR PLAINTIFF:

: DENVER E. WHARTON, ESQUIRE
: SUPREME COURT I.D. #31800
: KAMINSKY, THOMAS, WHARTON
: & LOVETTE
: 360 STONYCREEK STREET
: JOHNSTOWN, PA 15901
: TELEPHONE: (814) 535-6756

FILED Atty pd. 20.00
MAY 13 2007 Notice to Defs.
MAY 02 2007

Statement to
Atty

William A. Shaw
Prothonotary/Clerk of Courts

(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF : No. 2007-88-CD
PENNSYLVANIA, :
Plaintiff :
vs. :
JAMES P. WOODLEY and :
PENNY L. WOODLEY, :
Defendants :
:

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY OF THE ABOVE NAMED COURT:

Enter Judgment in favor of the Plaintiff and against the Defendants, JAMES P. WOODLEY and PENNY L. WOODLEY, in the above captioned matter in the sum of FIFTY-THREE THOUSAND FOUR HUNDRED FORTY-SEVEN and 89/100 (\$53,447.89) DOLLARS, plus costs and legal interest for failure of the Defendants to file an Answer.

I hereby certify that written Notice of intention to file the within Praecipe was mailed (or delivered) to the Defendants and their attorney of record, if any, after the default occurred and at least ten (10) days prior to the filing of the within Praecipe. Attached hereto are copies of said Notices together with copies of the Certificates of Mailing verifying same.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 
Denver E. Wharton
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF : No. 2007-88-CD
PENNSYLVANIA,

Plaintiff :
vs.

JAMES P. WOODLEY and :
PENNY L. WOODLEY,

Defendants :

IMPORTANT NOTICE

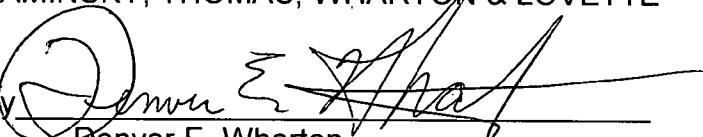
TO: James P. Woodley
130 Otto Road
Hastings, PA 16646

DATE: April 19, 2007

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUESTED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

COURT ADMINISTRATOR'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
PHONE: (814) 765-2641

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 
Denver E. Wharton

Attorney for Plaintiff
360 Stonycreek Street
Johnstown, PA 15901

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF	:	No. 2007-88-CD
PENNSYLVANIA,	:	
Plaintiff	:	
vs.	:	
JAMES P. WOODLEY and	:	
PENNY L. WOODLEY,	:	
Defendants	:	

IMPORTANT NOTICE

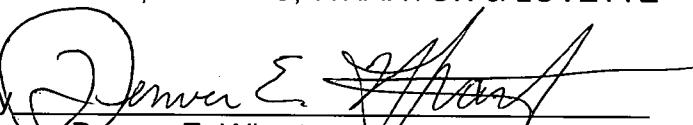
TO: Penny L. Woodley
93 Hurd Drive
Westover, PA 16692

DATE: April 19, 2007

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUESTED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

COURT ADMINISTRATOR'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
PHONE: (814) 765-2641

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 
Denver E. Wharton

Attorney for Plaintiff
360 Stonycreek Street
Johnstown, PA 15901

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

MAY 1ST
PROV: *D CW*

Re: KAMINSKY, THOMAS, WHARTON
& LOVETTE
- 360 STONYCREEK STREET
- JOHNSTOWN, PA 15901

Affix fee here in stamps
or meter postage and
postmark. Inquire of
Postmaster for amount
fee.

JOHNSTOWN PA APR 19 2007
PA

APR. 19.07

0000043841

0095 ★

POSTALIA 298866

One piece of ordinary mail addressed to:
James P. Woodley
130 Otto Road
Hastings, PA 16646

JOHNSTOWN PA APR 19 2007
PA

APR 19 2007

USPS

PS Form 3817, January 2001

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

MAY 1ST
PROV: *D CW*

Re: KAMINSKY, THOMAS, WHARTON
& LOVETTE
- 360 STONYCREEK STREET
- JOHNSTOWN, PA 15901

Affix fee here in stamps
or meter postage and
postmark. Inquire of
Postmaster for amount
fee.

