

07-528-CD
Washington Mut. Vs Bryan Casher

Washington Mutual vs Bryan Casher et al
2007-528-CD

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 84512

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

TERM

v.

NO. 07-528-CD
CLEARFIELD COUNTY

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

5-1-2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED Atty pd. 85.00
m 10:55 AM
APR 04 2007
IN HCC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

2. The name(s) and last known address(es) of the Defendant(s) are:

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 01/25/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to ABN AMRO MORTGAGE GROUP, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200201657. By Assignment of Mortgage recorded 08/26/2002 the mortgage was Assigned To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR WASHINGTON MUTUAL BANK, N.A. which Assignment is recorded in Assignment Of Mortgage Instrument No: 200213553. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$64,920.33
Interest	\$2,820.80
09/01/2006 through 04/03/2007	
(Per Diem \$13.12)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$0.00
01/25/2002 to 04/03/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$69,616.13
Escrow	
Credit	\$0.00
Deficit	\$177.36
Subtotal	<u>\$177.36</u>
TOTAL	\$69,793.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$69,793.49, together with interest from 04/03/2007 at the rate of \$13.12 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

Francis S. Hall
By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

PROPERTY BEING: RR 1 BOX 307

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 04/03/07

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

vs.

CLEARFIELD County

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

No. 07-528-CD

Defendants

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan

FRANCIS S. HALLINAN, ESQUIRE

LAWRENCE T. PHELAN, ESQUIRE

DANIEL G. SCHMIEG, ESQUIRE

Attorneys for Plaintiff

Date: April 30, 2007

/jcs, Svc Dept.
File# 84512

pd \$7.00 Atty
FILED 5/11/2007 10:50 AM
ICC to Atty
MAY 01 2007 /Reinstated
William A. Shaw
Complaint to Shft
Prothonotary/Clerk of Courts

FILED

014-00-04
JUL 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

1CC Atty Bradford

1CC Sheriff
(without memo)

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

Washington Mutual Bank, F.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff

Civil Division

vs.

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
46 Dixon Lane
Frenchville, PA 16836

Defendants

No. 07-528-CD

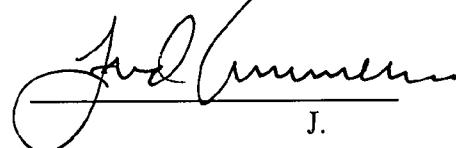
ORDER

AND NOW, this 20th day of July, 2007, upon consideration of

Plaintiff's Motion to Direct Sheriff to File Affidavit of Service, and any response thereto, it is
hereby:

ORDERED and DECREED that the Sheriff of Clearfield County is hereby directed to
complete and file an Affidavit of Service of the foreclosure Complaint within seven days of the
date of this Order.

BY THE COURT:


J. Cawman
J.

FILED
JUL 17 2007
6P

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A.	:	Court of Common Pleas
3476 Stateview Boulevard	:	
Fort Mill, SC 29715	:	
Plaintiff	:	Civil Division
vs.	:	
Bryan K. Casher	:	Clearfield County
Heather M. Casher	:	
A/K/A Heather M. Bumbarger	:	
46 Dixon Lane	:	
Frenchville, PA 16836	:	No. 07-528-CD
Defendants		

MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on April 4, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".

2. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendants.

3. On April 27, 2007, the Sheriff's Office verbally advised counsel for Plaintiff that Brian Casher was personally served on April 27, 2007.

4. The Clearfield County Sheriff's Office deputized the Centre County Sheriff, which served Heather Casher with the Complaint.

5. On June 7, 2007, Plaintiff sent the Defendants ten day letters notifying them of its intention to file a default judgment.

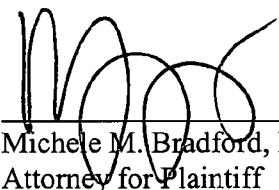
6. To date, the Clearfield County Sheriff's Office has not filed the affidavit of service, which was made on April 27, 2007.

7. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's Office files the affidavit of service of the Complaint with the Prothonotary. Interest accrues at the rate of \$13.12 per day on this mortgage account. Additionally, the Plaintiff continues to advance funds for real estate taxes and hazard insurance at its own expense.

8. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the affidavit of service of the Complaint with the Prothonotary within seven days.

7/16/07
Date



Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849 ATTORNEY FOR PLAINTIFF
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Washington Mutual Bank, F.A. : Court of Common Pleas
3476 Stateview Boulevard :
Fort Mill, SC 29715 :
Plaintiff : Civil Division
vs. :
Bryan K. Casher :
Heather M. Casher :
A/K/A Heather M. Bumbarger :
46 Dixon Lane :
Frenchville, PA 16836 : No. 07-528-CD
Defendants :

**BRIEF IN SUPPORT OF MOTION TO DIRECT THE SHERIFF TO FILE
AFFIDAVIT OF SERVICE**

I. PROCEDURAL HISTORY

Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on April 4, 2007. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendants. On April 27, 2007, the Sheriff's Office verbally advised counsel for Plaintiff that Brian Casher was personally served on April 27, 2007. The Clearfield County Sheriff's Office deputized the Centre County Sheriff, which served Heather Casher with the Complaint.

On June 7, 2007, Plaintiff sent the Defendants ten day letters notifying them of its intention to file a default judgment. To date, the Clearfield County Sheriff's Office has not filed the affidavit of service, which was made on April 27, 2007. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's Office files the affidavit of service of the Complaint with the Prothonotary.

Interest accrues at the rate of \$13.12 per day on this mortgage account. Additionally, the Plaintiff continues to advance funds for real estate taxes and hazard insurance at its own expense. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

II. LEGAL ANALYSIS

Pennsylvania Rule of Civil Procedure 400(a) requires that original process within the Commonwealth be made only by the Sheriff. Pa.R.C.P. 405(a) provides as follows:

When service of the original process has been made, the sheriff or other person making service shall make a return of service forthwith. . . .

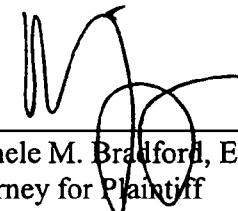
The Plaintiff does not have the ability to use a private process server to serve foreclosure complaints in Clearfield County. The Plaintiff must rely on the Sheriff to do so. In addition, the Sheriff has a duty to file his return of service "forthwith". In the instant case, the Sheriff's Office has not complied with that obligation.

Plaintiff is without an adequate remedy at law and will suffer irreparable harm unless the requested relief is granted. This Court has plenary power to administer equity according to well-settled principals of equity jurisprudence in cases under its jurisdiction. Cheval v. City of Philadelphia, 176 A. 779, 116 Pa. Super. 101 (1935). Moreover, it is well settled that Courts will lean to a liberal exercise of the equity power conferred upon them instead of encouraging technical niceties in the modes of procedure and forms of pleading. Gunnet v. Trout, 380 Pa. 504, 112 A.2d

333 (1955). This is certainly a case where the exercise of this Court's equity powers is appropriate and necessary.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the affidavit of service of the Complaint with the Prothonotary within seven days.

7/16/07
Date



Michele M. Bradford, Esquire
Attorney for Plaintiff

EXHIBIT J

FILED
10/15
APR 14 2007
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 84512

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

NO. 07-528-CD

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY
PLEASE RETURN

We hereby certify the
within to be a true and
correct copy of the
original filed of record

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

2. The name(s) and last known address(es) of the Defendant(s) are:

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 01/25/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to ABN AMRO MORTGAGE GROUP, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200201657. By Assignment of Mortgage recorded 08/26/2002 the mortgage was Assigned To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR WASHINGTON MUTUAL BANK, N.A. which Assignment is recorded in Assignment Of Mortgage Instrument No: 200213553. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$64,920.33
Interest 09/01/2006 through 04/03/2007 (Per Diem \$13.12)	\$2,820.80
Attorney's Fees	\$1,325.00
Cumulative Late Charges 01/25/2002 to 04/03/2007	\$0.00
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$69,616.13
Escrow	
Credit	\$0.00
Deficit	\$177.36
Subtotal	<u>\$177.36</u>
TOTAL	\$69,793.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$69,793.49, together with interest from 04/03/2007 at the rate of \$13.12 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP



By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

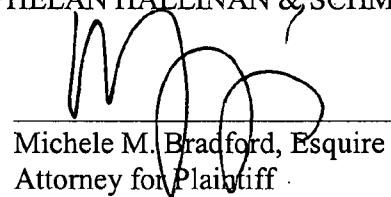
PROPERTY BEING: RR 1 BOX 307

VERIFICATION

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Motion to Direct Sheriff to file Affidavit of Service and Brief in support thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

