

08-844-CD  
Washington Mutual vs E. Grenier al

FILED  
MAY 06 2008  
re 112:30(wa)  
William A. Shaw  
Notary/Clerk of Courts  
4 cases to  
Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
WASHINGTON MUTUAL BANK,

Plaintiff,  
vs.

Edmund A. Grenier, Jr.; Brenda L. Grenier  
Defendants.

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

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
7255 Baymeadows Way  
Jacksonville, FL 32256  
AND THE DEFENDANT:  
RR4 Box 603  
Du Bois, PA 15801

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFE CTED BY THIS LIEN IS  
RR4 Box 603, Du Bois PA 15801  
Municipality: Sandy

Scott A. Dietterick  
ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: FRZ 100527

CIVIL DIVISION

NO.: 2008-844-C0

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:  
Washington Mutual Bank

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG &  
ACKERMAN, LLC

Scott A. Dietterick, Esquire  
Pa. I.D. #55650  
Kimberly A. Bonner, Esquire  
Pa. I.D. #89705  
Richard P. Haber, Esquire  
Pa. I.D. #202567  
Eric Santos, Esquire  
Pa. I.D. #201493

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
office@zuckergoldberg.com  
File No.: FRZ- 100527/bkm

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.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, : CIVIL DIVISION  
Plaintiff, : NO.:  
vs. :  
Edmund A. Grenier, Jr.; Brenda L. Grenier :  
Defendants. :  
:

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, : CIVIL DIVISION  
Plaintiff, : NO.:  
vs. :  
Edmund A. Grenier, Jr.; Brenda L. Grenier :  
Defendants. :  
.

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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WASHINGTON MUTUAL BANK, : CIVIL DIVISION

Plaintiff, : NO.:

vs.

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes Washington Mutual Bank, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, Washington Mutual Bank, which has its principal place of business at 7255 Baymeadows Way, Jacksonville, FL 32256.
2. The Defendants, Edmund A. Grenier, Jr. and Brenda L. Grenier, are individuals whose last known address is RR4 Box 603, Du Bois, PA 15801.
3. On or about November 2, 2001, Edmund A. Grenier, Jr. and Brenda L. Grenier executed a Note in favor of Washington Mutual Bank, FA in the original principal amount of \$123,500.00.
4. On or about November 2, 2001, as security for payment of the aforesaid Note, Edmund A. Grenier, Jr. and Brenda L. Grenier made, executed and delivered to Washington Mutual Bank, FA a Mortgage in the original principal amount of \$123,500.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on November 9, 2002, Instrument #200118099. A true and

correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Washington Mutual Bank, FA is n/k/a Washington Mutual Bank.
6. Defendants are record and real owners of the aforesaid mortgaged premises.
7. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

8. On or about December 16, 2007, Defendant(s) were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

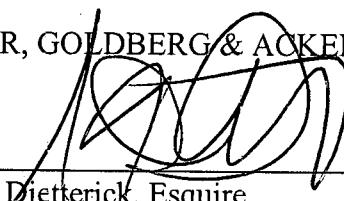
9. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 101,766.82
Interest through 03/25/2008	\$ 3,209.27
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 674.01
Miscellaneous	\$ 8.90
Total Fees	\$ 58.50
<b>Total</b>	<b>\$ 109,467.50</b>

plus interest on the principal sum (\$101,766.82) from March 25, 2008, at the rate of \$18.12 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$109,467.50, with interest thereon at the rate of \$18.12 per diem from March 25, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

## **EXHIBIT A**

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200118099  
RECORDED ON  
Nov 09, 2001  
12:02:29 PM  
Total Pages: 16

FALCON  
RECORDING FEES - \$37.00  
RECORDER  
COUNTY IMPROVEMENT \$1.50  
FUND  
RECORDER  
IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$39.50  
CUSTOME  
INDIANA TITLE ABSTRACT  
CORP

Prepared By:  
Julius zz-Brown  
9451 Corbin Ave.  
Northridge, CA 91324

Return To:  
Washington Mutual Bank, FA  
9451 Corbin Ave.  
Northridge, CA 91324

Parcel Number:

— [Space Above This Line For Recording Date] —

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **November 2, 2001**, together with all Riders to this document.  
 (B) "Borrower" is **Edmund A Grenier Jr and Brenda L Grenier, Husband and Wife**

Borrower is the mortgagor under this Security Instrument.  
 (C) "Lender" is **Washington Mutual Bank, FA**