JOHNSTOWN PA APR 19 2007
PA

APR. 19.07

0000043842

0095 ★

POSTALIA 298866

One piece of ordinary mail addressed to:
Penny L. Woodley
93 Hurd Drive
Westover, PA 16692

JOHNSTOWN PA APR 19 2007
PA

APR 19 2007

USPS

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2007-88-CD

FIRST NATIONAL BANK OF
PENNSYLVANIA

vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY

PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT

Prothonotary/Clerk of Courts
William A. Shaw

MAY 02 2007

FILED

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE

360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

COPY

(Rule of Civil Procedure No. 236)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF
PENNSYLVANIA, : No. 2007-88-CD

Plaintiff
vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY,

Defendants

TO: James P. Woodley
130 Otto Road
Hastings, PA 16646

Notice is given that a judgment in the above captioned matter
has been entered against you on May 2, 2007.



Prothonotary of Clearfield County

COPY

(Rule of Civil Procedure No. 236)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF : No. 2007-88-CD
PENNSYLVANIA, :

Plaintiff :

vs. :

JAMES P. WOODLEY and
PENNY L. WOODLEY, :

Defendants :

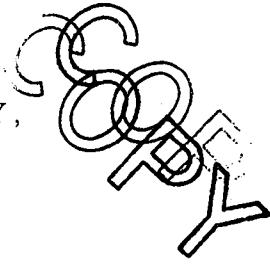
TO: Penny L. Woodley
93 Hurd Drive
Westover, PA 16692

Notice is given that a judgment in the above captioned matter
has been entered against you on May 2, 2007.



Prothonotary of Clearfield County

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



First National Bank of PA
Plaintiff(s)

No.: 2007-00088-CD

Real Debt: \$53,447.89

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James P. Woodley
Penny L. Woodley
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 2, 2007

Expires: May 2, 2012

Certified from the record this 2nd day of May, 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

PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183

FIRST NATIONAL BANK OF

PENNSYLVANIA

Plaintiff(s)

vs.

JAMES P. WOODLEY and

PENNY L. WOODLEY

IN THE COURT OF COMMON PLEAS,
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____ Term, 19 ____ E.D.

No. 2007-88-CD Term, 19 ____ C.D.

Defendant(s)

To The Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:
(Specifically describe property)

93 Hurd Drive, Westover Borough, Clearfield County, PA 16692

FOR DESCRIPTION OF PROPERTY, SEE ATTACHED

FILED *Atty pd. 20.00*
5/10/07 *1cc@lewints*
MAY 17 2007 *w/prop. descr.*
William A. Shaw
Prothonotary/Clerk of Courts to Sheriff
CEK

Amount due \$ 53,447.89

Interest from 01-08-07

\$ 125.00

Prothonotary costs

(Costs to be added)

TOTAL \$

KAMINSKY, THOMAS, WHARTON & SOVETTE

By

Denver E. Wharton
Attorney for Plaintiff(s)

Dated May 9, 2007

No. _____ Term, 19 _____ E.D.

No. 2007-88-CD Term, 19 C.D.
IN THE COURT OF COMMON PLEAS,
CLEARFIELD COUNTY, PENNSYLVANIA.

FIRST NATIONAL BANK OF _____

PENNSYLVANIA _____

vs.