7/16/07
Date

PHELAN HALLINAN & SCHMIEG, LLP


Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A.	:	Court of Common Pleas
3476 Stateview Boulevard	:	
Fort Mill, SC 29715	:	
Plaintiff	:	Civil Division
vs.	:	
Bryan K. Casher	:	Clearfield County
Heather M. Casher	:	
A/K/A Heather M. Bumbarger	:	
46 Dixon Lane	:	
Frenchville, PA 16836	:	No. 07-528-CD
Defendants		

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Direct Sheriff to File
Affidavit of Service and Brief in Support thereof were served upon the following interested
parties via first class mail on the date indicated below:

Chester A. Hawkins
Sheriff of Clearfield County
230 East Market Street
Clearfield, Pennsylvania 16830

Peter F. Smith, Esquire
30 S. 2nd Street,
P.O. Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

Bryan K. Casher
RR 1 Box 307
a/k/a 46 Dixon Lane
Frenchville, PA 16836

Heather M. Casher,
A/k/a Heather M. Bumbarger
RR 1 Box 307
a/k/a 46 Dixon Lane
Frenchville, PA 16836

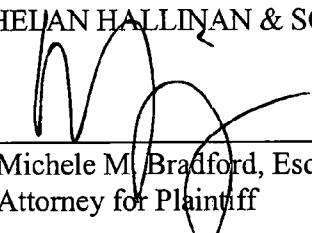
Heather M. Casher,
A/k/a Heather M. Bumbarger
1800 East Park Avenue
State College, PA 16803

Bryan K. Casher
P.O. Box 65
Mineral Spring, PA 16855

Heather M. Casher,
A/k/a Heather M. Bumbarger
P.O. Box 65
Mineral Spring, PA 16855

7/16/07
Date

PHELIAN HALLINAN & SCHMIEG, LLP


Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102652
NO: 07-528-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.

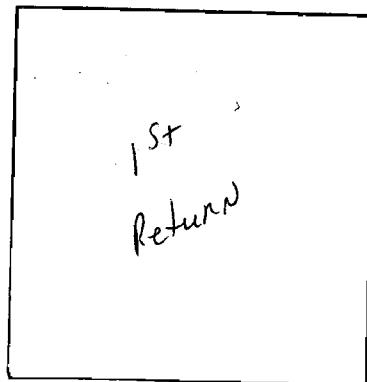
vs.

DEFENDANT: BRYAN K. CASHER, HEATHER M. CASHER aka HEATHER M. BUMBARGER

SHERIFF RETURN

NOW, April 27, 2007 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRYAN K. CASHER DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRYAN K. CASHER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /



FILED
03:15pm
JUL 26 2007
LM

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket #

102652

WASHINGTON MUTUAL BANK, F.A.

Case #

07-528-CD

vs.

BRYAN K. CASHER, HEATHER M. CASHER aka HEATHER M.
BUMBARGER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 26, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO HEATHER M. CASHER AKA HEATHER M. BUMBARGER, DEFENDANT. WORKS @ MT. NITTANY HOSP., STATE COLLEGE, PA..

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102652
NO: 07-528-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.

VS.

DEFENDANT: BRYAN K. CASHER, HEATHER M. CASHER aka HEATHER M. BUMBARGER

SHERIFF RETURN

NOW, April 27, 2007 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRYAN K. CASHER DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRYAN K. CASHER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 4 of 4 Services

Sheriff Docket # **102652**

WASHINGTON MUTUAL BANK, F.A.

Case # **07-528-CD**

vs.

BRYAN K. CASHER, HEATHER M. CASHER aka HEATHER M. BUMBARGER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 26, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO HEATHER M. CASHER AKA HEATHER M. BUMBARGER, DEFENDANT. WORKS @MT. NITTANY HOSPITAL, STATE COLLEGE, PA..

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102652
NO: 07-528-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.

vs.

DEFENDANT: BRYAN K. CASHER, HEATHER M. CASHER aka HEATHER M. BUMBARGER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	586291	40.00
SHERIFF HAWKINS	PHELAN	586291	50.52

Sworn to Before Me This

So Answers,

____ Day of _____ 2007



Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

84512

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

TERM

v.

NO. 07-528-CD
CLEARFIELD COUNTY

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

APR 04 2007

Attest.



William Schaeffer
Prothonotary/
Clerk of Courts

We hereby certify the
within to be a true and
correct copy of the
original filed of record

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

2. The name(s) and last known address(es) of the Defendant(s) are:

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 01/25/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to ABN AMRO MORTGAGE GROUP, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200201657. By Assignment of Mortgage recorded 08/26/2002 the mortgage was Assigned To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR WASHINGTON MUTUAL BANK, N.A. which Assignment is recorded in Assignment Of Mortgage Instrument No: 200213553. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$64,920.33
Interest	\$2,820.80
09/01/2006 through 04/03/2007	
(Per Diem \$13.12)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$0.00
01/25/2002 to 04/03/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$69,616.13
Escrow	
Credit	\$0.00
Deficit	\$177.36
Subtotal	<u>\$177.36</u>
TOTAL	\$69,793.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$69,793.49, together with interest from 04/03/2007 at the rate of \$13.12 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP


By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

PROPERTY BEING: RR 1 BOX 307

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 04/03/07

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

84512

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

TERM

v.

NO. 07-528-CD

BRYAN K. CASHER
HEATHER M. CASHIER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

We hereby certify the
within to be a true and
correct copy of the
original filed of record

APR 04 2007

File #: 84512

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

2. The name(s) and last known address(es) of the Defendant(s) are:

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 01/25/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to ABN AMRO MORTGAGE GROUP, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200201657. By Assignment of Mortgage recorded 08/26/2002 the mortgage was Assigned To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR WASHINGTON MUTUAL BANK, N.A. which Assignment is recorded in Assignment Of Mortgage Instrument No: 200213553. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$64,920.33
Interest	\$2,820.80
09/01/2006 through 04/03/2007	
(Per Diem \$13.12)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$0.00
01/25/2002 to 04/03/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$69,616.13
Escrow	
Credit	\$0.00
Deficit	\$177.36
Subtotal	<u>\$177.36</u>
TOTAL	\$69,793.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$69,793.49, together with interest from 04/03/2007 at the rate of \$13.12 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hall
/s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

PROPERTY BEING: RR 1 BOX 307

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 04/03/07

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849 ATTORNEY FOR PLAINTIFF
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Washington Mutual Bank, F.A.	:	Court of Common Pleas
3476 Stateview Boulevard	:	
Fort Mill, SC 29715	:	
Plaintiff	:	Civil Division
vs.	:	
	:	Clearfield County
Bryan K. Casher	:	
Heather M. Casher	:	
A/K/A Heather M. Bumbarger	:	
46 Dixon Lane	:	
Frenchville, PA 16836	:	No. 07-528-CD
Defendants		

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Court's July 18, 2007 Order was served upon the following interested parties via first class mail on the date indicated below:

Chester A. Hawkins	Peter F. Smith, Esquire
Sheriff of Clearfield County	30 S. 2 nd Street,
230 East Market Street	P.O. Box 130
Clearfield, Pennsylvania	Clearfield, PA 16830-2347
16830	(Sheriff's Solicitor)

FILED
MHA:5761
NO CC
JUL 30 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

Bryan K. Casher
RR 1 Box 307
a/k/a 46 Dixon Lane
Frenchville, PA 16836

Bryan K. Casher
P.O. Box 65
Mineral Spring, PA 16855

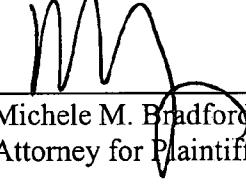
Heather M. Casher,
A/k/a Heather M. Bumbarger
RR 1 Box 307
a/k/a 46 Dixon Lane
Frenchville, PA 16836

Heather M. Casher,
A/k/a Heather M.
Bumbarger
P.O. Box 65
Mineral Spring, PA 16855

Heather M. Casher,
A/k/a Heather M.
Bumbarger
1800 East Park Avenue
State College, PA 16803

7/27/07
Date

PHELAN HALLINAN & SCHMIEG, LLP


Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102749
NO: 07-528-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.

VS.

DEFENDANT: BRYAN K. CASHER and HEATHER M. CASHER aka HEATHER M. BUMBARGER

SHERIFF RETURN

NOW, May 03, 2007, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HEATHER M. CASHER aka HEATHER M. BUMBARGER.

NOW, May 10, 2007 AT 2:13 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HEATHER M. CASHER aka HEATHER M. BUMBARGER, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

07-46701
AUG 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102749
NO: 07-528-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.

vs.