Lender is a **Bank**

**0048050082**

**PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3039 1/01**

**VMP** - B(PA) 100081

Page 1 of 16

Initials: 

VMP MORTGAGE FORMS • (800)621-7291

organized and existing under the laws of the United States of America  
Lender's address is 9451 Corbin Ave., Northridge, CA 91324

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated November 2, 2001  
The Note states that Borrower owes Lender One Hundred Twenty Three Thousand Five  
Hundred and 00/100----- Dollars

(U.S. \$123,500.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than November 1, 2021

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by  
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic  
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit  
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller  
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse  
transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid  
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the  
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the  
value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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*BD* 0048050082  
Initials: *EB* *BD*

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **County** **Clearfield** **Sandy Top** [Type of Recording Jurisdiction] of [Name of Recording Jurisdiction]:

which currently has the address of **603 RR 4**

[Street]

**Du Bois**

[City], Pennsylvania **15801**

[Zip Code]

("Property Address"):

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



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Form 3039 1/01

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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*BB*  
Initials: *BB* 0048050082  
Form 3039 1/01

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

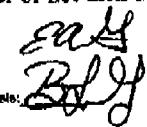


If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



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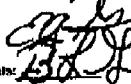
**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

  
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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

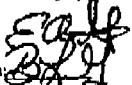
**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**Witnesses:**

Kathleen A. King

  
Edmund A. Grenier Jr. (Seal)  
-Borrower

Brenda A. Grenier (Seal)  
Brenda L. Grenier Borrower

(Seal)

(Seal)

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal) \_\_\_\_\_  
-Borrower

(Seal) \_\_\_\_\_  
-Borrower

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## Certificate of Residence

I, Indiana Title Abstr. Corp., do hereby certify that  
 the correct address of the within-named Mortgagee is 9451 Corbin Ave., Northridge, CA  
 91324

Witness my hand this 2nd day of November 2001

*Kathleen A. King*  
 Indiana Title Abstr. Corp. Agent of Mortgagee

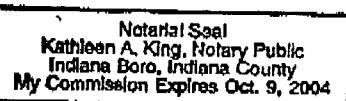
COMMONWEALTH OF PENNSYLVANIA,

IN, AND County ss:

On this, the 2nd day of November, 2001, before me, the  
 undersigned officer, personally appeared *Edmund A. Grenier, Jr. & Brenda L. Grenier*

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 My Commission Expires:



Julius Zz-Brown

*Kathleen A. King*  
 Closer  
 Title of Officer

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Form 3039 1/01

**VERIFICATION**

I, Amy Wers, AVP

(title), depose and say subject to the penalties of 18 Pa.C.S.A., sec. 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing pleading are true and correct to the best of my information, knowledge and belief.

By: Washington Mutual Bank  
Name: Amy Wers  
Title: Amy Wers - AVP

Our File No: 100527  
Loan No.: 0048050082  
Borrower Name: Edmund A. Grenier, Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-844-CD

WASHINGTON MUTUAL BANK

vs

EDMUND A. GRENIER, JR. and BRENDA L. GRENIER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 4

SERVE BY: 06/05/2008

HEARING:

PAGE: 104138

DEFENDANT: EDMUND A. GRENIER JR.  
ADDRESS: RR#4 BOX 603  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS 5-9-08 - N/H  
left notice

**SHERIFF'S RETURN**

NOW, 05-13-2008 AT 2:30 AM PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON EDMUND A. GRENIER JR., DEFENDANT

BY HANDING TO EDMUND A. GRENIER Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED SHERIFF'S OFFICE

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR EDMUND A. GRENIER JR.

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO EDMUND A. GRENIER JR.

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: C.A. Snyder

Deputy Signature

C.A. Snyder

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-844-CD

WASHINGTON MUTUAL BANK

vs

EDMUND A. GRENIER, JR. and BRENDA L. GRENIER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 06/05/2008

HEARING:

PAGE: 104138

SERVICE # 3 OF 4

DEFENDANT: EDMUND A. GRENIER JR.  
ADDRESS: 51 WILLIAM PENN AVE.  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5-9-08-11/4

**FILED**  
07/23/2008  
MAY 13 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 05-13-2008 AT 2:30 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON EDMUND A. GRENIER JR., DEFENDANT

BY HANDING TO EDMUND A. GRENIER

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED

SHERIFF'S OFFICE

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR EDMUND A. GRENIER JR.