JAMES P. WOODLEY and _____

PENNY L. WOODLEY _____

PRAECIPE

FOR WRIT OF EXECUTION

(Mortgage Foreclosure)
P.R.C.P. 3180 to 3183

PROTHONOTARY COSTS:

(Praecipe, Writ and Copies)

Use Attorney _____

Use Plaintiff _____

FILED

MAY 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

Prothonotary Case No. 2007-88-CD

KAMINSKI, THOMAS, WHARTON & HOVETTE

By 
William A. Shaw
Prothonotary/Clerk of Courts

Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF : No. 2007-88-CD
PENNSYLVANIA, :

Plaintiff :
vs. :

JAMES P. WOODLEY and :
PENNY L. WOODLEY, :

Defendants :

AFFIDAVIT PURSUANT TO RULE 3129.1

First National Bank of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecept for Writ of Execution was filed, the following information concerning the real property located at 93 Hurd Drive, Westover Borough, Clearfield County, PA:

1. Names and addresses of the Owners or Reputed Owners:

James P. Woodley	Penny L. Woodley
130 Otto Road	93 Hurd Drive
Hastings, PA 16646	Westover, PA 16692

2. Names and addresses of Defendants in the judgment:

James P. Woodley	Penny L. Woodley
130 Otto Road	93 Hurd Drive
Hastings, PA 16646	Westover, PA 16692

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

NONE

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

First National Bank of PA
4140 East State Street
Hermitage, PA 16148

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:

Gene Hagens, Tax Collector
P.O. Box 203
Westover, PA 16692

Tax Claim Bureau
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Harmony School District
5239 Ridge Road
Westover, PA 16692

Domestic Relations Division
230 E. 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:

NONE

The addresses listed above are the last known reasonable ascertainable addresses after a reasonable search conducted by the Plaintiff.

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.A. Section 4904 relating to unsworn falsification to authorities.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By

Denver E. Wharton
Attorney for Plaintiff

DATED: May 9, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF
PENNSYLVANIA, : No. 2007-88-CD

Plaintiff

vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY,

Defendants

AFFIDAVIT OF OWNERSHIP OR REPUTED OWNERSHIP

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF CAMBRIA

Personally appeared before me, a Notary Public in and for the above County and State, **DENVER E. WHARTON, ESQUIRE**, Attorney for the Plaintiff, First National Bank of Pennsylvania, who being duly sworn according to law, deposes and says that the name and last known addresses of the owners or reputed owners or the Defendants in the judgment are:

James P. Woodley
130 Otto Road
Hastings, PA 16646

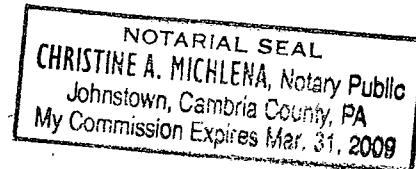
Penny L. Woodley
93 Hurd Drive
Westover, PA 16692

This affidavit is made in compliance to Rule 3129 as set forth by law.

Denver E. Wharton

Sworn and subscribed to before me this 9th day of May, 2007.

(Christine A. Michlena)
Christine A. Michlena
Notary Public



WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

FIRST NATIONAL BANK OF

PENNSYLVANIA

vs.

JAMES P. WOODLEY and

PENNY L. WOODLEY

Plaintiff(s)

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

No. _____

19 _____ E. D.

No. 2007-88-CD

19 _____ C. D.

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

ss:

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:

(Specifically describe property)

93 Hurd Drive, Westover Borough, Clearfield County, PA 16692

FOR DESCRIPTION OF PROPERTY, SEE ATTACHED

Amount due

\$ 53,447.89

Interest from 01-08-07

\$ 125.00

Prothonotary costs

(Costs to be added)

TOTAL \$

Dated

5/17/07

Willie Blauch

Prothonotary

SEAL

By:

Deputy

RECEIVED WRIT THIS _____ day

of _____ A.D., 19 _____.
No. 2007-88-CD 19 C.D.
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

at _____ M.
FIRST NATIONAL BANK OF

Sheriff

PENNSYLVANIA

vs.