DEFENDANT: BRYAN K. CASHER and HEATHER M. CASHER aka HEATHER M. BUMBARGER

SHERIFF RETURN

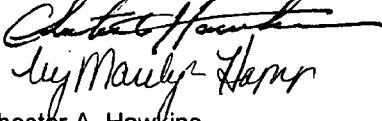
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	593413	10.00
SHERIFF HAWKINS	PHELAN	593413	21.00
CENTRE CO.	PHELAN	593411	35.50

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE CENTRE COUNTY

PHELAN HALLINAN & SCHMI

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102749

TERM & NO. 07-528-CD

WASHINGTON MUTUAL BANK, F.A. COMPLAINT IN MORTGAGE FORECLOSURE

VS.

BRYAN K. CASHER and HATHER M. CASHER aka HEATHER M. BUMBARGER

SERVE BY: 05/31/07

HEARING:

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.

SERVE: HEATHER M. CASHER aka HEATHER M. BUMBARGER

ADDRESS: WK: MT. NITTANY MED. CTR., 1800 E. PARK AVE., STATE COLLEGE, PA 16803

Know all men by these presents; that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 03, 2007.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

**SHERIFF'S RETURN OF SERVICE
CENTRE COUNTY**

Plaintiff(s)
WASHINGTON MUTUAL BANK, F.A.

NUMBER 07-528-CD

SHERIFF'S NUMBER

Defendant(s)
BRYAN K. CASHER
HEATHER M. CASHER

COST **MILEAGE**

DISTRICT

Serve At
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
MT. NITTANY MEDICAL CENTER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803

Summons xx Complaint
 Other

TYPE OF ACTION
Mortgage Foreclosure

Special Instructions

TO BE COMPLETED BY SHERIFF

Served and made known to _____, Defendant, on the _____ day of _____, 20____, at
o'clock, __.m., at _____, County of _____, Commonwealth of Pennsylvania, in the manner described
below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s).
- Relationship is _____.
- Adult in charge of Defendant's residence who refused to give name or relationship.
- Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- Agent or person in charge of Defendant's office or usual place of business.
- _____ and officer of said Defendant company.
- Other: _____

SHERIFF
By: _____, Deputy Sheriff

On the _____ day of _____, 20____, at _____ o'clock, __.m., Defendant not found because:
 Moved Unknown No Answer Vacant Other

SHERIFF
By: _____, Deputy Sheriff

DEPUTIZED SERVICE

Now, this _____ day of _____, 20____, I, Sheriff of _____ County, Pennsylvania do hereby deputize the Sheriff of
County to serve this Complaint and make return thereof and according to law.

SHERIFF
By: _____, Deputy Sheriff.

ATTORNEY FOR PLAINTIFF:

Name Francis S. Hallinan, Esquire

Id. No. 62695

Address One Penn Center Plaza Suite 1400
Philadelphia, PA 19103

**TO BE COMPLETED BY
PROTHONOTARY**

ATTEST _____

Pro Prothy _____

Date _____

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG
Identification No. 62205
One Penn Center at Suburban Station - Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

FILED Atty pd. 20.00
16.54/01
AUG 22 2007
to Defs.

William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
68

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715
Plaintiff,

v.

BRYAN K. CASHER
RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

HEATHER M. CASHIER
A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803
Defendant(s).

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

: CIVIL DIVISION

: NO. 07-528-CD

PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against BRYAN K. CASHIER and
HEATHER M. CASHIER A/K/A HEATHER M. BUMBARGER, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

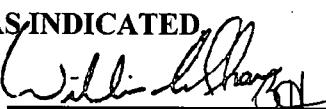
As set forth in the Complaint	\$ 69,793.49
Interest - 4/4/07-8/20/07	\$ 1,823.68
TOTAL	<u>\$ 71,617.17</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 8/22/07


PRO PROTHY

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.

Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

: CLEARFIELD COUNTY

: NO. 07-528-CD

Defendants

FILE COPY

TO: HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803

DATE OF NOTICE: JUNE 7, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

WASHINGTON MUTUAL BANK, F.A.
Plaintiff

Vs.

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-528-CD

FILE COPY

TO: HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER
P.O. BOX 65
MINERAL SPRING, PA 16855

DATE OF NOTICE: JUNE 7, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHÉLAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A. : COURT OF COMMON PLEAS
Plaintiff : CIVIL DIVISION
Vs. : CLEARFIELD COUNTY
BRYAN K. CASHER : NO. 07-528-CD
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
Defendants

TO: HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER
RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

DATE OF NOTICE: JUNE 7, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

: CLEARFIELD COUNTY

Defendants

: NO. 07-528-CD

FILE COPY

TO: BRYAN K. CASHER
P.O. BOX 65
MINERAL SPRING, PA 16855

DATE OF NOTICE: JUNE 7, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.

Plaintiff

Vs.

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-528-CD

TO: BRYAN K. CASHER
RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

DATE OF NOTICE: JUNE 7, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

ATTORNEY FOR PLAINTIFF

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

WASHINGTON MUTUAL BANK, F.A.

3476 STATEVIEW BOULEVARD

FORT MILL, SC 29715

Plaintiff,

v.

BRYAN K. CASHER

RR 1 BOX 307 A/K/A 46 DIXON LANE

FRENCHVILLE, PA 16836

HEATHER M. CASHER

A/K/A HEATHER M. BUMBARGER

1800 EAST PARK AVENUE

STATE COLLEGE, PA 16803

Defendant(s).

VERIFICATION OF NON-MILITARY SERVICE

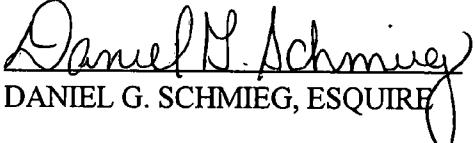
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant BRYAN K. CASHER is over 18 years of age and resides at RR 1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836 .

(c) that defendant HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER is over 18 years of age, and resides at 1800 EAST PARK AVENUE, STATE COLLEGE, PA 16803.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEG, ESQUIRE

(Rule of Civil Procedure No. 236 - Revised

IN THE COURT OF COMMON PLEAS
CLEARFIELD PENNSYLVANIA

COPY

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

Plaintiff,

: CIVIL DIVISION

v.

: NO. 07-528-CD

BRYAN K. CASHER
RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

:

HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803

:

Defendant(s).

Notice is given that a Judgment in the above captioned matter has been entered against you
on August 22, 2007.

BY Willie L. Shan DEPUTY

BD

If you have any questions concerning this matter, please contact:

Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

This firm is a debt collector attempting to collect a debt. Any information we obtain will be used for that purpose. If you have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

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

COPY

Washington Mutual Bank, F.A.
Plaintiff(s)

No.: 2007-00528-CD

Real Debt: \$71,617.17

Atty's Comm: \$

Vs.

Costs: \$

Bryan K. Casher
Heather M. Casher a/k/a Heather M. Bumbarger
Defendant(s)

Int. From: \$

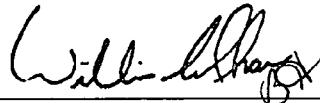
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: August 22, 2007

Expires: August 22, 2012

Certified from the record this 22nd day of August, 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. 3180-3183

WASHINGTON MUTUAL BANK, F.A.

vs.

BRYAN K. CASHER

HEATHER M. CASHER
A/K/A HEATHER M. BLUMBARGER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-528-CD Term 2005...

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due	\$71,617.17
------------	-------------

Interest from AUGUST 20, 2007 to Sale Per diem \$11.77	\$ _____
---	----------

Add'l Costs	\$4,285.50
-------------	------------

Prothonotary costs 132.00

Daniel H. Schmieg
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

84512

FILED Atty pd. 20.00
M/3/02/07
AUG 29 2007 1CC & Lewits w/
Prop. desc. to Shff
William A. Shaw
Prothonotary/Clerk of Courts
(68)

No. 07-528-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A.

vs.
BRYAN K. CASHER
HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Daniel J. Schmitz

Attorney for Plaintiff(s)

Address: BRYAN K. CASHER
RR 1 BOX 307
A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

TITLE TO SAID PREMISES IS VESTED IN Bryan K. Casher and Heather M. Casher, husband and wife, by Deed from Richard D. Baney, a single individual, dated 10/25/2001, recorded 10/31/2001, in Deed Mortgage Inst# 200117488.

Premises being: RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff,
v.

BRYAN K. CASHER
RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803

:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

: CIVIL DIVISION

: NO. 07-528-CD

Defendant(s).