AT (ADDRESS)

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO EDMUND A. GRENIER JR.

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

CE Snyder

Deputy Signature

CE Snyder

Print Deputy Name

DAY OF 2008

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

NO: 08-844-CD

WASHINGTON MUTUAL BANK

vs

EDMUND A. GRENIER, JR. and BRENDA L. GRENIER  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 06/05/2008

HEARING:

PAGE: 104138

DEFENDANT: BRENDA L. GRENIER  
ADDRESS: RR#4 BOX 603FILED  
03-26-2008  
MAY 13 2008

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5-9-08 N/H  
Left Notice**SHERIFF'S RETURN**

NOW, THIS 13TH DAY OF MAY 2008 AT 2:30 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA L. GRENIER, DEFENDANT

BY HANDING TO BRENDA L. GRENIER / DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 690 SNAFFER ROAD, DUBOIS, PA. 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR BRENDA L. GRENIER

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO BRENDA L. GRENIER

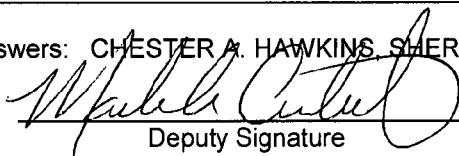
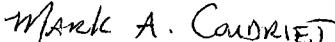
REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

  
Deputy Signature  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-844-CD

WASHINGTON MUTUAL BANK

vs

EDMUND A. GRENIER, JR. and BRENDA L. GRENIER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 4 OF 4

SERVE BY: 06/05/2008

HEARING:

PAGE: 104138

DEFENDANT: BRENDA L. GRENIER  
ADDRESS: 51 WILLIAM PENN AVE.  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 5-9-08-N/H \_\_\_\_\_

FILED

03/26/08  
MAY 13 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, THIS 15<sup>TH</sup> DAY OF MAY 2008 AT 2:30 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA L. GRENIER, DEFENDANT

BY HANDING TO BRENDA L. GRENIER, DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 690 SHAFER ROAD, DUBOIS, PA, 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR BRENDA L. GRENIER

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

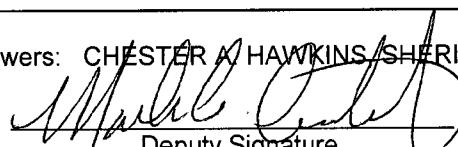
I MAKE RETURN OF NOT FOUND AS TO BRENDA L. GRENIER

REASON UNABLE TO LOCATE \_\_\_\_\_

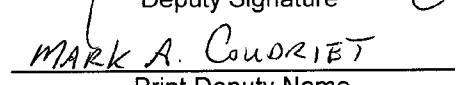
SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS SHERIFF

BY: 

Deputy Signature

  
MARK A. COURIET

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104138  
NO: 08-844-CD  
SERVICES 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK  
vs.  
DEFENDANT: EDMUND A. GRENIER, JR. and BRENDA L. GRENIER

FILED  
01/31/2008  
AUG 20 2008  
GJ

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ZUCKER	169024	40.00
SHERIFF HAWKINS	ZUCKER	169024	60.00

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank,

CIVIL DIVISION

Plaintiff

No.: 2008-844-CD

vs.

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendant(s).

ISSUE NUMBER:

TYPE OF PLEADING:

**PRAECIPE FOR DEFAULT  
JUDGMENT**  
(Mortgage Foreclosure)

I Hereby certify that the last known address  
of Defendant(s) is/are:

Edmund A. Grenier, Jr  
RR4 Box 603  
Du Bois, PA 15801

Brenda L. Grenier  
690 Shaffer Road  
Dubois, PA 15801

Eric Santos  
Attorney for Plaintiff

FILED ON BEHALF OF:

Washington Mutual Bank  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG & ACKERMAN,  
LLC  
Scott A. Dietterick, Esquire  
Pa I.D. # 55650  
Kimberly A. Bonner, Esquire  
Pa I.D. #89705  
Richard P. Haber, Esquire  
Pa I.D. #202567  
Eric Santos, Esquire  
Pa I.D. #201493

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
Atty File No.: FRZ-100527

FILED Atty pd. 20.00  
10/22/2008 ICC Notice  
to Def.