JAMES P. WOODLEY and

PENNY L. WOODLEY

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	53,447	89
Interest from 01-08-07		
Prothonotary	125	00
Use Attorney		
Use Plaintiff		
Attorney's Comm.		
Satisfaction		
Sheriff		

KAMINSKY, THOMAS, WHARTON & LOVETTE

Attny for Plaintiff(s)
Danner, P. Attorney

2000 VISIONS, INC.

RE: First National Bank of Pennsylvania
vs. James P. Woodley and Penny L. Woodley

No. 2007-88-CD

Premises: 93 Hurd Drive
Westover, PA 16692

ALL those two certain pieces or parcels of land situate in Westover Borough, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a post; then North 89° West 41.4 perches to a post on line of land now or formerly of J. L. Buterbaugh; then along line of land now or formerly of J. L. Buterbaugh and line of land now or formerly of Smith South ½° West a distance of 156 perches to a post on line of land now or formerly of William F. Mosser Estate; then along the line of lands now or formerly of William F. Mosser Estate South 88 3/4° East a distance of 41.4 perches to a post; then along line of lands now or formerly of J. L. and J. R. Buterbaugh North ½° West a distance of 156 perches to a post, the place of beginning.

This parcel of land contains 35 acres, more or less.

This parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax Control No. 20.0-15333 and Tax Map No. 20.0-D16-000-2.

PARCEL NO. 2: BEGINNING at a post; then by lands now or formerly of Frank B. Wholaver North 2 ½° East 46.2 perches to a post; then by lands now or formerly of Abraham Rolland the following two courses and distances: (1) _____ 87° East a distance of 37 perches to a stone, and (2) South 4° West a distance of 46.2 perches to a post on old line; then by lands now or formerly of Abraham Rolland and Daniel Carson and a public road North 87° West a distance of 35.6 perches to a post, the place of beginning.

This parcel of land contains 10 acres and 76 perches, more or less.

This parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax Control No. 20.0-15334 and Tax Map No. 20.0-D16-000-3.

BEING the same pieces or parcels of land which Roger F. Hurd, Executor under the Last Will and Testament of Vesta Belle Hurd a/k/a Vesta B. Hurd, deceased, by his deed dated August 2, 1997, and recorded in the Office of the Recorder of Deeds in and for Clearfield County on August 15, 1997, in Record Book Volume 1864, page 416, granted and conveyed unto James P. Woodley and Penny L. Woodley.

FIRST NATIONAL BANK OF
PENNSYLVANIA,

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2007-88-CD

Plaintiff

vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY,

Defendants

TYPE OF DOCUMENT:

AFFIDAVIT OF SERVICE

ATTORNEY FOR PLAINTIFF:

DENVER E. WHARTON, ESQUIRE
SUPREME COURT I.D. #31800
KAMINSKY, THOMAS, WHARTON
& LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901
TELEPHONE: (814) 535-6756

FILED
M 13:16 2007 NO
JUL 18 2007 cc
William A. Shaw
Prothonotary/Clerk of Courts

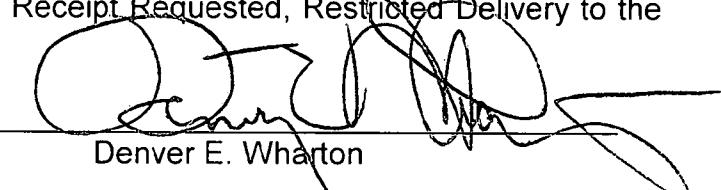
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF : No. 2007-88-CD
PENNSYLVANIA, :
Plaintiff :
vs. :
JAMES P. WOODLEY and :
PENNY L. WOODLEY, :
Defendants :
:

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CAMBRIA :
:

Personally appeared before me, a Notary Public in and for the above County and State, **DENVER E. WHARTON, ESQUIRE**, who being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff, First National Bank of Pennsylvania, in the above captioned matter and that he forwarded to all individuals and entities listed on the Rule 3129.1 Affidavit an appropriate Notice advising them of the Sheriff's Sale relative to this matter. Attached to this Affidavit is evidence of said service as follows: By Certified Mail, Return Receipt Requested, postage prepaid to each of the listed creditors; by Certified Mail, Return Receipt Requested, Restricted Delivery to the Defendants.