AFFIDAVIT PURSUANT TO RULE 3129

(Affidavit No.1)

WASHINGTON MUTUAL BANK, F.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at RR 1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

BRYAN K. CASHER	RR 1 BOX 307 A/K/A 46 DIXON LANE FRENCHVILLE, PA 16836
-----------------	---

HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER	1800 EAST PARK AVENUE STATE COLLEGE, PA 16803
---	--

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

Same as Above

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

AUGUST 20, 2007

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, F.A. :
3476 STATEVIEW BOULEVARD :
FORT MILL, SC 29715 :
Plaintiff, :
v. :
CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION
NO. 07-528-CD
BRYAN K. CASHER :
RR 1 BOX 307 A/K/A 46 DIXON LANE :
FRENCHVILLE, PA 16836 :
HEATHER M. CASHER :
A/K/A HEATHER M. BUMBARGER :
1800 EAST PARK AVENUE :
STATE COLLEGE, PA 16803 :
Defendant(s).

AFFIDAVIT PURSUANT TO RULE 3129

WASHINGTON MUTUAL BANK, F.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **RR 1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836**.

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**CLEARFIELD BANK
AND TRUST CO.** **PO BOX 171
CLEARFIELD, PA 16830**

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

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:

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

TENANT/OCCUPANT **RR 1 BOX 307**
FRENCHVILLE, PA 16836

**DOMESTIC RELATIONS
CLEARFIELD COUNTY** **CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830**

**COMMONWEALTH OF
PENNSYLVANIA**

**DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105**

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

AUGUST 20, 2007
Date

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

PHEL'AN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG
Identification No. 62205
Suite 1400
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715**

• • •
**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

Plaintiff,

v.

**BRYAN K. CASHER
RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836**

1 : **CLEARFIELD COUNTY**
2 : **COURT OF COMMON PLEAS**
3 :
4 : **CIVIL DIVISION**
5 :
6 : **NO. 07-528-CD**

**HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803**

• 11

Defendant(s).

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- () an FHA Mortgage
- () non-owner occupied
- () vacant
- (X) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. sec.4904 relating to unsworn falsification to authorities.

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

COPY

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

WASHINGTON MUTUAL BANK, F.A.

vs.

BRYAN K. CASHER

HEATHER M. CASHER
A/K/A HEATHER M. BLUMBARGER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 07-528-CD Term 20 Q5

No. Term 20

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: RR 1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836
(See Legal Description attached)

Amount Due	\$71,617.17
Interest from AUGUST 20, 2007 to Sale per diem \$11.77	\$-----
Total	\$-----
Add'l Costs	\$4,285.50
	132.00 Prothonotary costs

W.H. Johnson
(Clerk) Office of the Prothonotary, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 8/29/07
(SEAL)

No. 07-528-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A.

vs.

BRYAN K. CASHER
HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$71,617.17

Int. from AUGUST 20, 2007
To Date of Sale (\$11.77 per diem)

Costs

Prothy Pd. 130.00

Sheriff

Daniel M. Achman
Daniel M. Achman
Attorney for Plaintiff(s)

Address: BRYAN K. CASHER
RR 1 BOX 307
A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

TITLE TO SAID PREMISES IS VESTED IN Bryan K. Casher and Heather M. Casher, husband and wife, by Deed from Richard D. Baney, a single individual, dated 10/25/2001, recorded 10/31/2001, in Deed Mortgage Inst# 200117488.

Premises being: RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

11
FILED NO C
M 11/04/07
OCT 15 2007
GR

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Bryan K. Casher

: No. 07-528-CD

Heather M. Casher

A/K/A Heather M. Bumbarger

Defendants

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on April 4, 2007, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on August 22, 2007 in the amount of \$71,617.17. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on December 7, 2007. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

5. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants have been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$64,920.33
Interest Through 12/07/07	6,013.49
Per Diem \$12.89	
Late Charges	0.00
Legal fees	2,075.00
Cost of Suit and Title	1,724.50
Sheriff's Sale Costs	0.00
Property Inspections	55.75
Appraisal/Brokers Price Opinion	0.00
Mortgage Insurance Premium/Private	80.37
Mortgage Insurance	
NSF (Non-Sufficient Funds charge)	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>1,982.24</u>
 TOTAL	 \$76,851.68

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as is addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

Date: 10/11/07

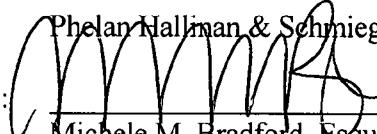
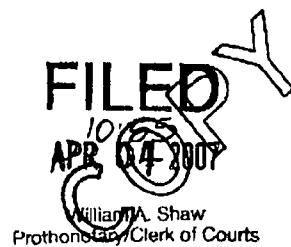
By: 
Phelan Hallinan & Schmieg, LLP
Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit “A”



PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 84512

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

TERM

v.

NO. 07-528-CD

CLEARFIELD COUNTY

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY
PLEASE RETURN

File #: 84512

We hereby certify the
within to be a true and
correct copy of the
original filed of record

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service: Pennsylvania Lawyer Referral Service Pennsylvania Bar Association 100 South Street PO Box 186 Harrisburg, PA 17108 800-692-7375	Notice to Defend: David S. Meholick, Court Administrator Clearfield County Courthouse 2 nd and Market Streets Clearfield, PA 16830 814-765-2641 x 5982
---	---

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

2. The name(s) and last known address(es) of the Defendant(s) are:

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 DIXON LANE
FRENCHVILLE, PA 16836

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 01/25/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to ABN AMRO MORTGAGE GROUP, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200201657. By Assignment of Mortgage recorded 08/26/2002 the mortgage was Assigned To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR WASHINGTON MUTUAL BANK, N.A. which Assignment is recorded in Assignment Of Mortgage Instrument No: 200213553. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$64,920.33
Interest 09/01/2006 through 04/03/2007 (Per Diem \$13.12)	\$2,820.80
Attorney's Fees	\$1,325.00
Cumulative Late Charges 01/25/2002 to 04/03/2007	\$0.00
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$69,616.13
Escrow	
Credit	\$0.00
Deficit	\$177.36
Subtotal	<u>\$177.36</u>
TOTAL	\$69,793.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$69,793.49, together with interest from 04/03/2007 at the rate of \$13.12 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: *Francis S. Hall*
/s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

PROPERTY BEING: RR 1 BOX 307

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 04/03/07

Exhibit “B”

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG
Identification No. 62205
One Penn Center at Suburban Station - Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

FILED
COPY
AUG 22 2007
William A. Shaw
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, F.A. :
3476 STATEVIEW BOULEVARD :
FORT MILL, SC 29715 :
Plaintiff, :
v. :
CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION
NO. 07-528-CD
BRYAN K. CASHER :
RR 1 BOX 307 A/K/A 46 DIXON LANE :
FRENCHVILLE, PA 16836 :
HEATHER M. CASHER :
A/K/A HEATHER M. BUMBARGER :
1800 EAST PARK AVENUE :
STATE COLLEGE, PA 16803 :
Defendant(s).

PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against BRYAN K. CASHER and HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 69,793.49
Interest - 4/4/07-8/20/07	\$ 1,823.68
TOTAL	\$ 71,617.17

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

ATTORNEY FILE COPY
PLEASE RETURN

Daniel G. Schmiege
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

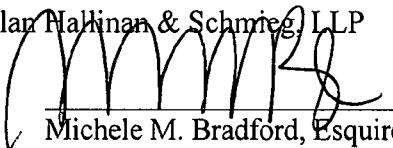
DATE: 8/22/07

COPY
PRO PROTHY

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 10/11/07

Phelan Hallinan & Schmieg, LLP
By: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED
OCT 15 2007
M 11:04 PM
cc

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A.
Plaintiff

: Court of Common Pleas

vs.

: Civil Division
: Clearfield County

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
Defendants

: No. 07-528-CD

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
RR 1 Box 307
A/K/A 46 Dixon Lane
Frenchville, PA 16836

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
46 Dixon Lane
Frenchville, PA 16836

Heather M. Casher
A/K/A Heather M. Bumbarger
P.O. Box 65
Mineral Springs, PA 16856

Heather M. Casher
A/K/A Heather M. Bumbarger
1800 East Park Avenue
State College, PA 16803

DATE: 10/11/07

Phelan Hallinan & Schmieg, LLP
By: Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PLAINTIFF
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR

WASHINGTON MUTUAL BANK, FA
Plaintiff

COURT OF COMMON PLEAS

VS.