William A. Shaw  
Prothonotary/Clerk of Courts

Statement to Atty

64

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank : CIVIL DIVISION  
Plaintiff, : NO.: 2008-844-CD  
vs. :  
Edmund A. Grenier, Jr.; Brenda L. Grenier :  
Defendant(s). :

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant(s), Edmund A. Grenier, Jr. and Brenda L. Grenier, in the amount of **\$113,468.45** which is itemized as follows for failure to file an Answer:

Principal	\$101,766.82
Interest through 10/17/08	\$6,941.99
Attorneys' Fees	\$1,250.00
Title Search & Costs	\$2,500.00
Late Charges	\$ 950.24
Miscellaneous	\$ 8.90
Total Fees	\$ 58.50
<b>Total</b>	<b>\$113,468.45</b>

plus interest on the principal sum (\$101,766.82) from October 17, 2008, at the rate of \$18.12 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Richard P. Haber, Esquire; PA I.D. #202567  
Eric Santos, Esquire; PA I.D. #201493  
Attorneys for Plaintiff  
FRZ-100527/pn  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX

Zucker, Goldberg & Ackerman, LLC  
FRZ-100527

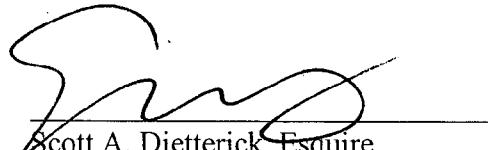
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

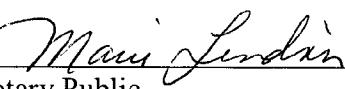
COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his/her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.



\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Kimberly A. Bonner, Esquire  
Richard P. Haber, Esquire  
Eric Santos, Esquire

Sworn to and subscribed before me  
This 21 day of October, 2008

  
Notary Public

My Commission Expires:

**MARIE LINDNER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 10/10/2011**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank

CIVIL DIVISION

Plaintiff,

NO.: 2008-844-CD

vs.

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Edmund A. Grenier, Jr.

( ) Plaintiff  
(X) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on October 22, 2008.

( ) A copy of the Order or Decree is enclosed,  
or  
(X) The judgment is as follows: \$113,468.45

plus interest on the principal sum (\$101,766.82) from October 17, 2008, at the rate of \$18.12 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

Willie L. Hargrave  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Copy

Washington Mutual Bank

CIVIL DIVISION

Plaintiff,

NO.: 2008-844-CD

vs.

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Brenda L. Grenier

( ) Plaintiff  
(X) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on October 22, 2008.

( ) A copy of the Order or Decree is enclosed,  
or  
(X) The judgment is as follows: **\$113,468.45**

plus interest on the principal sum (\$101,766.82) from October 17, 2008, at the rate of \$18.12 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

Willie Johnson  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-844-CD

WASHINGTON MUTUAL BANK

VS SERVICE # 1 OF 4

EDMUND A. GRENIER, JR. and BRENDA L. GRENIER  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 06/05/2008 HEARING: PAGE: 104138

DEFENDANT: EDMUND A. GRENIER JR.  
ADDRESS: RR#2 BOX 603  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS VACANT OCCUPIED  
ATTEMPTS 5-9-08 - N/H Left notice \_\_\_\_\_

SHERIFF'S RETURN

NOW, 05-13-2008 AT 2:30 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON EDMUND A. GRENIER JR., DEFENDANT

BY HANDING TO EDMUND A. GRENIER, Deposant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED SHERIFF'S OFFICE

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR EDMUND A. GRENIER JR.

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO EDMUND A. GRENIER JR.

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: R.E. Snyder

Deputy Signature

R.E. Snyder

Print Deputy Name

100527

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-844-CD

WASHINGTON MUTUAL BANK

vs

EDMUND A. GRENIER, JR. and BRENDA L. GRENIER  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 4

SERVE BY: 06/05/2008

HEARING:

PAGE: 104138

COPY

DEFENDANT: BRENDA L. GRENIER  
ADDRESS: RR#4 BOX 603  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 5-9-08 N/H left Notice

SHERIFF'S RETURN

NOW, THIS 13TH DAY OF MAY 2008 AT 2:30 AM PM SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA L. GRENIER, DEFENDANT

BY HANDING TO BRENDA L. GRENIER 1 DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 690 SNAFFER ROAD, DUBOIS, PA, 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR BRENDA L. GRENIER

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO BRENDA L. GRENIER

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

DAY OF June 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Caudret Deputy Signature

Mark A. Caudret  
Print Deputy Name

100527

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**Washington Mutual Bank**

vs.  
Plaintiff,

CIVIL DIVISION

NO.: 2008-844-CD

**Edmund A. Grenier, Jr.**

Defendant.