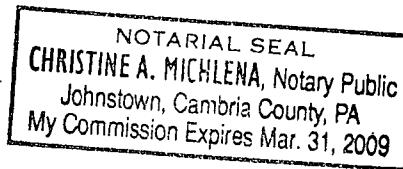


Denver E. Wharton

Sworn to and subscribed
before me this 17th day
of July, 2007.

Christine A. Michlena

Notary Public



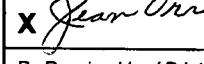
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>Penny L. Woodley</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Penny L. Woodley</i> C. Date of Delivery <i>6-8-07</i></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <i>PO BX 136</i></p>	
1. Article Addressed to:		3. Service Type	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <i>Penny L. Woodley 93 Hurd Drive Westover, PA 16692</i> </div>		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>James P. Woodley</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>James P. Woodley</i> C. Date of Delivery <i>6-22-07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <i>PO BX 735</i></p>	
1. Article Addressed to:		3. Service Type	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <i>James P. Woodley 130 Otto Road Hastings, PA 16646</i> </div>		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Jean Orr</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Jean Orr</i></p> <p>C. Date of Delivery <i>JUN 07 2017</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Domestic Relations Division 230 E. Market Street Clearfield, PA 16830 </div>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) <i>7005 2570 0001 5494 8113</i></p>			
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Abby Neaylor</i></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Abby Neaylor</i></p> <p>C. Date of Delivery <i>6/1/07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Harmony School District 5239 Ridge Road Westover, PA 16692 </div>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) <i>7005 2570 0001 5465 6490</i></p>			
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">B. Received by (Printed Name) Gene Hagens</td> <td style="width: 50%;">C. Date of Delivery 6-9-07</td> </tr> </table> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>		B. Received by (Printed Name) Gene Hagens	C. Date of Delivery 6-9-07
B. Received by (Printed Name) Gene Hagens	C. Date of Delivery 6-9-07				
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 10px; min-height: 100px; margin-top: 10px;"> <p>Gene Hagens, Tax Collector P. O. Box 203 Westover, PA 16692</p> </div>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			
<p>2. Article Number (Transfer from service label)</p> <div style="border: 1px solid black; padding: 2px; text-align: center; margin-top: 5px;"> <p>7005 2570 0001 5494 8106</p> </div>					
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>			
		<p>102595-02-M-1540</p>			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">B. Received by (Printed Name) Jean Orr</td> <td style="width: 50%;">C. Date of Delivery 6-11-07</td> </tr> </table> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>		B. Received by (Printed Name) Jean Orr	C. Date of Delivery 6-11-07
B. Received by (Printed Name) Jean Orr	C. Date of Delivery 6-11-07				
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 10px; min-height: 100px; margin-top: 10px;"> <p>Tax Claim Bureau Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830</p> </div>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			
<p>2. Article Number (Transfer from service label)</p> <div style="border: 1px solid black; padding: 2px; text-align: center; margin-top: 5px;"> <p>7005 2570 0001 5465 6513</p> </div>					
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>			
		<p>102595-02-M-1540</p>			

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2007 - 88 - CD

FIRST NATIONAL BANK OF
PENNSYLVANIA

vs.

JAMES P. WOODLEY and
PENNY L. WOODLEY

FILED
JUL 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20589
NO: 07-88-CD

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA
vs.
DEFENDANT: JAMES P. WOODLEY AND PENNY L. WOODLEY
Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/17/2007

LEVY TAKEN 06/01/2007 @ 11:00 AM
POSTED 06/01/2007 @ 11:00 AM
SALE HELD 08/03/2007
SOLD TO RICHARD D. NEFF
SOLD FOR AMOUNT \$63,000.00 PLUS COSTS
WRIT RETURNED 08/22/2007
DATE DEED FILED 08/23/2007