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
Defendants

CLEARFIELD COUNTY
No. 07-528-CD

PRAECIPE TO FILE AFFIDAVIT OF SERVICE

FILED
NOV 4 2007
OCT 29 2007
2007
CC

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

Kindly file the attached Affidavits of Service with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: John Schmiege
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: October 25, 2007

PAW.
PHS # 84512

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Washington Mutual Bank, F.A. : Court of Common Pleas
Plaintiff : Civil Division
vs. : Clearfield County
Bryan K. Casher : No. 07-528-CD
Heather M. Casher
A/K/A Heather M. Bumbarger
Defendants

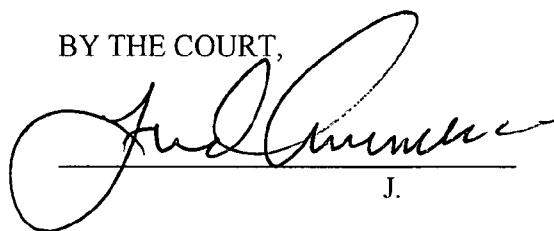
RULE

AND NOW, this 16th day of October 2007, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 15th day of November 2007, at 11:00 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

Ct. Room #1.

BY THE COURT,



J.

FILED
OCT 16 2007
Atty Bradford
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

84512

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Washington Mutual Bank, F.A.
Plaintiff

vs.

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
Defendants

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas
: Civil Division

: Clearfield County
: No. 07-528-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's October 16, 2007 Rule directing the Defendants to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
RR 1 Box 307
A/K/A 46 Dixon Lane
Frenchville, PA 16836

Heather M. Casher
A/K/A Heather M. Bumbarger
P.O. Box 65
Mineral Springs, PA 16856

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
46 Dixon Lane
Frenchville, PA 16836

Heather M. Casher
A/K/A Heather M. Bumbarger
1800 East Park Avenue
State College, PA 16803

FILED
OCT 24 2007
WCC
JAN

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/22/07

Pheilan Hallinan & Schmieg, LLP
By Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PLAINTIFF
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR

WASHINGTON MUTUAL BANK, FA
Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

... : CLEARFIELD COUNTY

: No. 07-528-CD

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
Defendants

•
•
•
•
•

PRAECLICE TO FILE AFFIDAVIT OF SERVICE

FILED
M 10 4 1 601
OCT 29 2003
NO CC

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

Kindly file the attached Affidavits of Service with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: 
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: October 25, 2007

PAW.
PHS # 84512

ORIGINAL

FILED *2cc*
013-3204-44
NOV 15 2007 *Hallinan*
(6)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank, F.A. : Court of Common Pleas
Plaintiff : Civil Division
vs. : Clearfield County
Bryan K. Casher : No. 07-528-CD
Heather M. Casher
A/K/A Heather M. Bumbarger
Defendants

ORDER

AND NOW, this 15 day of November 2007 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

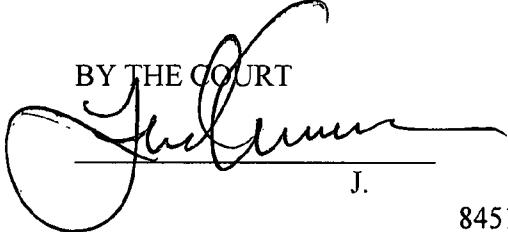
Principal Balance	\$64,920.33
Interest Through 12/07/07	6,013.49
Per Diem \$12.89	
Late Charges	0.00
Legal fees	2,075.00
Cost of Suit and Title	1,724.50
Sheriff's Sale Costs	0.00
Property Inspections	55.75
Appraisal/Brokers Price Opinion	0.00
Mortgage Insurance Premium/Private	80.37
Mortgage Insurance	
NSF (Non-Sufficient Funds charge)	0.00

Suspense/Misc. Credits	0.00
Escrow Deficit	<u>1,982.24</u>

TOTAL	\$76,851.68
--------------	--------------------

Plus interest from 12/07/07 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

J.
84512

FILED *nocc*
m112:5087
NOV 26 2007
jm

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, F.A.
Plaintiff

: Court of Common Pleas
: Civil Division

vs.
Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
Defendants

: Clearfield County
: No. 07-528-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the November 15, 2007 Order was sent to the following individuals on the date indicated below.

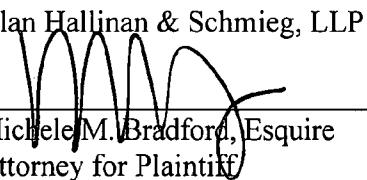
Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
RR 1 Box 307
A/K/A 46 Dixon Lane
Frenchville, PA 16836

Bryan K. Casher
Heather M. Casher
A/K/A Heather M. Bumbarger
46 Dixon Lane
Frenchville, PA 16836

Heather M. Casher
A/K/A Heather M. Bumbarger
P.O. Box 65
Mineral Springs, PA 16856

Heather M. Casher
A/K/A Heather M. Bumbarger
1800 East Park Avenue
State College, PA 16803

DATE: 11/21/07

Phelan Hallinan & Schmieg, LLP
By 
Michele M. Bradford, Esquire
Attorney for Plaintiff

VA
PHELAN HALLINAN & SCHMIEG, L.L.P.
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION
PHILADELPHIA, PA 19103
(215) 563-7000

WASHINGTON MUTUAL BANK, FA

v.

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION
PHS#: 84512

NO. 07-528-CD

CLEARFIELD County

PRAECIPE TO WITHDRAW MOTION FOR SERVICE OF NOTICE OF SALE
PURSUANT TO SPECIAL ORDER OF COURT
WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly withdraw the Motion for Service of Notice of Sale Pursuant to Special Order of Court which was entered on NOVEMBER 15, 2007 without prejudice.



Daniel G. Schmieg, Esquire

November 30, 2007

FILED NO CC
M 10/16/07
DEC 03 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

SALE DATE: DECEMBER 7, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

WASHINGTON MUTUAL BANK, F.A.

No.: 07-528-CD

vs.

**BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER**

**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at:

RR 1 BOX 307, FRENCHVILLE, PA 16836.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Amended Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Date: October 30, 2007

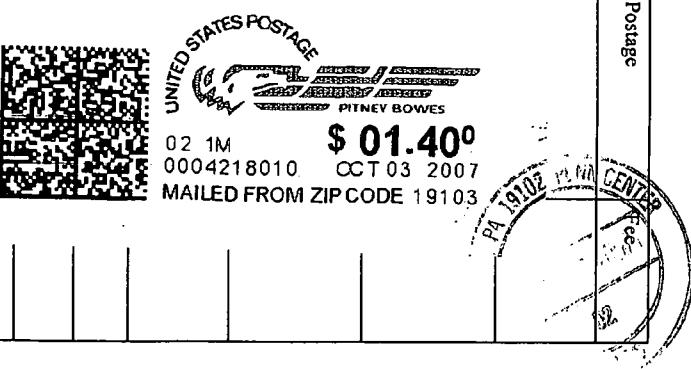
84512

FILED
M 10:56 AM NOV 02 2007
NOV 02 2007
IS
William A. Shaw
Prothonotary/Clerk of Courts

Name and
Address
of Sender

CQS
PHELAN HALLINAN & SCHMIEG
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
1		TENANT/OCCUPANT RR 1 BOX 307 A/K/A 46 DIXON LANE FRENCHVILLE, PA 16836	
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830	
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105	
4		CLEARFIELD BANK AND TRUST CO. PO BOX 171 CLEARFIELD, PA 16830	
5			
6			
7			
8			
9			
10			
11			
12		Re: BRYAN K. CASHER 84512 TEAM 4/LLD	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)
<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.</p>			



FILED ^{1CC}
02/07/07 Atty GK
NOV 15 2007 Schmieg
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, FA

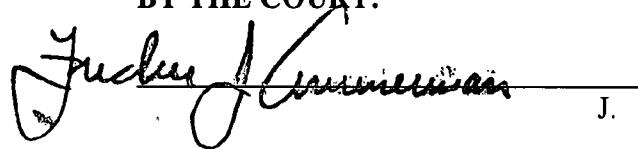
Plaintiff : CIVIL DIVISION
v. :
: NO. 07-528-CD
BRYAN K. CASHER :
HEATHER M. CASHER :
A/K/A HEATHER M. BUMBARGER :
Defendants :
:

ORDER

AND NOW, this 14th day of November, 2006, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby ORDERED that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendant, **BRYAN K. CASHER**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to RR1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:



J. K. Kumerow

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

BRYAN K. CASHER
HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER
RR1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA

v.