**IMPORTANT NOTICE**

TO: **Edmund A. Grenier, Jr.**  
**RR4 Box 603**  
**Du Bois, PA 15801**

DATE OF NOTICE: 6/4/2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

**Clearfield County Courthouse**  
**Clearfield, PA 16830**  
**Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association**  
**P.O. Box 186**  
**Harrisburg, PA 17108**  
**Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**Washington Mutual Bank**

CIVIL DIVISION

Plaintiff,

NO.: 2008-844-CD

VS.

**Edmund A. Grenier, Jr.**

Defendant.

**AVISO IMPORTANTE**

TO: **Edmund A. Grenier, Jr.**  
RR4 Box 603  
Du Bois, PA 15801

FECHA DEL AVISO: 6/4/2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, NJ 07092-0024  
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

100527

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**Washington Mutual Bank**

CIVIL DIVISION

Plaintiff,  
vs.

NO.: 2008-844-CD

**Edmund A. Grenier, Jr.**

Defendant.

**IMPORTANT NOTICE**

TO: **Brenda L. Grenier  
690 Shaffer Road  
Du Bois, PA 15801**

DATE OF NOTICE: 6/4/2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

**Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

<b>Washington Mutual Bank</b>	:	CIVIL DIVISION
Plaintiff,	:	NO.: <b>2008-844-CD</b>
vs.	:	
<b>Edmund A. Grenier, Jr.</b>	:	
Defendant.	:	

**AVISO IMPORTANTE**

TO: **Brenda L. Grenier  
690 Shaffer Road  
Du Bois, PA 15801**

FECHA DEL AVISO: 6/4/2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

**Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, NJ 07092-0024  
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

100527

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

*Copy*

Washington Mutual Bank  
Plaintiff(s)

No.: 2008-00844-CD

Real Debt: \$113,468.45

Atty's Comm: \$

Vs.

Costs: \$

Edmund A. Grenier Jr.  
Brenda L. Grenier  
Defendant(s)

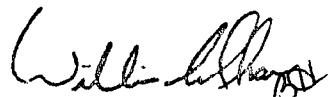
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 22, 2008

Expires: October 22, 2013

Certified from the record this 22nd day of October, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank,

Plaintiff,

vs.

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendants.

Docket No.: 2008-844-CD

Execution No.:

FILED  
m 10/5/08  
NO CC  
DEC 15 2008  
610

William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Washington Mutual Bank, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at RR4 Box 603, Du Bois, PA 15801.

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

EDMUND A. GRENIER, JR.  
RR4 Box 603  
Du Bois, PA 15801

2. Name and Address of Defendant(s) in the Judgment:

EDMUND A. GRENIER, JR.  
RR4 Box 603  
Du Bois, PA 15801

BRENDA L. GRENIER  
690 Shaffer Road  
Du Bois, PA 15801

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

WASHINGTON MUTUAL BANK  
Plaintiff

Laurie A. Cherry  
23 East Park Avenue  
DuBois, PA 15801

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

WASHINGTON MUTUAL BANK  
Plaintiff

WASHINGTON MUTUAL BANK, F.A.  
9451 CORBIN AVENUE  
NORTHRIDGE, CA 91324  
AND  
400 EAST MAIN STREET  
STOCKTON, CA 95290

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

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 East Market Street  
Clearfield, PA 16830

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:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

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

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS  
RR4 Box 603  
Du Bois, PA 15801

UNKNOWN SPOUSE  
RR4 Box 603  
Du Bois, PA 15801

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

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

ZUCKER GOOLDBERG & ACKERMAN, LLC

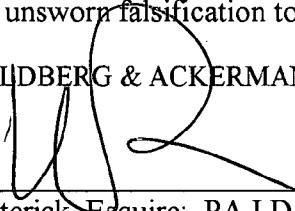
BY:   
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA.I.D. #89705  
Richard P. Haber, Esquire; PA.I.D. #202567  
Eric Santos, Esquire; PA I.D. #201493  
Joel A. Ackerman, Esquire; PA I.D. #202729  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: FRZ-100527  
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

**LEGAL DESCRIPTION**

ALL THAT CERTAIN LOT OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE RIGHT OF WAY OF WILLIAM PENN AVENUE, SAID POINT BEING THE CORNER OF LOT 34 AND LOT 35 IN THE SCHALL LAND COMPANY PLAN OF LOTS;

