

00-622-CD  
NORWEST BANK MINNESOTA, N.A. -vs- MATTHEW H. WICKER et al

①  
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

④ Norwest Bank Minnesota, N.A., as Trustee, Without Recourse  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff  
v.  
④ Matthew H. Wicker<sup>⑥4</sup>  
a/k/a Mathew H. Wicker  
④ Brenda L. Wicker<sup>④</sup>  
P.O. Box 60  
Ramey, PA 16671  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
NO. 00-622-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 Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

FILED

MAY 25 2000

William A. Shaw  
Prothonotary

#002009

**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 Lawyer Referral Service  
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: Option One Mortgage Corporation

Assignee: Norwest Bank Minnesota, N.A., as Trustee, Without Recourse

Recording Date: LODGED FOR RECORDING Book: Page:

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: Mariam Street, Route 253

MUNICIPALITY/TOWNSHIP/BOROUGH: Ramey Borough

COUNTY: Clearfield

DATE EXECUTED: 10/18/99

DATE RECORDED: 11/19/99 INSTR NO.: 199919154

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 5/18/00:

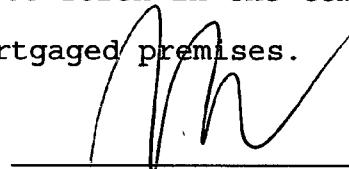
Principal of debt due and unpaid	\$19,984.74
Interest at 13.75% from 12/1/99 to 5/18/00 (the per diem interest accruing on this debt is \$7.53 and that sum should be added each day after 5/18/00)	1,280.10
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance) (The monthly escrow on this account is \$55.57 and that sum should be added on the first of each month after 5/18/00)	(39.38)
Late Charges (monthly late charge of \$13.96 should be added on the fifteenth of each month after 5/18/00)	69.90
Other Fees	19.70
Attorneys Fees (anticipated and actual to 5% of principal)	<u>999.24</u>
<b>TOTAL</b>	<b>\$22,844.30</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 \$22,844.30, plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THOSE CERTAIN PIECE OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH,  
CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF:

BEGINNING AT A POINT ON TOWNSHIP ROAD LEADING TO HOUTZDALE; THENCE NORTH 37  
DEGREES 30 MINUTES WEST, SEVENTY-NINE (79) FEET TO A POINT; THENCE NORTH 11  
DEGREES 30 MINUTES EAST, TWO HUNDRED FORTY-SEVEN (247) FEET TO A POST; THENCE  
NORTH 14 DEGREES 55 MINUTES EAST, SEVENTY-TWO (72) FEET; THENCE BY LINE OF  
TOWNSHIP ROAD 14 DEGREES WEST, FIVE HUNDRED TWENTY-FIVE (525) FEET TO THE  
PLACE OF BEGINNING.

CONTAINING ONE (1) ACRE MORE OR LESS.

THE SECOND THEREOF:

BEGINNING AT A POST ON NORTH SIDE OF (FRONT) STREET LEADING TO TOUTZDALE AT  
THE POINT OF INTERSECTION WITH RIGHT-OF-WAY OF PITTSBURGH & SUSQUEHANNA  
RAILROAD CO. (A. & P.C.); THENCE ALONG SAID STREET NORTH 25 DEGREES 36  
MINUTES EAST, TWO HUNDRED THIRTY-EIGHT (238) FEET TO A POST; THENCE NORTH 39  
DEGREES 30 MINUTES WEST, NINETY-THREE (93) FEET TO A POST ON RIGHT-OF-WAY  
AFORESAID; AND THENCE ALONG SAID RIGHT OF WAY AFORESAID; THENCE ALONG SAID  
RIGHT-OF-WAY SOUTH 8 DEGREES 42 MINUTES EAST, TWO HUNDRED EIGHTY-NINE (289)  
FEET TO A POST AND PLACE OF BEGINNING. CONTAINING .23 ACRES, MORE OR LESS.

BEING COUNTY PARCEL NUMBER 17-L15-38.



March 07, 2000

Matthew H Wicker  
 Brenda L Wicker  
 P.o. Box 60  
 Ramey, PA 16671

Homeowners Name: Matthew H Wicker  
 Brenda L Wicker  
 Property Address: Mariam Street R, Ramey PA 16671  
 Loan Account No.: 219928-9  
 Original Lender: OPTION ONE  
 Current Lender/Servicer: Option One Mortgage Corporation

**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 designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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.**

OP171

**EXHIBIT A**





Re: Loan No. 219928-9

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

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

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

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

OP171





Re: Loan No. 219928-9

\*\*\*\*\*  
 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:  
 Mariam Street R, Ramey PA 16671  
 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:

(a) Monthly payments: 2 MONTHS @ \$ 288.59  
 1 MONTHS @ \$ 288.59

(b) Previous late charges;	\$ 865.77
(c) Other charges; Escrow, Inspection, NSF checks	\$ 27.96
(d) Other provisions of the mortgage obligation, if any	\$
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$

\$ 893.73

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 \$893.73, 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 send to:

Option One Mortgage Corporation  
 3 Ada  
 Irvine, Ca. 92618

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.)

OP172



**OPTION  
ONE**  
MORTGAGE CORPORATION

Re: Loan No. 219928-9

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt.

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately (7) SEVEN 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.