PROPERTY ADDRESS 93 HURD DRIVE WESTOVER , PA 16830

FILED
0134064
AUG 23 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

06/13/2007 @ 5:00 PM SERVED JAMES P. WOODLEY

CAMBRIA COUNTY SHERIFF'S DEPARTMENT SERVED JAMES P. WOODLEY, DEFENDANT, AT 122 FIRST STREET, HASTINGS, PENNSYLVANIA BY HANDING TO JAMES P. WOODLEY

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

06/01/2007 @ 11:00 AM SERVED PENNY L. WOODLEY

SERVED PENNY L. WOODLEY, DEFENDANT, AT HER RESIDENCE 93 HURD DRIVE, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PENNY L. WOODLEY

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20589
NO: 07-88-CD

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA

vs.

DEFENDANT: JAMES P. WOODLEY AND PENNY L. WOODLEY

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$1,572.70

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester Hawkins
My Amherst Butler-Appointed
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

FIRST NATIONAL BANK OF

PENNSYLVANIA

vs.

JAMES P. WOODLEY and

PENNY L. WOODLEY

Plaintiff(s)

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

19 E. D.

No. _____

2007-88-CD

19 C. D.

No. _____

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

{ SS:

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:

(Specifically describe property)

93 Hurd Drive, Westover Borough, Clearfield County, PA 16692

FOR DESCRIPTION OF PROPERTY, SEE ATTACHED

Amount due

\$ 53,447.89

Interest from 01-08-07

\$ _____

Prothonotary costs

(Costs to be added)

125.00

TOTAL \$ _____

Dated

5/17/07

Received May 17, 2007 @ 3:00 P.M.
Chester A. Krenzelis
by Cynthia Butler-Deighan
SEAL

Prothonotary

By: _____

Deputy

RECEIVED THIS _____ day

of _____ A.D., 19 _____.

at _____ M.

No. _____ 19 _____ E.D.
No. 2007-88-CD 19 C.D.
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
FIRST NATIONAL BANK OF

Sheriff

PENNSYLVANIA

vs.

JAMES P. WOODLEY and

PENNY L. WOODLEY

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT.....	53,447	89
Interest from 01-08-07.....		
Prothonotary.....	105	00
Use Attorney.....		
Use Plaintiff.....		
Attorney's Comm.....		
Satisfaction.....		
Sheriff.....		

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 

Attorney for Plaintiff(s)
Notary P. W. Kaminsky

RE: First National Bank of Pennsylvania
vs. James P. Woodley and Penny L. Woodley

No. 2007-88-CD

Premises: 93 Hurd Drive
Westover, PA 16692

ALL those two certain pieces or parcels of land situate in Westover Borough, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a post; then North 89° West 41.4 perches to a post on line of land now or formerly of J. L. Buterbaugh; then along line of land now or formerly of J. L. Buterbaugh and line of land now or formerly of Smith South ½° West a distance of 156 perches to a post on line of land now or formerly of William F. Mosser Estate; then along the line of lands now or formerly of William F. Mosser Estate South 88 3/4° East a distance of 41.4 perches to a post; then along line of lands now or formerly of J. L. and J. R. Buterbaugh North ½° West a distance of 156 perches to a post, the place of beginning.

This parcel of land contains 35 acres, more or less.

This parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax Control No. 20.0-15333 and Tax Map No. 20.0-D16-000-2.

PARCEL NO. 2: BEGINNING at a post; then by lands now or formerly of Frank B. Wholaver North 2 ½° East 46.2 perches to a post; then by lands now or formerly of Abraham Rolland the following two courses and distances: (1) _____ 87° East a distance of 37 perches to a stone, and (2) South 4° West a distance of 46.2 perches to a post on old line; then by lands now or formerly of Abraham Rolland and Daniel Carson and a public road North 87° West a distance of 35.6 perches to a post, the place of beginning.

This parcel of land contains 10 acres and 76 perches, more or less.

This parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax Control No. 20.0-15334 and Tax Map No. 20.0-D16-000-3.