THENCE ALONG SAID WILLIAM PENN AVENUE, NORTH 83 DEGREES, 44 MINUTES, 38 SECONDS EAST, A DISTANCE OF 104.96 FEET TO A POINT;

THENCE SOUTH 03 DEGREES, 05 MINUTES, 44 SECONDS EAST, A DISTANCE OS 220 FEET ALONG LOT 36 TO A POINT;

THENCE SOUTH 83 DEGREES, 33 MINUTES, 33 SECONDS WEST, A DISTANCE OF 88.13 FEET ALONG LOT 76 TO A POINT;

THENCE NORTH 07 DEGREES, 28 MINUTES, 53 SECONDS WEST, A DISTANCE OF 220 FEET ALONG A PORTION OF LOT 61 AND LOT 34 TO THE POINT OF BEGINNING.

CONTAINING 21,297 SQUARE FEET OR 0.48 ACRES.

SAID PROPERTY BEING KNOWN AS LOT NO. 35, AS SHOWN ON SCHALL LAND COMPANY SUBDIVISION PLAN DATED JULY 12, 1994, SURVEYED BY LEE-SIMPSON ASSOCIATES, INC.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

- 1) ALL BUILDINGS AND SUBDIVISION REGULATIONS OF SYLVAN HEIGHTS, AS AMENDED, RECORDED IN VOLUME 1635, PAGE 27 IN THE CLEARFIELD COUNTY RECORDER'S OFFICE; ALL OF SAID RESTRICTIONS BEING COVENANTS WHICH RUN WITH THE LAND.
- 2) ALL EASEMENTS, RIGHTS OF WAY, RESERVATIONS, AND LIMITATIONS SHOWN OR CONTAINED IN PRIOR INSTRUMENTS OF RECORD AND AS RECORDED.
- 3) ALL COAL, MINING, MINERALS, OIL, AND GAS RIGHTS OF EVERY KIND AND NATURE.

Tax Parcel I.D.: 128-C04-713-00035

Address: RR4 Box 603, Du Bois, PA 15801.

BEING the same premises which MICHAEL R. BRITTON AND RENEE M. BRITTON, HUSBAND AND WIFE, by Deed dated June 8, 2000 and recorded June 23, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument # 200008851, granted and conveyed unto Edmund A. Grenier, Jr. and Brenda L. Grenier.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

Washington Mutual Bank,

Docket No.: 2008-844-CD

Plaintiff,

vs.

Execution No.:

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendants.

To the Prothonotary of Clearfield County:

**ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER  
ON THE FOLLOWING DESCRIBED REAL ESTATE:**

See Exhibit "A" attached.

Amount Due	\$113,468.45
Interest from 10/17/2008 to date of sale	\$3,261.60
	<b>Total \$116,730/05 plus costs to be added</b>
Plus Costs (Costs to be added)	<b>135.00 Prothonotary costs</b>

Dated: November 19, 2008

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: \_\_\_\_\_  
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA.I.D. #89705  
Richard P. Haber, Esquire; PA.I.D. #202567  
Eric Santos, Esquire; PA I.D. #201493  
Joel A. Ackerman, Esquire; PA I.D. #202729  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: FRZ-100527  
(908) 233-8500; (908) 233-1390 FAX

**FILED**  
M 12:56 PM  
DEC 15 2008

5 William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 20.00  
1CC&6 wnts to  
Sheriff w/ prop. dese.

Zucker, Goldberg & Ackerman, LLC  
FRZ-100527

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

Washington Mutual Bank,

Plaintiff,

vs.

Docket No.: 2008-844-CD

Execution No.:

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendants.

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

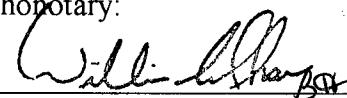
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AMOUNT DUE	\$113,468.45
INTEREST from 10/17/2008 to date	\$3,261.60
of sale	
<b>Total</b>	<b>\$116,730.05</b>
	<b>plus costs to be added</b>
(Costs to be added)	<b>135.00 Prothonotary costs</b>

Prothonotary:

By:



Clerk

Date: 12/15/08

Exhibit "A"

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank, : Docket No.: 2008-844-CD.  
Plaintiff, : Execution No.:  
vs. :  
Edmund A. Grenier, Jr.; Brenda L. Grenier :  
Defendants. :  
: :  
: :  
: :

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Washington Mutual Bank, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at RR4 Box 603, Du Bois, PA 15801.

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

EDMUND A. GRENIER, JR.  
RR4 Box 603  
Du Bois, PA 15801

BRENDA L. GRENIER  
690 Shaffer Road  
Du Bois, PA 15801

5  
FILED 1CC  
M 11:47 AM ATTY Dietterick  
JAN 14 2009  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

2. Name and Address of Defendant(s) in the Judgment:

EDMUND A. GRENIER, JR.  
RR4 Box 603  
Du Bois, PA 15801

BRENDA L. GRENIER  
690 Shaffer Road  
Du Bois, PA 15801

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

WASHINGTON MUTUAL BANK  
Plaintiff

Laurie A. Cherry  
23 East Park Avenue  
DuBois, PA 15801

PENNSYLVANIA HOUSING FINANCE AGENCY  
211 NORTH FRONT STREET,  
HARRISBURG, PA 17105  
And  
PO BOX 15530  
HARRISBURG, PA 17105

INTERNAL REVENUE SERVICE  
Special Procedures Unit  
PO Box 12051  
Philadelphia, PA 19105

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

WASHINGTON MUTUAL BANK  
Plaintiff

WASHINGTON MUTUAL BANK, F.A.  
9451 CORBIN AVENUE  
NORTHRIDGE, CA 91324  
AND  
400 EAST MAIN STREET  
STOCKTON, CA 95290

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

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 East Market Street  
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DEPARTMENT OF WELFARE  
P.O. Box 2675

Harrisburg, PA 17105

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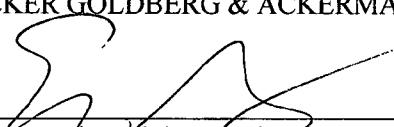
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PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
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I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dieterick, Esquire, PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA.I.D. #89705  
Richard P. Haber, Esquire; PA.I.D. #202567  
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Joel A. Ackerman, Esquire; PA I.D. #202729  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: FRZ-100527  
(908) 233-8500; (908) 233-1390 FAX

Dated: November 19, 2008

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20896  
NO: 08-844-CD

PLAINTIFF: WASHINGTON MUTUAL BANK

VS.

DEFENDANT: EDMUND A. GRENIER, JR.; BRENDA L. GRENIER

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 12/16/2008

LEVY TAKEN 2/3/2009 @ 1:35 PM

POSTED 2/3/2009 @ 1:35 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/26/2009

DATE DEED FILED **NOT SOLD**

5  
**FILED**  
010:49 AM  
MAR 26 2009  
W.A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED EDMUND A. GRENIER, JR.

NOW, FEBRUARY 5, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 6, 2009. THE LOAN WAS REINSTATED; FUNDS IN THE AMOUNT OF \$20,303.33 WERE RECEIVED TO CURE THE DEFAULT.

@ SERVED BRENDA L. GRENIER

NOW, FEBRUARY 5, 2009 CANCELED ALL ADVERTISING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20896  
NO: 08-844-CD

PLAINTIFF: WASHINGTON MUTUAL BANK

vs.

DEFENDANT: EDMUND A. GRENIER, JR.; BRENDA L. GRENIER

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$587.91

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by *Christopher Butch Apholde*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank,

Docket No.: 2008-844-CD

Plaintiff,

vs.

Execution No.:

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendants.

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$113,468.45
INTEREST from 10/17/2008 to date of sale	\$3,261.60
Total	<b>\$116,730.05</b>
(Costs to be added)	<b>plus costs to be added</b>
	<b>135.00 Prothonotary costs</b>

Prothonotary:

By: Willie May Jr.  
Clerk

Date: 12/15/08

Received this writ this 16<sup>th</sup> day  
of December A.D. 2008  
At 2:00 A.M./P.M.

Chester A. Hawkins  
Sheriff by Cynthia Butler-Aufderhaf

Exhibit "A"

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**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME EDMUND A. GRENIER, JR.