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

Plaintiff : **CLEARFIELD COUNTY**
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 07-528-CD

Defendants

FILED

NOV 09 2007

Mr. 12-30-07
William A. Shaw
Prothonotary/Clerk of Courts
l cenc to Attn

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for an Order directing service of the Notice of Sale upon the above-captioned Defendant, **BRYAN K. CASHER**, by certified mail and regular mail to RR1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836, and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **DECEMBER 7, 2007**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.

3. Attempts to serve Defendant with the Notice of Sale have been unsuccessful, as indicated by the Return of Service attached hereto as Exhibit "A".
4. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to RR1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA	:	
		CLEARFIELD COUNTY
		COURT OF COMMON PLEAS
v.	:	
		CIVIL DIVISION
BRYAN K. CASHER	:	
HEATHER M. CASHER	:	NO. 07-528-CD
A/K/A HEATHER M. BUMBARGER	:	
	:	
	:	
Defendants	:	
	:	
	:	

PLAINTIFF'S MEMORANDUM OF LAW

Pursuant to Pennsylvania Rule of Civil Procedure, Rule 3129.2, it is necessary in a foreclosure action for the Sheriff or Process Server to serve upon the Defendant Notice of the Sale of the mortgaged premises. Specifically, Pa.R.C.P., Rule 3129.2 (c) provides in applicable part as follows:

The written notice shall be prepared by the plaintiff, shall contain the same information as the handbills or may consist of the handbill and shall be served at least thirty days before the sale on all persons whose names and addresses are set forth in the affidavit required by Rule 3129.1.

- (1) Service of the Notice shall be made:
 - (i) upon a defendant...
 - (A) by the sheriff or by a competent adult in the manner prescribed by Rule 402 (a) for the service of original process upon a defendant, or
 - (B) by the plaintiff mailing a copy of the manner prescribed by Rule 403 to the addresses set forth in the affidavit; or

(C) if service cannot be made as provided in the subparagraph (A) or (B), the notice shall be served pursuant to special order of court as prescribed by Rule 430, except that if original process was served pursuant to a special order of court under Rule 430 upon the defendant in the judgment, the notice may be served upon that defendant in the manner provided by the order for service of original process without further application to the court.

Because the whereabouts of Defendant, BRYAN K. CASHER, are unknown, a reasonable investigation of their last known address was made in accordance with Pa.R.C.P. 430(a).

Pennsylvania Rule of Civil Procedure, Rule 430 (a) provides as follows:

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

Note: A Sheriff's Return or Affidavit of Service of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa.Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records and motor vehicle records.

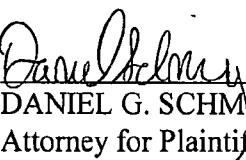
As indicated by the attached Affidavit of Return of Service, marked hereto as Exhibit "A", the Process Server has been unable to serve the Notice of Sale.

A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to RR1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836.

Respectfully submitted,

PHELAN HALLINAN & SCHMIEG, LLP

By: 
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**FULL SPECTRUM LEGAL SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 84512
Attorney Firm: Phelan, Hallinan & Schmieg, LLP
Subject: Bryan K. Casher & Heather M. Casher

Property Address: RR 1 Box 307, AKA 46 Dixon Lane, Frenchville, PA 16836
Possible Mailing Address: (Heather M. Casher) 30712 Frenchville Karthaus Highway, Frenchville, PA 16836
(Bryan K. Casher) 46 Dixon Lane, Frenchville, PA 16836

I, Brendan Booth, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Bryan K. Casher - xxx-xx-7088

Heather M. Casher - xxx-xx-0705

B. EMPLOYMENT SEARCH

Bryan K. Casher & Heather M. Casher - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Bryan K. Casher reside(s) at: RR 1 Box 307, Frenchville, PA 16836 & Heather M. Casher reside(s) at: 46 Dixon Lane, Frenchville, PA 16836.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that Heather M. Casher reside(s) at: 30712 Frenchville Karthaus Highway, Frenchville, PA 16836, however had no listing for Bryan K. Casher. On 10-31-07 our office made a telephone call to the subject's phone number (814) 263-4268 and received the following information: disconnected.

B. On 10-31-07 our office contacted directory assistance, which had no phone number for Bryan K. Casher.

III. INQUIRY OF NEIGHBORS

On 10-31-07 our office made several phone calls in an attempt to contact Clearfield County Exterminating (814) 263-4686, RR 1, Frenchville, PA 16836: answering machine.

On 10-31-07 our office made several phone calls in an attempt to contact Covington Township Garage (814) 263-4970, RR 1, Frenchville, PA 16836: no answer.

On 10-31-07 our office made several phone calls in an attempt to contact Coles Septic Tank Cleaning (814) 263-4488, RR 1 Box 337, Frenchville, PA 16836: no answer.

On 10-31-07 our office made a phone call in an attempt to contact Jacqueline M. Anderson (814) 263-4915, 30124 Frenchville Karthaus Highway, Frenchville, PA 16836: disconnected.

On 10-31-07 our office made several phone calls in an attempt to contact K. Connie (814) 263-4876, 30712 Frenchville Karthaus Highway, Frenchville, PA 16836: answering machine.

On 10-31-07 our office made several phone calls in an attempt to contact Timothy B. English (814) 263-4623, 30712 Frenchville Karthaus Highway, Frenchville, PA 16836: no answer.

Using our white pages database our office was unable to locate any neighbors for 46 Dixon Lane, Frenchville, PA 16836.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 10-31-07 we reviewed the National Address database and found the following information: Bryan K. Casher & Heather M. Casher - 46 Dixon Lane, Frenchville, PA 16836.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: (Heather M. Casher) 30712 Frenchville Karthaus Highway, Frenchville, PA 16836 & (Bryan K. Casher) 46 Dixon Lane, Frenchville, PA 16836.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Bryan K. Casher & Heather M. Casher.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 10-31-07 Vital Records and all public databases have no death record on file for Bryan K. Casher & Heather M. Casher.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Bryan K. Casher & Heather M. Casher residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Bryan K. Casher - 02-24-1972

Heather M. Casher - 01-20-1977

B. A.K.A.

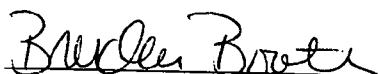
Heather M. Bumbarger

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

* Please be advised our database information indicates the subject resides at the current address.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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



AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 31st day of October, 2007.

The above information is obtained from available public records
and we are only liable for the cost of the affidavit.

COMMONWEALTH OF PENNSYLVANIA

IND

NOTARIAL SEAL

RYAN P. GALVIN Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 21, 2008



AFFIDAVIT OF SERVICE

PLAINTIFF **WASHINGTON MUTUAL BANK, F.A.** CLEARFIELD County
DEFENDANT(S) **BRYAN K. CASHER** No. 07-528-CD
HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER Our File #: 84512

Please serve upon: **BRYAN K. CASHER** Type of Action
SERVE AT: **RR 1 BOX 307 A/K/A 46 DIXON LANE** - Notice of Sheriff's Sale
FRENCHVILLE, PA 16836 Sale Date: 12/7/07

SERVED

Served and made known to _____, Defendant, on the _____ day of _____, 200____, at _____, o'clock _____.m., at _____

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.
 Adult family member with whom Defendant(s) reside(s). Relationship is _____.
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s)'s office or usual place of business.
 _____ an officer of said Defendant(s)'s company.
 Other: _____

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other

I, _____, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this _____ day
of _____, 200____. *10-8-07*

Notary: By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

On the 21st day of OCTOBER, 2007, at 7:20 o'clock P.m., Defendant NOT FOUND because:

Moved _____ Unknown _____ No Answer _____ Vacant
1st attempt Date: 10/20/07 Time: 11:15 AM, 2nd attempt Date: 10/21/07, Time: 7:20 pm, 3rd
attempt Date: _____ Time: _____
Other: Neighbor - Hope Irwin stated Bryan Casher moved 2 yrs ago

Sworn to and subscribed
before me this 22nd day
of OCTOBER, 2007.

D. M. Ellis

Notary:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Marilyn A. Campbell
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Marilyn A. Campbell, Notary Public
City of Altoona, Blair County
My Commission Expires Oct. 28, 2007

Member, Pennsylvania Association of Notaries

VERIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to take the verification and that the statements made in the foregoing Motion for Service of Notice of Sale pursuant to Special Order of Court are true and correct to the best of his knowledge, information and belief.

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

Date: November 8, 2007



DANIEL G. SCHMIEG, ESQUIRE

**PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000**

Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA

Plaintiff : CLEARFIELD COUNTY
COURT OF COMMON PLEAS

V.