BEING the same pieces or parcels of land which Roger F. Hurd, Executor under the Last Will and Testament of Vesta Belle Hurd a/k/a Vesta B. Hurd, deceased, by his deed dated August 2, 1997, and recorded in the Office of the Recorder of Deeds in and for Clearfield County on August 15, 1997, in Record Book Volume 1864, page 416, granted and conveyed unto James P. Woodley and Penny L. Woodley.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JAMES P. WOODLEY NO. 07-88-C

NOW, August 22, 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 August 03, 2007, I exposed the within described real estate of James P. Woodley And Penny L. Woodley to public venue or outcry at which time and place I sold the same to RICHARD D. NEFF he/she being the highest bidder, for the sum of \$63,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	53,447.89
SERVICE	15.00	INTEREST @ %	0.00
MILEAGE	32.01	FROM 01/08/2007 TO 08/03/2007	
LEVY	15.00		
MILEAGE	32.01	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	1,260.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	1,668.24
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY		TOTAL DEBT AND INTEREST	\$55,156.13
BID AMOUNT	63,000.00		
RETURNS/DEPUTIZE	9.00	COSTS:	
COPIES	15.00	ADVERTISING	294.10
	5.00	TAXES - COLLECTOR	1,568.71
BILLING/PHONE/FAX	5.00	TAXES - TAX CLAIM	4,234.68
CONTINUED SALES		DUE	
MISCELLANEOUS	40.00	LIEN SEARCH	100.00
TOTAL SHERIFF COSTS	\$1,572.70		

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	1,474.88
TOTAL DEED COSTS	\$1,503.88

Clarkfield County Domestic	\$ 2,275.34
James Waddley	\$ 1,646.60
Penny Waddley	\$ 3,931.93

TOTAL DEBT AND INTEREST	\$55,156.13
COSTS:	
ADVERTISING	294.10
TAXES - COLLECTOR	1,568.71
TAXES - TAX CLAIM	4,234.68
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	1,503.88
SHERIFF COSTS	1,572.70
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$9,588.07

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

CASE # PLAINTIFF
90134-07 WOODLEY, JAMES & PENNY 07-88
DATE 6/13/07

DEFENDANT
WOODLEY, JAMES AND PENNY

AT 5:00PM - SERVED THE NOTICE OF SALE, WRIT OF EXECUTION AND COPY OF LEVY UPON JAMES WOODLEY BY HANDING TRUE AND ATTESTED COPIES THEREOF TO HIM PERSONALLY AT 122 FIRST ST. HASTINGS PA 16646 AND MAKING CONTENTS THEREOF KNOWN TO HIM. MY COSTS PAID BY PLAINTIFF'S ATTORNEY.

SHERIFF'S COSTS 73.65
PROTHONOTARY 3.00
TOTAL COSTS 76.65

SO ANSWERS,


BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 22ND DAY OF AUGUST 2007


PROTHONOTARY

FILED

AUG 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

ESQ

PENNY

DEFENDANTS
WOODLEY, JAMES & PENNY 07-88

CASE # PLAINTIFF
09T34-07 WOODLEY, JAMES & PENNY 07-88

DATE 8/13/07

AT 5:00PM - SERVED THE NOTICE OF SALE, WRIT OF EXECUTION AND
COPY OF LEVY UPON JAMES WOODLEY BY HANDING TRUE AND ATTESTED
COPIES THEREOF TO HIM PROBONOTARY AT 123 FIRST ST. HASTINGS
BY TELETYPE AND MAKING COPIENTS THEREOF KNOWN TO HIM.
MY COSTS PAID BY PLAINTIFF'S ATTORNEY.

John Kollar
BOB KOLLAR, SHERIFF
SHERIFF'S COSTS 33.65
PROTHONOTARY 3.00
TOTAL COSTS 36.65
20 ANSWERS

SWORN AND SUBSCRIBED TO BEFORE ME
THE 23rd DAY OF AUGUST, 2007

John Kollar
PROTHONOTARY