NO. 08-844-CD

NOW, March 26, 2009, 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 March 06, 2009, I exposed the within described real estate of Edmund A. Grenier, Jr.; Brenda L. Grenier to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$20,303.33 and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	113,468.45
MILEAGE	20.90	INTEREST @	0.00
LEVY	15.00	FROM TO 03/06/2009	
MILEAGE	20.90	ATTORNEY FEES	
POSTING	15.00	PROTH SATISFACTION	
CSDS	10.00	LATE CHARGES AND FEES	
COMMISSION	406.07	COST OF SUIT-TO BE ADDED	
POSTAGE	5.04	FORECLOSURE FEES	
HANDBILLS	15.00	ATTORNEY COMMISSION	
DISTRIBUTION	25.00	REFUND OF ADVANCE	
ADVERTISING	15.00	REFUND OF SURCHARGE	40.00
ADD'L SERVICE		SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	3,261.60
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT	20,303.33	<b>TOTAL DEBT AND INTEREST</b>	<b>\$116,770.05</b>
RETURNS/DEPUTIZE		<b>COSTS:</b>	
COPIES	15.00	ADVERTISING	0.00
	5.00	TAXES - COLLECTOR	
BILLING/PHONE/FAX	5.00	TAXES - TAX CLAIM	
CONTINUED SALES		DUE	
MISCELLANEOUS		LIEN SEARCH	
<b>TOTAL SHERIFF COSTS</b>	<b>\$587.91</b>	ACKNOWLEDGEMENT	
<b>DEED COSTS:</b>		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	587.91
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	135.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$722.91</b>

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

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
**ATTORNEYS AT LAW**

LEONARD B. ZUCKER  
 MICHAEL S. ACKERMAN  
 JOEL ACKERMAN\*

RICHARD P. HABER §  
 FRANCES GAMBARDELLA  
 BRIAN C. NICHOLAS •  
 STEVEN D. KROL  
 ERIC SANTOS ■  
 ANTHONY J. RISALVATO □  
 CHRISTOPHER G. FORD  
 KRISTEN A. ZEBROWSKI □

• ALSO MEMBER OF NY, PA AND CA BAR  
 § ALSO MEMBER OF PA BAR  
 • ALSO MEMBER OF NY AND ME BAR  
 □ ALSO MEMBER OF NY AND PA BAR  
 □ ALSO MEMBER OF NY BAR  
 \* MEMBER OF PA BAR ONLY

OF COUNSEL:  
 SCOTT A. DIETTERICK, ESQ. ♦  
 KIMBERLY A. BONNER, ESQ. ♦

FRZ-100527

200 SHEFFIELD STREET- SUITE 301  
 P.O. BOX 1024  
 MOUNTAINSIDE, NJ 07092-0024  
 TELEPHONE: 908-233-8500  
 FACSIMILE: 908-233-1390  
 E-MAIL: [office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)

For payoff/reinstatement figures  
 Please send your request to: [zuckergoldberg.com/pr](http://zuckergoldberg.com/pr)

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923  
 AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)  
 LOUIS D. GOLDBERG (1923-1967)  
 LEONARD H. GOLDBERG (1929-1979)  
 BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
 P.O. Box 650  
 Hershey, PA 17033  
 717-533-3560  
 Fax: 717-533-3562

February 5, 2009

*Via Fax & Regular Mail*  
 Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County  
 ATTN: REAL ESTATE DEPT.  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

Re: Washington Mutual Bank  
 vs. Edmund A. Grenier, Jr. and Brenda L. Grenier  
 Premises: RR4 Box 603  
 Du Bois, PA 15801  
 Docket No.: 2008-844-CD  
 Sheriff #:

Dear Sir/Madam:

Please consider this correspondence a formal request to stay the Sheriff's sale scheduled for 03/06/2009. The reason for the stay is due to a loan has been reinstated. Funds were received in the amount of \$ 00,303.93

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Kelly Quinn*  
 Foreclosure Sales Specialist  
 (908) 233-8500 x 151

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Washington Mutual Bank,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 2008-844-CD

Edmund A. Grenier, Jr.; Brenda L. Grenier

Defendants.

FILED

NOV 04 2010

12:05p

William A. Shaw  
Prothonotary/Clerk of Courts

l went to

Attn

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Please mark the judgment filed at the above-captioned term and number satisfied without prejudice.

Respectfully submitted:

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: \_\_\_\_\_

Scott A. Dietterick, Esquire; PA I.D. #55650

Kimberly A. Bonner, Esquire; PA I.D. #89705

Joel A. Ackerman, Esquire; PA I.D. #202729

Attorneys for Plaintiff

FRZ-100527/ka

200 Sheffield Street, Suite 101

Mountainside, NJ 07092

(908) 233-8500; (908) 233-1390 FAX

Email: [Office@zuckergoldberg.com](mailto:Office@zuckergoldberg.com)

Dated: November 3, 2010