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Service of Notice of Sale Pursuant to Special Order of Court, Proposed Order, Memorandum of Law, Certification of Service and Verification in the above captioned matter was sent by first class mail, postage prepaid to the following interested parties on the date indicated below.

**BRYAN K. CASHER
HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER
RR1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836**

Daniel Schmie
Daniel G. Schmie, Esquire
Attorney for Plaintiff

Date: November 8, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20654
NO: 07-528-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.

vs.

DEFENDANT: BRYAN K. CASHER AND HEATHER M. CASHER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 8/30/2007

LEVY TAKEN 10/8/2007 @ 8:45 AM

POSTED 10/8/2007 @ 8:45 AM

SALE HELD 1/4/2008

SOLD TO FEDERAL HOME LOAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/14/2008

DATE DEED FILED 2/14/2008

PROPERTY ADDRESS RR 1, BOX 307 A/K/A 46 DIXON LANE FRENCHVILLE, PA 16836 , PA

FILED
02/14/2008
FEB 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

11/9/2007 @ 3:54 PM SERVED BRYAN K. CASHER

SERVED BRYAN CASHER, DEFENDANT, AT THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, SUTIE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRYAN K. CASHER

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.

11/27/2007 @ SERVED HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER

CENTRE COUNTY SERVED HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER, DEFENDANT, AT 1800 EAST PARK AVENUE, STATE COLLEGE, PENNSYLVANIA BY HANDING TO PERSON IN CHARGE

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.

11/20/2007 @ 10:30 AM SERVED HEATHER M. CASHER

SERVED HEATHER M. CASHER, DEFENDANT, AT HER RESIDENCE 388 THOMPSON ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RONALD BUMBARGER, BROTHER OF DEFENDANT/ADULT AT RESIDENCE.

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

@ SERVED

NOW, NOVEMBER 14, 2007, DEPUTIZED CENTRE COUNTY TO SERVE HEATHER M. CASHER AT 1800 EAST PARK AVENUE, STATE COLLEGE, PENNSYLVANIA.

@ SERVED

NOW, NOVEMBER 29, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 7, 2007 TO JANUARY 4, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20654
NO: 07-528-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.

vs.

DEFENDANT: BRYAN K. CASHER AND HEATHER M. CASHER

Execution REAL ESTATE

SHERIFF RETURN

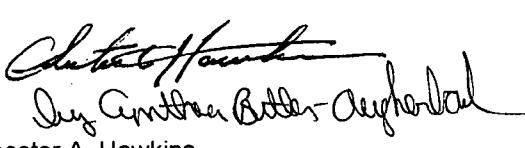
SHERIFF HAWKINS \$287.56

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

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

WASHINGTON MUTUAL BANK, F.A.

vs.

BRYAN K. CASHER

HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 07-528-CD Term 20 05

No. Term 20

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

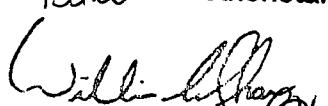
County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: RR 1 BOX 307 A/K/A 46 DIXON LANE, FRENCHVILLE, PA 16836
(See Legal Description attached)

Amount Due	\$71,617.17
Interest from AUGUST 20, 2007 to Sale per diem \$11.77	\$-----
Total	\$-----
Add'l Costs	\$4,285.50 132.00 Prothonotary costs


(Clerk) Office of the Prothonotary, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 8/29/07
(SEAL)

84512

Received this writ this 30th day
of AUGUST A.D. 2007
At 11:30 A.M./P.M.

Charles A. Henklein
Sheriff by Cynthia Bitter-Augenday

No. 07-528-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A.

vs.

BRYAN K. CASHER
HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER

W~~RE~~IT OF EXECUTION
(Mortgage Foreclosure)

Costs	
Real Debt	\$71,617.17
Int. from AUGUST 20, 2007	
To Date of Sale (\$11.77 per diem)	
Costs	
Prothy Pd.	<u>132.00</u>

Sheriff Daniel M. Schminke
Attorney for Plaintiff(s)

Address: BRYAN K. CASHER
RR 1 BOX 307
A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
1800 EAST PARK AVENUE
STATE COLLEGE, PA 16803

LEGAL DESCRIPTION

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

BEING the same premises conveyed to the Mortgagors herein by Deed dated October 25, 2001 and recorded to Instrument No. 200117488 at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

TITLE TO SAID PREMISES IS VESTED IN Bryan K. Casher and Heather M. Casher, husband and wife, by Deed from Richard D. Baney, a single individual, dated 10/25/2001, recorded 10/31/2001, in Deed Mortgage Inst# 200117488.

Premises being: RR 1 BOX 307 A/K/A 46 DIXON LANE
FRENCHVILLE, PA 16836

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BRYAN K. CASHER

NO. 07-528-CD

NOW, February 14, 2008, 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 January 04, 2008, I exposed the within described real estate of Bryan K. Casher And Heather M. Casher to public venue or outcry at which time and place I sold the same to FEDERAL HOME LOAN MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	20.37
LEVY	15.00
MILEAGE	15.52
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.15
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	15.52
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$287.56

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,920.33
INTEREST @ 12.8900 %	360.92
FROM 12/07/2007 TO 01/04/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	2,075.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	1,982.24
INTEREST	6,013.49
MISCELLANEOUS	1,860.62
TOTAL DEBT AND INTEREST	\$77,252.60

COSTS:

ADVERTISING	444.58
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	287.56
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,218.14

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

SHERIFF'S OFFICE

CENTRE COUNTY

PHELAN HALLINAN & SCHMI

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant; please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) Washington Mutual Bank F. A.	2. Case Number 07-528-CD
3. Defendant(s) Bryan K and Heather M Casher a/k/a Heather M Bumbarger	4. Type of Writ or Complaint: out of county exec. 500088

SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold. Heather M Casher
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 1800 E Park Ave., State College, PA 16803

7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This depose being made at the request and risk of the plaintiff. Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator PHELAN HALLINAN & SCHMIEG, LLP ONE PENN CENTER SUITE 1400 1617 JFK BLVD., STE. 1400 PHILADELPHIA, PA. 19103	10. Telephone Number (215) 583-7000	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge (seal of the writ or complaint as indicated above)	SIGNATURE of Authorized CCSO Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to <u>Rodger Traxler</u> , on the <u>27</u> day of <u>November</u> , 20 <u>2007</u> , at <u>1800 E Park Ave., State College, PA 16803</u> , County of <u>Centre</u>
--

Commonwealth of Pennsylvania, in the manner described below:

<input type="checkbox"/> Defendant(s) personally served.	person in charge
<input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____	
<input type="checkbox"/> Adult in charge of Defendant's residence.	
<input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).	
<input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.	and officer of said Defendant company.
Other _____	

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

<input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____

Remarks:

Advance Costs 75.00	Docket 9.00	Services 15.00	Sur Charge 0.00	Affidavit 3.50	Mileage 15.00	Postage	Misc.	Total Costs 42.50	Costs Due or Refund (32.50)
------------------------	----------------	-------------------	--------------------	-------------------	------------------	---------	-------	----------------------	--------------------------------

17. AFFIRMED and subscribed to before me this _____	So Answer.
---	------------

20. day of _____	18. Signature of Dep. Sheriff
------------------	-------------------------------

23. _____	21. Signature of Sheriff
-----------	--------------------------

SHERIFF OF CENTRE COUNTY

Amount Pd. _____	Page _____
------------------	------------

My Commission Expires _____	26. Date Received
-----------------------------	-------------------

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.

Law Offices
PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Christine.Schoffler@fedphe.com

Christine Schoffler
Judgment Department, Ext. 1286

Representing Lenders in
Pennsylvania and New Jersey

November 29, 2007

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

**Re: WASHINGTON MUTUAL BANK, F.A. v. BRYAN K. CASHER
HEATHER M. CASHER A/K/A HEATHER M. BUMBARGER
No. 07-528-CD
RR 1 BOX 307, FRENCHVILLE, PA 16836**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is scheduled for DECEMBER 7, 2007.

The property is to be relisted for the JANUARY 4, 2008 Sheriff's Sale.

Very truly yours,

CQS

Christine Schoffler

VIA TELECOPY (814) 765-5915

CC: **BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER**

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

WASHINGTON MUTUAL BANK, F.A.
3476 Stateview Boulevard
For Mill, SC 29715
Plaintiff,

V.