OP173





Re: Loan No. 219928-9

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
 Address: 3 Ada  
 Address: Irvine, CA. 92618  
 Phone Number: 800-326-1500, Ext. 8004  
 Fax Number: 949-790-8182  
 Contact Person: ALIN YBARRA EXT 8133

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

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

YOU MAY ALSO HAVE THE RIGHT TO:

\* 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 CURED 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.

OPI74



755 York Rd, Suite 103  
 Warminster PA 18974  
 (215) 444-9429  
 FAX (215) 956-6344

### CLARION COUNTY

CCCS of Western Pennsylvania, Inc.  
 YMCA Building  
 339 North Washington Street  
 Butler, PA 16001  
 (412) 282-7812

### CLEARFIELD COUNTY

Keystone Economic Development Corporation  
 1954 Mary Grace Lane  
 Johnstown, PA 15901  
 (814) 535-6556  
 FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.  
 217 E. Plank Road  
 Altoona PA 16602  
 (814) 944-8100  
 FAX (814) 944-5747

CCCS of Western PA  
 219-A College Park Plaza  
 Johnstown PA 15904  
 (814) 539-6335

Indiana Co. Community Action Program  
 827 Water Street, Box 187  
 Indiana, PA 15701  
 (724) 465-2657  
 FAX (412) 465-5118

CCCS of Northeastern PA  
 1631 S Atherton St., Suite 100  
 State College, PA 16801  
 (814) 238-3668  
 FAX (814) 238-3669

### CLINTON COUNTY

Lycoming-Clinton Counties  
 Commission For Community Action (STEP)  
 2138 Lincoln Street  
 P.O. Box 1328  
 Williamsport, PA 17703  
 (570) 326-0587  
 FAX (570) 322-2197

CCCS of Northeastern PA  
 1631 S Atherton St., Suite 100  
 State College, PA 16801  
 (814) 238-3668  
 FAX (814) 238-3669

CCCS of Northeastern PA  
 201 Basin Street  
 Williamsport, PA 17703  
 (570) 323-6627  
 FAX (570) 323-6626

Z 145 513 663

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to		2199289
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

Z 145 513 664

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to		2199289
Street & Number		
Post Office, State, & ZIP Code		
Postage		\$
Certified Fee		
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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

Z 145 513 665

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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

Z 145 513 662

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

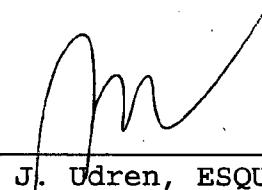
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Sent to		2199289
Street & Number		
Post Office, State, & ZIP Code		
Postage		\$
Certified Fee		
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		
Return Receipt Showing to Whom, Date, & Addressee's Address		
TOTAL Postage & Fees		\$
Postmark or Date		

PS Form 3800, April 1995

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.

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

FILED

*Recd*  
MAY 25 2000 Atty Uden Rd \$80.00  
MAGGIE C. SHAW  
William A. Shaw  
Prothonotary

MARK J. UDREN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORWEST BANK MINNESOTA

00-622-CD

VS

WICKER, MATTHEW H. A/K/A

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JUNE 7, 2000 AT 10:24 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON MATTHEW H. WICKER A/K/A MATHEW H.  
WICKER, DEFENDANT AT RAMEY POST OFFICE, RAMEY, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO MATTHEW H. WICKER A TRUE  
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW JUNE 7, 2000 AT 10:24 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON BRENDA L. WICKER, DEFENDANT AT  
RAMEY POST OFFICE, RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO BRENDA L. WICKER A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO  
HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

78.60 SHFF. HAWKINS PAID BY: ATTY  
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

28th DAY OF JUNE 2000  
William A. Shaw

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Harris*  
CHESTER A. HAWKINS  
SHERIFF

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

FILED

JUN 28 2000

William A. Shaw  
Prothonotary

*gab*

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04032  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

(14) Norwest Bank Minnesota, N.A., as Trustee, Without Recourse P.O. Box 57038 Irvine, CA 92619-7038 Plaintiff v. Matthew H. Wicker a/k/a Mathew H. Wicker Brenda L. Wicker P.O. Box 60 Ramey, PA 16671 Defendant(s) : COURT OF COMMON PLEAS : CIVIL DIVISION : Clearfield County : NO. 00-622-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above DISCONTINUED WITHOUT PREJUDICE,  
upon payment of your costs only.



Mark J. Udren, Esquire  
Mark J. Udren & Associates  
Attorney for Plaintiff

DATED: October 24, 2000

**FILED**

DEC 13 2000

William A. Shaw  
Prothonotary

**FILED**

DEC 13 2000  
MILLIN  
Cent. Dist. Atty  
William A. Shaw  
Prothonotary  
Under

Copy to A Kay

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Norwest Bank, Minnesota  
Plaintiff(s)

COPY<sup>7</sup>

Vs.

No. 00-622-CD

Matthew H. Wicker a/k/a Mathew  
H. Wicker and Brenda L. Wicker  
Defendant(s)

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County  
and Commonwealth aforesaid do hereby certify that the above case was this day, the  
13th of December A.D. 2000, marked:

Discontinued without prejudice.

Record costs in the sum of \$178.60 have been paid in full by Mark J. Udren, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at  
Clearfield, Clearfield County, Pennsylvania this 13th day of December A.D. 2000.

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Prothonotary