

00-597-CD  
BANK UNITED OF TEXAS, NSB -vs- THOMAS F. MARTINE, JR.

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

(12) Bank United of Texas, FSB 3200 S.W. Freeway, Suite 14 Houston, TX 77027	COURT OF COMMON PLEAS CIVIL DIVISION Clearfield County
Plaintiff	.....
v.	
(13) Thomas F. Mattive, Jr. 27 Wedge Wood Gdns. Selinsgrove, PA 17870	NO. 00-597-CO
Defendant(s)	.....

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

Prothonotary  
William A. Shaw

MAY 19 2000

FILED

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**LAW OFFICES OF MARK J. UDREN  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: N/A

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 13 N. 5th Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Borough of Clearfield

COUNTY: Clearfield

DATE EXECUTED: 12/28/95

DATE RECORDED: 12/28/95 BOOK: 1727 PAGE: 344

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by

said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/15/00:

Principal of debt due and unpaid Interest at 8.0% from 8/1/99 to 5/15/00 (the per diem interest accruing on this debt is \$13.13 and that sum should be added each day after 5/15/00)	\$59,064.06 3,794.57
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance) (The monthly escrow on this account is \$114.46 and that sum should be added on the first of each month after 5/15/00)	658.80
Late Charges (monthly late charge of \$22.51 should be added on the fifteenth of each month after 5/15/00)	178.46
Corporate Advance	386.75
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,953.20</u>
<b>TOTAL</b>	<b>\$67,565.84</b>

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected

in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$67,565.84, plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UJ  
Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES  
Attorney for Plaintiff  
Attorney I.D. No. 04302

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CLEARFIELD,  
COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS  
FOLLOWS:

BEGINNING AT AN IRON PIN ALONG NORTH FIFTH STREET; THENCE SOUTH EIGHT-FIVE  
(85) DEGREES FIFTY-SEVEN (57) MINUTES EAST ONE HUNDRED SIXTY-SIX (166) FEET  
TO AN IRON PIN; THENCE SOUTH FIVE (5) DEGREES NINE (9) MINUTES WEST FORTY-  
NINE AND SIX TENTHS (49.6) FEET TO A NAIL, THENCE NORTH EIGHTY FIVE (85)  
DEGREES FIFTY-SEVEN (57) MINUTES WEST ONE HUNDRED SIXTY-SIX (166) FEET TO AN  
IRON PIN; THENCE NORTH FIVE (5) DEGREES NINE (9) MINUTES EAST FORTY-NINE AND  
SIX TENTHS (49.6) FEET TO THE PLACE OF BEGINNING. SAID PREMISES BEING KNOWN  
AS 13 NORTH FIFTH STREET. SAID PROPERTY BEING SHOWN ON THE ATTACHED SURVEY  
MAP DATE OCTOBER 20, 1984, OF THE SUBJECT PREMISES.

HOMEOWNER'S NAME(S): Thomas F. Mattive, Jr.

PROPERTY ADDRESS: 13 N. 5th Street  
Clearfield, Pa. 16830

LOAN ACCOUNT #: 0081050

ORIGINAL LENDER: Bank United of Texas FSB

CURRENT LENDER/SERVICER: Bank United

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU  
DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER,**

LN# 0081050 Mattive

DATE: February 15, 2000

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

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

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

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

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

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

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

## EXHIBIT A

**FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

Page 2 of 5

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: 13 N. 5th Street  
Clearfield, Pa. 16830

IS SERIOUSLY IN DEFAULT because:

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

September 1999 thru February 1, 2000 (6) (5) @ \$ 571.03 (each)

(1) @ \$ 557.55 (each)

Late Fee's \$ 112.55 (\$22.51 each)

Other charges (explain/itemize): \$ 15.00 Property Inspection Fee's

**TOTAL AMOUNT PAST DUE:** \$ 3,540.25

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 3,540.25 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Bank United

P.O. Box 4864

Houston, Tx. 77210-4864

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

**IF YOU DO NOT CURE THE DEFAULT** -- If you do not cure the default within THIRTY (30) DAYS

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

Page 3 of 5

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<u>Name of Lender:</u>	<b>Bank United</b>
<u>Address:</u>	<b>P.O. Box 4030</b>
	<b>Houston, Tx. 77251-4030</b>
<u>Phone Number:</u>	<b>(800) 395 9803</b>
<u>Fax Number:</u>	<b>(713) 543 3969</b>
<u>Contact Person:</u>	<b>Charlotte Johnson or Tim Adams</b>

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

**ASSUMPTION OF MORTGAGE** -- You X may\*\* or        may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage

are satisfied.

**\*\* Assumption may be subject to credit approval and or other conditions**

Page 4 of 5

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**Enclosed, please find a list of all Counseling Agencies**

## APPENDIX B

### Consumer Credit Counseling Agency Notification To:

Date: \_\_\_\_\_

Name of Mortgagee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Mortgage Loan Number \_\_\_\_\_

Address of property on which mortgage is in default, if different from above.

The counseling agency met with the above named applicant on \_\_\_\_\_, Date \_\_\_\_\_, who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification of intention to foreclose from \_\_\_\_\_

Name and Address of Mortgagee \_\_\_\_\_

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by law, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on \_\_\_\_\_.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

Name of Counseling Agency: \_\_\_\_\_

Signer and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

#### Source

The provisions of this Appendix B amended December 13, 1985, effective December 14, 1985, 15 Pa.B. 4435; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224. Immediately preceding text appears at serial pages (109746) to (109748).

#### Cross References

This appendix cited in 12 Pa. Code § 31.203 (relating to procedures).

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Howard Mattie Jr.*  
13 N. 5th St.  
Clearfield, PA 16830

2. Article Number (Copy from service label)

*Z 150 564 424*

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

LCP

B. Date of Delivery

2-24-88

C. Signature

*Howard Mattie Jr.*  Agent  Addressee

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

Z 150 564 424

**US Postal Service  
Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to

Street &amp; Number

Post Office, State, &amp; ZIP Code

Postage \$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom &amp; Date Delivered

Return Receipt Showing to Whom, Date, &amp; Addressee's Address

TOTAL Postage &amp; Fees \$

Postmark or Date

PS Form 3800, April 1995

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

*UM*  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES

FILED

Rec'd MAY 19 2000  
Rev. G. B. Shattoy Urdan  
William A. Shaw  
Prothonotary  
PD \$80.00  
acc Sheriff

MARK J. UDREN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
BANK UNITED OF TEXAS, FSB  
VS  
MATTIVE, THOMAS F. JR.

00-597-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MAY 22, 2000, JOSEPH REIGLE, JR., SHERIFF OF SNYDER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS F. MATTIVE, JR., DEFENDANT.

NOW MAY 30, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS F. MATTIVE, JR., DEFENDANT BY DEPUTIZING THE SHERIFF OF SNYDER COUNTY. THE RETURN OF SHERIFF REIGLE IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

NOW JUNE 6, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO THOMAS F. MATTIVE JR., DEFENDANT.

28.00 SHFF. HAWKINS PAID BY: ATTY.  
26.00 SHFF. REIGLE PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

9th DAY OF June 2000  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Harr*

CHESTER A. HAWKINS  
SHERIFF

FILED

JUN 09 2000  
019:41  
William A. Shaw  
Prothonotary  
*WAS*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIABANK UNITED OF TEXAS, FSB  
VSNO: 00-597-CO  
NOTICE AND COMPLAINT  
MORTGAGE FORCLOSURE

THOMAS F. MATTIVE, JR.

AFFIDAVIT OF SERVICE

I James Fuhrman, Deputy Sheriff for Joseph S. Reigle, Jr., Sheriff of Snyder County, Pennsylvania, being duly sworn according to law deposes and says that I did on the 30th day of May, 2000, at 11:30 A.M., serve the above described Notice and Complaint upon the above named defendant, Thomas F. Mattive, Jr., by handing to Thomas Mattive, Jr., himself, personally at 27 Wedge Wood Gardens, Selinsgrove, Snyder County, Pennsylvania, a true and correct copy of the above described Notice and Complaint, and made known to Thomas Mattive, Jr. the contents thereof.

SO ANSWERS  
JOSEPH S. REIGLE, JR., SHERIFF  
SNYDER COUNTY, PA.

BY: James J. Fuhrman  
DEPUTY JAMES FUHRMAN

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF SNYDER SS:  
SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 1 DAY OF June, 2000

Akress J. Berger  
PROTHONOTARY

Jean M. Faure, Deputy  
MY COMMISSION EXPIRES FIRST MON. JAN 2004

DEPUTATION BY: SHERIFF OF CLEARFIELD COUNTY, PA.

PLAINTIFF'S ATTORNEY:

SNYDER COUNTY SHERIFF'S COSTS:

Docketing, Service, Etc.	\$ 18.00
Mileage	5.00
Notary	3.00

Deposit: \$ 75.00 Receipt # 6951  
Refund :\$ 49.00 Check #

TOTAL: \$ 26.00



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6089

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

BANK UNITED OF TEXAS

NO. 00-597-CD

VS

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

THOMAS F. MATTIVE, JR.

SERVE BY: 6/18/00

or

HEARING DATE:

\*\*\*\*\*

SERVE: THOMAS F. MATTIVE Jr.

ADDRESS: 27 Wedge Wood Gdns., Selinsgrove, Pa. 17870

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of SNYDER County to execute this writ.

This ~~deputation~~ being made at the request and risk of the plaintiff  
this 22nd day of MAY 2000.

RECEIVED  
200 MAY 25 PM 12  
SNYDER COUNTY  
SHERIFF'S OFFICE

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: MARK J. UDREN & ASSOC.

1100 Herring, Cherry Hill,  
is in, N.J. 08002-1100  
Copy of the Original

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB 3200 S.W. Freeway, Suite 14 Houston, TX 77027	Plaintiff	COURT OF COMMON PLEAS CIVIL DIVISION Clearfield County
v.		...
Thomas F. Mattive, Jr. 27 Wedge Wood Gdns. Selinsgrove, PA 17870	Defendant(s)	NO. 00-597-CO

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

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

MAY 19 2000

Attest:

William A. Moore  
Secretary

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**LAW OFFICES OF MARK J. UDREN  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: N/A

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 13 N. 5th Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Borough of Clearfield

COUNTY: Clearfield

DATE EXECUTED: 12/28/95

DATE RECORDED: 12/28/95 BOOK: 1727 PAGE: 344

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by

said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/15/00:

Principal of debt due and unpaid Interest at 8.0% from 8/1/99 to 5/15/00 (the per diem interest accruing on this debt is \$13.13 and that sum should be added each day after 5/15/00)	\$59,064.06
	3,794.57
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$114.46 and that sum should be added on the first of each month after 5/15/00)	658.80
Late Charges (monthly late charge of \$22.51 should be added on the fifteenth of each month after 5/15/00)	178.46
Corporate Advance	386.75
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,953.20</u>
<b>TOTAL</b>	<b>\$67,565.84</b>

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected

in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$67,565.84, plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

*UJ*  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES  
Attorney for Plaintiff  
Attorney I.D. No. 04302

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CLEARFIELD,  
COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS  
FOLLOWS:

BEGINNING AT AN IRON PIN ALONG NORTH FIFTH STREET; THENCE SOUTH EIGHT-FIVE  
(85) DEGREES FIFTY-SEVEN (57) MINUTES EAST ONE HUNDRED SIXTY-SIX (166) FEET  
TO AN IRON PIN; THENCE SOUTH FIVE (5) DEGREES NINE (9) MINUTES WEST FORTY-  
NINE AND SIX TENTHS (49.6) FEET TO A NAIL, THENCE NORTH EIGHTY FIVE (85)  
DEGREES FIFTY-SEVEN (57) MINUTES WEST ONE HUNDRED SIXTY-SIX (166) FEET TO AN  
IRON PIN; THENCE NORTH FIVE (5) DEGREES NINE (9) MINUTES EAST FORTY-NINE AND  
SIX TENTHS (49.6) FEET TO THE PLACE OF BEGINNING. SAID PREMISES BEING KNOWN  
AS 13 NORTH FIFTH STREET. SAID PROPERTY BEING SHOWN ON THE ATTACHED SURVEY  
MAP DATE OCTOBER 20, 1984, OF THE SUBJECT PREMISES.

LN# 0081050 Maffive

DATE: February 15, 2000

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

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

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

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

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

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

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

## EXHIBIT A

HOMEOWNER'S NAME(S): Thomas F. Mattive, Jr.

PROPERTY ADDRESS: 13 N. 5th Street  
Clearfield, Pa. 16830

LOAN ACCOUNT #: 0081050

ORIGINAL LENDER: Bank United of Texas FSB

CURRENT LENDER/SERVICER: Bank United

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU  
DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER,**

FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

Page 2 of 5

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

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

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

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at: 13 N. 5th Street

Clearfield, Pa. 16830

IS SERIOUSLY IN DEFAULT because:

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

September 1999 thru February 1, 2000 (6) (5) @ \$ 571.03 (each)

(1) @ \$ 557.55 (each)

Late Fee's \$ 112.55 (\$22.51 each)

Other charges (explain/itemize): \$ 15.00 Property Inspection Fee's

**TOTAL AMOUNT PAST DUE:** \$ 3,540.25

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 3,540.25 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Bank United

P.O. Box 4864

Houston, Tx. 77210-4864

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

**IF YOU DO NOT CURE THE DEFAULT** -- If you do not cure the default within THIRTY (30) DAYS

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

Page 3 of 5

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

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<u>Name of Lender:</u>	<u>Bank United</u>
<u>Address:</u>	<u>P.O. Box 4030</u>
	<u>Houston, Tx. 77251-4030</u>
<u>Phone Number:</u>	<u>(800) 395 9803</u>
<u>Fax Number:</u>	<u>(713) 543 3969</u>
<u>Contact Person:</u>	<u>Charlotte Johnson or Tim Adams</u>

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

**ASSUMPTION OF MORTGAGE** – You X may\*\* or        may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage

are satisfied.

**\*\* Assumption may be subject to credit approval and or other conditions**

Page 4 of 5

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**Enclosed, please find a list of all Counseling Agencies**

## APPENDIX B

### Consumer Credit Counseling Agency Notification To:

Date: \_\_\_\_\_

Name of Mortgagee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Mortgage Loan Number \_\_\_\_\_

Address of property on which mortgage is in default, if different from above.

The counseling agency met with the above named applicant on, \_\_\_\_\_

who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification of intention to foreclose from \_\_\_\_\_

Name and Address of Mortgagee \_\_\_\_\_

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by law, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.

2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.

3. It is our understanding that the 30 day forbearance period in which we are now in ends on, \_\_\_\_\_

4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

Name of Counseling Agency: \_\_\_\_\_

Signer and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

#### Source

The provisions of this Appendix B amended December 13, 1985, effective December 14, 1985, 15 Pa.B. 4435; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224. Immediately preceding text appears at serial pages (109746) to (109748).

#### Cross References

This appendix cited in 12 Pa. Code § 31.203 (relating to procedures).

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits. *LC* **0081050**

1. Article Addressed to:

*Thomas J. Mattioli Jr.*  
*13 N. 5th St.*  
*Clearfield, PA 16830*

2. Article Number (Copy from service label)

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

*2-24-00*

C. Signature

*Thomas J. Mattioli Jr.*  Agent  Addressee

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes*Z 150 564 424*

**US Postal Service**  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800 April 1995

VERIFICATION

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

MM  
Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB : COURT OF COMMON PLEAS  
3200 S.W. Freeway, Suite 14 : CIVIL DIVISION  
Houston, TX 77027 : Clearfield County  
Plaintiff : MORTGAGE FORECLOSURE  
v. :  
15 Thomas F. Mattive, Jr. :  
27 Wedge Wood Gdns. : NO. 00-597.CD  
Selinsgrove, PA 17870 :  
Defendant(s) :  
:

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$67,565.84
Interest per Complaint	840.32
From 05/16/00 to 07/18/00	
Late charges per Complaint	45.02
From 06/15/00 to 07/18/00	
Escrow payment per Complaint	228.92
From 06/01/00 to 07/18/00	
 TOTAL	 \$68,680.10

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 8/4/00

*William A. Shaw*  
PRO PROTHY

**FILED**

AUG 24 2000  
M 12/26/00 Atty Under  
William A. Shaw  
Prothonotary

PO \$20.00

Not. to Dr.  
Statement to Atty Under

# U.S. Bankruptcy Court

Western District of Pennsylvania (Pittsburgh)

- *Bankruptcy Petition #:* 99-27284 *Date filed:* 10/1/99 *Date terminated:* 1/14/00
- *Assigned to:* Bernard Markovitz
- Chapter 7, voluntary, individual, no asset, joint

* Parties *	* Attorneys *
<b>THOMAS FRANCIS MATTIVE, JR.</b> 13 North 5th St. Clearfield, PA 16830 SSN: 187-46-5293 * Debtor *	<b>Paul W. Johnson</b> 420 Temple Bldg. 125 E. North Street New Castle, PA 16101 (724)654-7281
<b>FREDDESWINDA MATTIVE</b> aka Windy Mattive 13 North 5th St. Clearfield, PA 16830 SSN: 148-46-4982 * Debtor *	<b>Paul W. Johnson</b> (See above)
<b>JAMES R. WALSH</b> Spence, Custer, Saylor, Wolfe & Rose P.O. Box 280 Johnstown, PA 15907 * Trustee *	

## Docket Proceedings

Date	Doc. No.	Docket Entry
10/1/99	1	Voluntary Petition Under Chapter 7 all schedules and , statements. Filing Fee \$ 175.00 Receipt # 21081 (gkau) [EOD 10/01/99]
10/1/99	2	Notice to Individual Consumer Debtor(s). (gkau) [EOD 10/01/99]
10/7/99	--	341 Meeting of Creditors Scheduled For 2:00 10/27/99 At Holiday Inn, Johnstown Last Day To Oppose Discharge: 12/27/99 # of Schedule Pages = 3 at a cost of: \$.90 + Tax (llea) [EOD 10/07/99]
10/9/99	--	Courts BNC Certificate of Service Re: [0-0] 341 Meeting . # of Notices: 13 were sent out. (auto) [EOD 10/11/99]
11/26/99	3	341 Meeting Held on 10/27/99. (gkau) [EOD 11/26/99]

11/26/99	4	Trustee's Report of No Assets. (gkau) [EOD 11/26/99]
12/29/99	--	Order Discharging Debtor Freddeswinda Mattive, Debtor Thomas Francis Mattive (jkoc) [EOD 12/29/99]
12/31/99	--	Courts BNC Certificate of Service Re: [0-0] Discharge Order by Thomas Francis Mattive Jr., Freddeswinda Mattive . # of Notices: 13 were sent out. (auto) [EOD 01/04/00]
1/14/00	--	Final Decree Closing Estate. cm: trustee, debtor's attorney (cric) [EOD 01/14/00]
1/14/00	--	Case Closed. 20 Year Disposition. (cric) [EOD 01/14/00]
1/16/00	--	Courts BNC Certificate of Service Re: [0-0] Final Decree Order . # of Notices: 2 were sent out. (auto) [EOD 01/18/00]

### Report Criteria

Case Num: 99-27284  
 Filed between: 01/01/31 and 07/13/00

### End of Report

PACER Service Center			
Transaction Receipt			
07/13/2000 11:22:12			
PACER Login:	mu0011	Client Code:	
Description:	docket report	Case Number:	1999-27284
Billable Pages:	2	Cost:	0.14



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For information or comments, please contact [Pacer Service Center](#)

[PACER Home](#)

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

NO. 00-597-CD

Defendant(s)

DATED: July 5, 2000  
TO: Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

**IMPORTANT NOTICE**

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

LAWYER REFERRAL SERVICE  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Q  
O  
P  
L

Bank United of Texas, FSB : COURT OF COMMON PLEAS  
3200 S.W. Freeway, Suite 14 : CIVIL DIVISION  
Houston, TX 77027 : Clearfield County  
Plaintiff :  
v. : MORTGAGE FORECLOSURE  
Thomas F. Mattive, Jr. :  
27 Wedge Wood Gdns. : NO. 00-597.CD  
Selinsgrove, PA 17870 :  
Defendant(s) :  
.

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$67,565.84
Interest per Complaint	840.32
From 05/16/00 to 07/18/00	
Late charges per Complaint	45.02
From 06/15/00 to 07/18/00	
Escrow payment per Complaint	<u>228.92</u>
From 06/01/00 to 07/18/00	
 TOTAL	 <u>\$68,680.10</u>

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 8/4/00

*Mark J. Udren*

PRO PROTHY

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027  
Plaintiff

v.  
Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 00-597.CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF

:

SS

COUNTY OF

:

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Thomas F. Mattive, Jr.  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Name: MARK J. UDREN, ESQ.  
Title: ATTORNEY FOR PLAINTIFF  
Company:

Sworn to and subscribed  
before me this 18th day  
of July, 2000.

*Tara Lynn Mannino*  
Notary Public

TARA LYNN MANNINO  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/18/2003

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

COPY

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Plaintiff

MORTGAGE FORECLOSURE

v.

Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

NO. 00-597.CD

Defendant(s)

TO: THOMAS F. MATTIVE, JR.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

NOTICE

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

*Prothonotary*

Judgment by Default

Money Judgment

Judgment in Replevin

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-482-6900.

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB : COURT OF COMMON PLEAS  
3200 S.W. Freeway, Suite 14 : CIVIL DIVISION  
Houston, TX 77027 : Clearfield County  
Plaintiff :  
v. : MORTGAGE FORECLOSURE  
Thomas F. Mattive, Jr. :  
27 Wedge Wood Gdns. : NO. 00-597.CD  
Selinsgrove, PA 17870 :  
Defendant(s) :  
:

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

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From 05/16/00 to 07/18/00	
Late charges per Complaint	45.02
From 06/15/00 to 07/18/00	
Escrow payment per Complaint	<u>228.92</u>
From 06/01/00 to 07/18/00	
 TOTAL	 <u>\$68,680.10</u>

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 8/4/00



PRO PROTHY

**FILED**

AUG 04 1980  
1980-241 Atty Udean  
William A. Shaw  
Prothonotary  
pd \$20.00

Not. to D.O.  
Statement to

Atty Udean

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

BANK UNITED OF TEXAS

CONDU

Plaintiff(s)

No. 00-597-CD

vs.

THOMAS F. MATTIVE, JR.

Defendant(s)

Costs \$

Int. From

Entry \$20.00

Instrument Default Judgment

Date of Entry August 4, 2000

Expires August 4, 2005

Certified from the record this 4th day of August, 2000

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20 \_\_\_, of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary  
is authorized to enter Satisfaction on the same.

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

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Plaintiff

MORTGAGE FORECLOSURE

v.

Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

NO. 00-597.CD

Defendant(s)

**PRAECIPE FOR WRIT OF EXECUTION**

**TO THE SHERIFF:**

Issue Writ of Execution in the above matter:

Amount due \$68,680.10

Interest From July 19, 2000 \_\_\_\_\_  
to Date of Sale  
Per diem @\$13.13

(Costs to be added) \$ 194.00

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

AUG 04 2000

William A. Shaw  
Prothonotary

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

*COPY*

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Plaintiff

MORTGAGE FORECLOSURE

v.

Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

NO. 00-597.CD

Defendant(s)

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:

13 N. 5th Street  
Clearfield, PA 16830  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$68,680.10

Interest From July 19, 2000  
to Date of Sale  
Per diem @\$13.13

(Costs to be added) \$ 194.00

*Prothonotary*

By \_\_\_\_\_  
Clerk

Date August 4, 2000

COURT OF COMMON PLEAS  
NO. 00-597.CD

Bank United of Texas, FSB

vs.

Thomas F. Mattive, Jr.

WRIT OF EXECUTION

REAL DEBT \$ 68,680.10

INTEREST \$ \_\_\_\_\_  
from July 19, 2000 to

Date of Sale

Per diem @ \$13.13

COSTS PAID:  
PROTHY \$ \_\_\_\_\_

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY. \$ \_\_\_\_\_

FILED

AUG 24 2000  
m 245 (Act)  
William A. Shaw  
Prothonotary  
Under  
pd \$30.00  
EJ  
LW/its  
Short

ADDRESS WHERE PAPERS CAN BE SERVED:

27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES  
1040 NORTH KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NJ 08034  
(856) 482-6900

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.  
Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870  
Defendant(s)

NO. 00-597.CD

FILED

OCT 05 2000

William A. Shaw  
Prothonotary

**AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1**

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praeclipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.

2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".

3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".

4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: September 21, 2000

MARK J. UDREN & ASSOCIATES

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

Mark J. Udren, Esquire  
Attorney for Plaintiff

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 00-597.CD

v.  
Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

Defendant(s)

DATE: August 14, 2000

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY

OWNER(S): THOMAS F. MATTIVE, JR.

PROPERTY: 13 N. 5th Street  
Clearfield, PA 16830

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on October 6, 2000, at 10:00 AM, at the CLEARFIELD COUNTY COURTHOUSE, 230 EAST MARKET STREET CLEARFIELD PA Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT A

Name and  
Address  
Of Sender

LAW OFFICES  
MARK J. UDREN & ASSOCIATES  
1040 N. KINGS HIGHWAY



Affix stamp here if issued as  
certificate of mailing or for  
additional copies of this bill

**EXHIBIT A**

LAW OFFICES MARK J. UDREN & ASSOCIATES 1040 N. KINGS HIGHWAY SUITE 500 CHERRY HILL, NJ 08034			<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified				<input type="checkbox"/> Return Receipt for <input type="checkbox"/> Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail <input type="checkbox"/> Without postal insurance <input type="checkbox"/> With Postal Insurance				Postmark and Date of Receipt			
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge (If Regis.)	Act. Value If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks	
1	Mattive 0019761	Firstplus Financial, Inc. 1600 Viceroy, Ste 500, Dallas TX 75235												
2	Clearfield	Real Estate Tax Dept. 230 East Market St., Clearfield, PA 16830												
3	Alice D.	Domestic Relations Section 230 East Market St., Clearfield, PA 16830												
4		Commonwealth Of PA Dept. Of Revenue Bureau Of Compliance Dept. 280346, Harrisburg, PA 17128-0946												
5		Tenant/Occupants 13 N. 5 <sup>th</sup> St., Clearfield, PA 16830												
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
Total number of Pieces Received at Post Office			Postmaster, Per (Name of Receiving Employee)				Check appropriate block for Registered Mail: With Postal Insurance				Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
Listed by Sender														

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of non-negotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S911, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on International mail. Special handling charges apply only to third and forth class parcels.

PS Form 3877 February 1994 כבשאקי מון Form Must be Completed by Typewriter, Ink or Ball Point Pen

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank United of Texas, FSB  
3200 S.W. Freeway, Suite 14  
Houston, TX 77027

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Plaintiff

MORTGAGE FORECLOSURE

v.

Thomas F. Mattive, Jr.  
27 Wedge Wood Gdns.  
Selinsgrove, PA 17870

NO. 00-597.CD

Defendant(s)

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:

13 N. 5th Street  
Clearfield, PA 16830  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$68,680.10

Interest From July 19, 2000  
to Date of Sale  
Per diem @ \$13.13

(Costs to be added) \$ 194.00

By William J. Udren  
Clerk  
Prothonotary

RECEIVED AUG 4 2000

@ 3:52 PM

Chester H. Hawking  
by Sergeant H. Pitt

Date August 4, 2000

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10051

BANK UNITED OF TEXAS, FSB

00-597-CD

VS.

MATTIVE, THOMAS F., JR. EX

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, AUGUST 16, 2000, AT 11:15AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, OCTOBER 6, 2000, AT 10:00AM.**

**NOW, AUGUST 17, 2000, SHERIFF JOSEPH S. REIGLE, JR. OF SNYDER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON THOMAS F. MATTIVE, JR., DEFENDANT.**

**NOW, SEPTEMBER 5, 2000, RECEIVED AFFIDAVIT OF SERVICE FROM SNYDER COUNTY. AFTER REVIEWING AFFIDAVIT OF SERVICE FOUND THAT THERE WAS NO DATE OR TIME OF SERVICE INCLUDED IN THE RETURN. RETURNED AFFIDAVIT TO SNYDER COUNTY TO HAVE THE AFFIDAVIT CORRECTED.**

**NOW, SEPTEMBER 13, 2000, RECEIVED CORRECTED AFFIDAVIT FROM SNYDER COUNTY.**

**NOW, AUGUST 25, 2000, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON THOMAS A. MATTIVE, DEFENDANT, BY DEPUTIZING THE SHERIFF OF SNYDER COUNTY. THE RETURN OF SHERIFF REIGLE IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10051

BANK UNITED OF TEXAS, FSB

00-597-CD

VS.

MATTIVE, THOMAS F., JR. EX

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, OCTOBER 5, 2000, RECEIVED A FAX FROM FRANK FEDERMAN, ATTORNEY FOR THE PLAINTIFF THAT SALE IS TO BE POSTPONED UNTIL FRIDAY, NOVEMBER 3, 2000. LETTER TO FOLLOW.**

**NOW, OCTOBER 10, 2000, RECEIVED LETTER FROM FRANK FEDERMAN, ATTORNEY FOR THE PLAINTIFF THAT SALE IS TO BE POSTPONED UNTIL FRIDAY, NOVEMBER 3, 2000.**

**NOW, OCTOBER 6, 2000, IT WAS ANNOUNCED THAT SALE IS POSTPONED UNTIL FRIDAY, NOVEMBER 3, 2000, AT 10:00AM.**

**NOW, NOVEMBER 3, 2000, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR FORTY-ONE THOUSAND TWO HUNDRED SIXTY NINE DOLLARS (\$41,269.00) PLUS COSTS.**

**NOW, NOVEMBER 20, 2000, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR FORTY-ONE THOUSAND TWO HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$41,269.00) PLUS COSTS, PAID COSTS FROM ADVANCE AND MAKING REFUND OF UNUSED ADVANCE TO THE ATTORNEY, DEED WAS FILED THIS DATE.**

**SHERIFF HAWKINS \$181.95**

**SURCHARGE 20.00**

**PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10051

BANK UNITED OF TEXAS, FSB

00-597-CD

VS.

MATTIVE, THOMAS F., JR. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

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FILED

NOV 20 2000

011:40pm

William A. Shaw  
Prothonotary

CAS

So Answers,

*Chester Hawkins*  
by *Maryann H. Pitt*

Chester A. Hawkins  
Sheriff

Sworn to Before Me This

20th Day Of November, 2000

*William A. Shaw*

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

LAW OFFICES  
**MARK J. UDREN & ASSOCIATES**  
1040 NORTH KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NEW JERSEY 08034  
856 . 482 . 6900  
FAX: 856 . 482 . 1199

**MARK J. UDREN\***  
**STUART WINNEG\*\***  
**GAYL SPIVAK ORLOFF\*\*\***  
**HEIDI R. SPIVAK\*\*\***  
**CHRISTOPHER J. FOX\*\*\***  
**CORINA CANIZ\*\*\***  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED PA  
\*\*\*ADMITTED NJ, PA  
**TINA MARIE RICH**  
OFFICE ADMINISTRATOR

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

**PENNSYLVANIA OFFICE**  
24 NORTH MERION AVENUE  
SUITE 240  
BRYN MAWR, PA 19010  
215-568-9500  
215-568-1141 FAX

**PLEASE RESPOND TO NEW JERSEY OFFICE**

July 18, 2000

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Re: Bank United of Texas, FSB  
vs.  
Thomas F. Mattive, Jr.  
Clearfield County C.C.P. No. 00-597.CD

Dear Sir:

Please deputize the Sheriff of Snyder County to serve the defendant:

**THOMAS F. MATTIVE, JR. AT 27 WEDGE WOOD GARDENS, SELINSGROVE, PA**  
**17870**

Also post the property:

**13 NORTH 5TH STREET, CLEARFIELD, PA 16830**

**COPY**



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

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

DARLENE SHULTZ  
CHIEF DEPUTY

WAN LYN HAMM  
DEPUTY CLERK

MARGARET PUTT  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK UNITED OF TEXAS, FSB

NO. 00-597-CD

VS

ACTION: WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY

THOMAS F. MATTIVE, JR.

SERVE BY: SEPTEMBER 1, 2000

or

HEARING DATE:

\*\*\*\*\*

SERVE: THOMAS F. MATTIVE, JR.

ADDRESS: 27 Wedge Wood Gdns  
Selingsgrove, PA 17870

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of SNYDER County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 17th day of AUGUST 2000.

**COPY**

Respectfully,  
*Chester A. Hawkins*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY

9-5-00

Dennis,

I am returning your Affidavit of Service as there is no date or time of service in the return. Please include this information and return it to me as soon as possible.

MISC. DKT. BK. # 25  
PAGE # 067

URT OF COMMON PLEAS  
COUNTY, PENNSYLVANIA

THANK YOU,

814-765-2641 ext 1361

*Peggy*

*I kept the blind duck*

NO: 00-597-CD  
WRIT OF EXECUTION,  
NOTICE OF SHERIFF'S SALE  
and COPY OF LEVY

AFFIDAVIT OF SERVICE

I Dennis Troutman, Deputy Sheriff for Joseph S. Reigle, Jr., Sheriff of Snyder County, Pennsylvania, being duly sworn according to law deposes and returns I served a copy of the above described Writ of Execution, Notice of Sheriff's Sale and Copy of Levy, upon the above named defendant, Thomas F. Mattive, at by personally handing to Freddeswinda Mattive, wife and adult person in charge of the residence at the time of service a true and correct copy of the above described Writ of Execution, Notice of Sheriff's Sale and Copy of Levy at the defendants residence 27 Wedgwood Gardens, Selinsgrove, Snyder County, Pennsylvania. And made known to Freddeswinda Mattive the contents of the same.

SO ANSWERS  
JOSEPH S. REIGLE, JR., SHERIFF  
SNYDER COUNTY, PA.

BY: *Dennis Troutman*  
DEPUTY DENNIS TROUTMAN

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF SNYDER SS:  
SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 28 DAY OF Aug, 2000

*Cheresa J. Berger*

PROTHONOTARY

*Jean M. Faure, Deputy*

MY COMMISSION EXPIRES FIRST MON. JAN 2004

DEPUTATION BY: SHERIFF OF CLEARFIELD COUNTY, PA.

SNYDER COUNTY SHERIFF'S FEES:

Docketing, Service, Etc.	\$ 30.00
Mileage	7.00
Notary	3.00
<b>TOTAL</b>	<b>\$ 40.00</b>

Deposit: \$ 75.00 Receipt #7159  
Refund \$35.00 Check # 405

**PAID**

*COPY*

**Sheriff Of Snyder County**

JOSEPH S. REIGLE, JR., SHERIFF  
12 SOUTH MAIN STREET  
MIDDLEBURG, PA 17842

SWINEFORD NATIONAL BANK  
MIDDLEBURG, PA 17842

0405

60-1362/313

08/28/2000

PAY

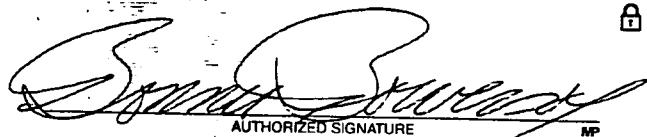
TO THE **Mark Undren & Assoc.**

ORDER OF

Thirty-Five and no/100\*\*\*\*\* DOLLARS

\$ \*\*\*\*\*35.00

**Mark Undren & Assoc.**



JOSEPH S. REIGLE  
AUTHORIZED SIGNATURE  
MP

MEMO #00-597-CD Mattive Bk.25/b7

0000405 0313136271 000334821

**Sheriff Of Snyder County**

**Mark Undren & Assoc.**

refund : service deposit

08/28/2000 0405

**COPY**

Checking Acct. 200#00-597-CD Mattive Bk.25/b7

\*\*\*\*\*35.00

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIABANK UNITED OF TEXAS, FSB  
VS

THOMAS F. MATTIVE, JR.

NO: 00-597-CD  
WRIT OF EXECUTION,  
NOTICE OF SHERIFF'S SALE  
and COPY OF LEVYAMENDED AFFIDAVIT OF SERVICE

I Dennis Troutman, Deputy Sheriff for Joseph S. Reigle, Jr., Sheriff of Snyder County, Pennsylvania, being duly sworn according to law deposes and returns I served a copy of the above described Writ of Execution, Notice of Sheriff's Sale and Copy of Levy, upon the above named defendant, Thomas F. Mattive, on August 25, 2000 at 10:10 A.M. by personally handing to Freddeswinda Mattive, wife and adult person in charge of the residence at the time of service a true and correct copy of the above described Writ of Execution, Notice of Sheriff's Sale and Copy of Levy at the defendants residence 27 Wedgwood Gardens, Selinsgrove, Snyder County, Pennsylvania. And made known to Freddeswinda Mattive the contents of the same.

SO ANSWERS  
JOSEPH S. REIGLE, JR., SHERIFF  
SNYDER COUNTY, PA.

BY: Dennis Troutman  
DEPUTY DENNIS TROUTMAN

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF SNYDER SS:  
SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 11 DAY OF Sept 2000

Theresa J. Berger  
PROTHONOTARY  
Jean M. Faure, Deputy

MY COMMISSION EXPIRES FIRST MON. JAN 2004

DEPUTATION BY: SHERIFF OF CLEARFIELD COUNTY, PA.

SNYDER COUNTY SHERIFF'S FEES:  
Docketing , Service, Etc. \$ 30.00  
Mileage 7.00  
Notary 3.00  
TOTAL: \$ 40.00

Deposit : \$ 75.00 Receipt #7159  
Refund \$35.00 Check #

**COPY**

LAW OFFICES  
**MARK J. UDREN & ASSOCIATES**  
1040 NORTH KINGS HIGHWAY  
SUITE 500

MARK J. UDREN\*  
STUART WINNEG\*\*  
GAYL SPIVAK ORLOFF\*\*\*  
HEIDI R. SPIVAK\*\*\*  
CHRISTOPHER J. FOX\*\*\*  
CORINA CANIZZ\*\*\*  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED PA  
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TINA MARIE RICH  
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PENNSYLVANIA OFFICE  
24 NORTH MERION AVENUE  
SUITE 240  
BRYN MAWR, PA 19010  
215-568-9500  
215-568-1141 FAX

**FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL**

**PLEASE RESPOND TO NEW JERSEY OFFICE**

October 4, 2000

Sent via telefax #814-765-6089  
and Regular Mail

Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
ATTN: Peggy

10-4  
10-10-00

Re: Bank United of Texas, FSB  
vs.  
Thomas F. Mattive, Jr.  
Clearfield County C.C.P. No. 00-597.CD  
Premises: 13 N. 5th Street, Clearfield, PA 16830  
SS Date: October 6, 2000

Dear Peggy:

Please Postpone the Sheriff's Sale scheduled for October 6, 2000  
to November 3, 2000.

Sale is Postponed for the following reason:

To Allow Time For Publication.

Thank you for your attention to this matter.

Sincerely yours,

Mark J. Udren  
MARK J. UDREN & ASSOCIATES  
/atd

LAW OFFICES  
**MARK J. UDREN & ASSOCIATES**  
1040 NORTH KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NEW JERSEY 08034  
856. 482. 6900  
FAX: 856. 482. 1199

MARK J. UDREN\*  
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CORINA CANIZ\*\*\*  
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\*\*ADMITTED PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

**FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL**

PENNSYLVANIA OFFICE  
24 NORTH MERION AVENUE  
SUITE 240  
BRYN MAWR, PA 19010  
215-568-9500  
215-568-1141 FAX

PLEASE RESPOND TO NEW JERSEY OFFICE

November 6, 2000

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

RE: Bank United of Texas, FSB  
vs.  
Thomas F. Mattive, Jr.  
Property: 13 N. 5th Street  
Clearfield, PA 16830  
Clearfield County C.C.P. No.: 00-597.CD  
Sheriff's Sale Date: 11/3/2000

Dear Sir or Madam:

As attorney on the Writ, we are assigning the bid and requesting the DEED be recorded in the name of **Secretary of Veteran Affairs, an officer of the United States of America, its successors and assigns at law, 1000 Liberty Avenue, Pittsburgh, PA 15222.**

Enclosed please find two original Realty Transfer Tax Statement of Value forms.

Thank you in advance for your kind assistance in this matter and as always, if you have any questions please feel free to contact me.

Sincerely,

  
Paula Smith  
Legal Assistant

Enclosure

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

NOW, NOVEMBER 6, 2000

hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 3rd day of NOVEMBER 2000, I exposed the within described real estate of THOMAS F. MATTIVE, JR.

to public vendue or outcry at which time and place I sold the same to UNITED BANK OF TEXAS, FSB

he being the highest bidder, for the sum of \$ 41,269.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	1.00
LEVY	15.00
MILEAGE	1.00
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	.99 + 3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	5.00
ADD'L MILEAGE	
BID	1.00
RETURNS/DEPUTIZE	9.00
COPIES	5.00
TOTAL SHERIFF COSTS \$ 181.95	

DEED COSTS:

REG & REC	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	—
TOTAL DEED COSTS	20.50

DEBT & INTEREST:

AMOUNT DUE	\$ 68,680.10
INTEREST from July 19, 2000	
to date of sale	
per diem	@\$13.13
TOTAL	\$ 68,680.10
<u>COSTS:</u>	
ATTORNEY FEES	\$ —
PRO. SATISFACTION	—
ADVERTISING	215.22
LATE CHARGE & FEES	—
TAXES-Collector	—
TAXES-Tax Claim	—
LIST OF LIENS	200.00
MORTGAGE SEARCH	80.00
COSTS	\$ 194.00
DEED COSTS	20.50
ATTORNEY COMMISSION	—
SHERIFF COST	181.95
LATE FEES	—
LEGAL JOURNAL	76.50
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	—
TOTAL	\$ 962.17

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE

UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS  
FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

0405

## Sheriff Of Snyder County

JOSEPH S. REIGLE, JR., SHERIFF  
 12 SOUTH MAIN STREET  
 MIDDLEBURG, PA 17842

SWINEFORD NATIONAL BANK  
 MIDDLEBURG, PA 17842

60-1362/313

08/28/2000

PAY

TO THE Mark Undren & Assoc.  
 ORDER OF

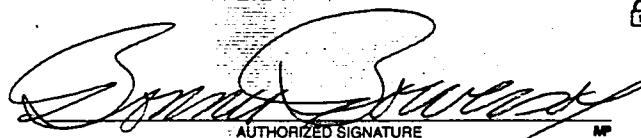
Thirty-Five and no/100\*\*\*\*\* DOLLARS

Mark Undren &amp; Assoc.

\$ \*\*\*\*\*35.00

MEMO #00-597-CD Mattive Bk.25/b7

AUTHORIZED SIGNATURE



10000405 10313136271 000334821

RECEIVED FROM	Mark Undren & Assoc		\$ 7500
AMOUNT	Seventy-Five 00/100		DOLLARS
FOR	SINCE INVOICED 00-597 Mattive		
PREVIOUS BALANCE	7500		
THIS PAYMENT	7500		
BALANCE DUE			

DATE 8-24-2000

TO OUR DEBTOR THANK YOU



240016

COPY