BRYAN K. CASHER
HEATHER M. CASHER
A/K/A HEATHER M. BUMBARGER
46 Dixon Lane
Frenchville, PA 16836

111

No. 07-528-CD

272

Type of Pleading:

* MOTION AND ORDER

* Filed on behalf of:
* Petitioner

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* Naddeo & Lewis, LLC
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

NOV 10 2008

6/10:50/0
William A. Shaw
Prothonotary/Clerk of Courts

5

**William A. Shaw
Prothonotary/Clerk of Courts**

1 CENT TO 

4+π

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

WASHINGTON MUTUAL BANK, F.A. *
3476 Stateview Boulevard *
For Mill, SC 29715 *
Plaintiff, *
*
v. * No. 07-528-CD
*
BRYAN K. CASHER *
HEATHER M. CASHER *
A/K/A HEATHER M. BUMBARGER *
46 Dixon Lane *
Frenchville, PA 16836 *

MOTION FOR COURT TO ISSUE TITLE
TO MODULAR HOME

NOW COMES, Harry J. Salvatore, and by his attorney,
James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff in this action, Washington Mutual Bank, F.A., filed a Complaint in Mortgage Foreclosure against Bryan K. Casher and Heather M. Casher, a/k/a Heather M. Bumbarger, for property located in Girard Township, Clearfield County, Pennsylvania, Assessment Map No. 114-06-24.

2. That the Foreclosure action resulted in the property being sold at Sheriff's Sale to Federal Home Loan Mortgage Corporation, successor to Washington Mutual Bank, F.A., and a deed conveying the subject property by the Sheriff of Clearfield County was recorded on February 14, 2008 at the Office of the Register and Recorder for Clearfield County as Instrument No. 200802073.

3. That the property was subsequently sold by Federal Home Loan Mortgage Corporation to Harry Salvatore by Deed dated May 30, 2008 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200808477. A copy of said Deed is attached hereto as Exhibit "A".

4. That a Commodore Capewood Modular Home Model EL523AC, Serial No. ACCY36023AB is permanently affixed to the subject property.

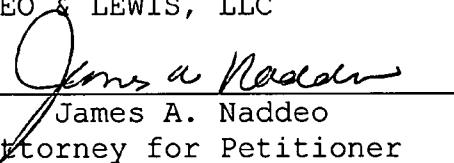
5. That Federal Home Loan Mortgage Corporation did not receive a title to the modular home and consequently was unable to deliver a title to your Petitioner, Harry J. Salvatore.

6. That your Petitioner requires that a title to the modular home be issued to him by the Commonwealth of Pennsylvania as evidence of his ownership.

WHEREFORE, your Petitioner requests that your Honorable Court enter an order directing the Commonwealth of Pennsylvania, Department of Transportation, to issue a title to the Commodore Capewood Modular Home Model EL523AC, Serial No. ACCY36023AB to Harry J. Salvatore.

NADDEO & LEWIS, LLC

By


James A. Naddeo
Attorney for Petitioner

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
LAND TITLE SERVICES

Instrument Number - 200808477

Recorded On 6/4/2008 At 12:22:04 PM

* Instrument Type - DEED

* Total Pages - 4

Invoice Number - 186766

* Grantor - FEDERAL HOME LOAN MORTGAGE CORPORATION

* Grantee - SALVATORE, HARRY

* Customer - LAND TITLE SERVICES

*** FEES**

STATE TRANSFER TAX	\$180.00
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
CLEARFIELD AREA SCHOOLS	\$90.00
REALTY TAX	
GIRARD TOWNSHIP	\$90.00
TOTAL PAID	\$388.50

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



Maurene E. Inlow

Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit "A"

Land Title Services
400 Fellowship Road
Suite 250
Mt. Laurel, NJ 08054
File No. OS8424378563MTM

Parcel ID No. 114-06-24.

This Indenture, made the 30th day of May, 2008

Between

**FEDERAL HOME LOAN MORTGAGE CORPORATION BY MARIE T. EAISE,
BY POWER OF ATTORNEY RECORDED 05/24/06 INST# 200608066**

(hereinafter called the Grantor), of the one part, and

HARRY SALVATORE

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **Eighteen Thousand And 00/100 Dollars (\$18,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

See Attached Exhibit A

Property Address: RR 1 Box 307 AKA 46 Dixon Lane, Frenchville, PA 16836

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns, forever.

And the said Grantor, for itself and its successors, does, by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against it, the said Grantor, and its successors and assigns, and against all and every other person and persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will

Warrant Specially and Forever Defend.

In Witness Whereof, the party of the first part has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

FEDERAL HOME LOAN MORTGAGE
CORPORATION BY MARIE T. EAISE, BY
POWER OF ATTORNEY RECORDED 05/24/06
INST# 200608066

By: Marie T. EAISE {SEAL}
Marie T. EAISE, Attorney In
FACT

State of NEW JERSEY } ss
County of BURLINGTON

AND NOW, this 30th day of MAY, 2008, before me, the undersigned Notary Public, appeared MARIE T. EAISE, who acknowledged himself/herself to be **ATTORNEY IN FACT** of **Federal Home Loan Mortgage Corporation** a corporation, and he/she, as such ~~Attorney In Fact~~ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as **ATTORNEY IN FACT**.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Anna M. Scroger
Notary Public
My commission expires 11/22/10

CERTIFICATE OF RESIDENCE

ANNA M SCROGER
Notary Public State of NJ
My Commission Expires 11/22/10

The address of the above-named Grantee is:

PO Box 1030
Clearfield, PA 16830

KJM
On behalf of the Grantee

File No. OS8424378563MTM

ALL that certain piece or parcel of land, with improvements thereon, situate in the Township of Girard, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of land conveyed to Wesley R. Lansberry and Viola Lansberry by Deed of Viola Lansberry, et al., dated the 9th day of May, 1963, and recorded at Clearfield County Deed Book 501, Page 580, on line of land now or formerly of Grear Best; thence along Best line South seventy-two (72 degrees) degrees fifteen (15 minutes) minutes East one hundred eighty-six (186) feet to a white oak corner of land of Robert Collor; thence by land now or formerly of Robert Collor in a northwesterly direction one hundred ninety-one (191) feet to line of land now or formerly of Poorman; thence along line of land now or formerly of Poorman North eighty-four (84 degrees) degrees thirty (30 minutes) minutes West one hundred fifty-eight (158) feet to line of land formerly of Wesley Lansberry and Viola Lansberry, now Viola Lansberry; thence in a southerly direction one hundred sixty (160) feet, more or less, to line of land now or formerly of Grear Best and place of beginning.

There is further granted to the Grantees herein, their heirs, executors and assigns, use of the road or outlet as contained in Deed Book 330/566 recorded in Register and Recorder's Office at the Clearfield County Courthouse.

AND BEING known as Clearfield County Assessment No. 114-06-24.

PARCEL IDENTIFICATION NO: 006-000-00024 CONTROL #: 114017312

BEING the same premises conveyed to Richard D. Baney and Jeanie K. Baney by Deed dated October 9, 1997 recorded in the Office of the Recorder of Deeds for Clearfield County and being the same premises conveyed to the Grantor herein by Deed dated October 29, 1999, recorded in Clearfield County Instrument No. 199919181.

Being the same premises conveyed to Bryan K. Casher and Heather M. Casher, husband and wife, by Deed from Richard D. Baney, a single individual, dated 10/25/2001, recorded 10/31/2001, in Deed Mortgage Inst# 200117488.

Being the same premises conveyed to Federal Home Loan Mortgage Corporation, by Deed from Chester A. Hawkins, Sheriff of the County of Clearfield, dated 01/30/2008, recorded 02/14/08, in Deed Mortgage Inst# 200802073.

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

WASHINGTON MUTUAL BANK, F.A. *
3476 Stateview Boulevard *
For Mill, SC 29715 *
Plaintiff, *

v. *

BRYAN K. CASHER *
HEATHER M. CASHER *
A/K/A HEATHER M. BUMBARGER *
46 Dixon Lane *
Frenchville, PA 16836 *

* No. 07-528-CD

FILED ^{ICC}
014:00:031 Atty
NOV 12 2008 No Video

William A. Shaw
Prothonotary/Clerk of Courts (610)

ORDER

AND NOW, this 12 day of November, 2008, after consideration of the Motion filed in the above-captioned case, the Court hereby directs that ownership of a certain Commodore Capewood Modular Home Model EL523AC, Serial No. ACCY36023SB be awarded to Harry J. Salvatore and the right, title and interest of any other person to said modular home is hereby extinguished. The Commonwealth of Pennsylvania, Department of Transportation may accept this order as evidence of ownership in lieu of a Certificate of Title. The Petitioner shall submit the appropriate forms, taxes and fees and comply with any other procedures of the Commonwealth of Pennsylvania, Department of Transportation in order to receive the appropriate Certificate of Title for said modular home.

BY THE COURT:

