

01-1477-CD
MANUFACTURERS AND TRADERS TRUST COMPANY -vs- BLAIN PATTERSON et al

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/4/99
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

TERM

Plaintiff
v.

NO. 01-477-CO

CLEARFIELD COUNTY

BLAIN PATTERSON,
A/K/A BLAIN R. PATTERSON
KATHY PATTERSON,
A/K/A KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA MILLS, PA 16666

FILED

APR 05 2001

William A. Shaw
Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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.

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

1. Plaintiff is

MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/4/99
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

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

BLAIN PATTERSON,
A/K/A BLAIN R. PATTERSON
KATHY PATTERSON,
A/K/A KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA MILLS, PA 16666

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

3. On 12/19/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CONTIMORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 19980, Page 741. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/24/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$39,906.34
Interest	1,368.69
11/24/00 through 4/1/01	
(Per Diem \$10.61)	
Attorney's Fees	800.00
Cumulative Late Charges	58.71
12/19/98 to 4/1/01	
Cost of Suit and Title Search	550.00
Subtotal	\$42,683.74
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
TOTAL	\$42,683.74

7. The attorney's fees 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.

8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
- Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$42,683.74, together with interest from 4/1/01 at the rate of \$10.61 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Fairbanks Capital Corp.
PO BOX 65250
SALT LAKE CITY UT 84165

TELEWIRE®
ELECTRONIC MESSAGE

Printed & Mailed on behalf of Sender by Telewire, Maplewood NJ 07040-0189

FEBRUARY 23, 2001

050011 P 921 203522

X 014040

BLAIN PATTERSON
KATHY PATTERSON
314 PRUNNER ST
OSCEOLA MILLS PA 16666-1131

RE: Loan No. 2074366523
FROM: Fairbanks Capital Corp.

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 a representative of this lender, or with one of the consumer credit counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR IN 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 from the Homeowner's Emergency Mortgage Assistance Program. 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.



2074366523CC013M

TELEWIRE

ELECTRONIC MESSAGE

Printed & Mailed on behalf of Sender by Telewire, Maplewood NJ 07040-0189

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

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

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

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

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

NATURE OF THE DEFAULT –

The Mortgage debt held by the above lender on your property located at:

314 PRUNNER ST
OSCEOLA MILLS PA 16666

IS SERIOUSLY IN DEFAULT because:

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

Total Payments Due:	\$782.66
Late Charges:	\$39.14
Recoverable Borrower Fees:	\$10.50
Escrow Advances:	\$0.00
Other Fees:	\$0.00
Less Amount Suspended:	\$0.00
Total Amount of Delinquency	\$832.30

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, AS NOTED ABOVE, TOGETHER WITH 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:

The Loan Servicing Center
Remittance Processing
P.O. Box 410453
Salt Lake City, UT 84141-0453

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

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

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

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 may 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 matter 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 six (6) months after the date of this notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

NAME OF LENDER: Fairbanks Capital Corp.
ADDRESS: P.O. Box 65250
SALT LAKE CITY, UT 84165-0250
PHONE NUMBER: (888) 818-6032
FAX NUMBER: (801) 293-2600
CONTACT PERSON: Joshua Jorgensen

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 (with lender's written consent) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TELEWIRE®

ELECTRONIC MESSAGE

Printed & Mailed on behalf of Sender by Telewire, Maplewood NJ 07040-0189

- 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.

WE WOULD ENCOURAGE YOU TO CONTACT YOUR REPRESENTATIVE NAMED ABOVE TO DISCUSS OPTIONS TO AVOID FORECLOSURE. PLEASE CONTACT US AT (888) 818-6032.

Enclosure-PHFA Homeowner's Emergency Mortgage Assistance Program Consumer Credit Counseling Agencies

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 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 ASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
(REV. 8/00)**

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley(Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

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

CLARION COUNTY

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

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

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

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

Legal Descriptions: All that certain property situated in the BOROUGH OF OSCEOLA MILLS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 16-013-380-112 and being more fully described in a deed dated 05/07/1996, and recorded 05/09/1996, among the land records of the county and state set forth above, in Deed Book 1756, page 554.

PREMISES: 314 PRUNNER STREET

VERIFICATION

JOHN SHELLEY hereby states that he is FORECLOSURE MANAGER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "John Shelley", is written over a horizontal line.

DATE: 4/2/01

FILED

APR 05 2001
3:45 P.M.
William A. Shaw
Prothonotary

Edelman
Pd. \$80.00
JCC Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10868

MANUFACTURERS AND TRADERS TRUST COMPANY

01-477-CD

VS.

PATTERSON, BLAIN a/k/a BLAIN R. PATTERSON al

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 4, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE

"NOT SERVED, TIME EXPIRED" AS TO BLAIN PATTERSON a/k/a BLAIN R.

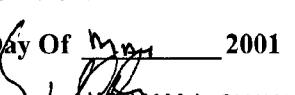
PATTERSON and KATHY PATTERSON a/k/a KATHY J. PATTERSON, DEFENDANTS.

NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
19.00	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY:

Sworn to Before Me This

4th Day Of May 2001

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

So Answers,


Chester A. Hawkins
Sheriff

FILED

MAY 04 2001

0/2/01

William A. Shaw 
Prothonotary

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
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AGREEMENT DATED 3/4/99
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

Plaintiff

TERM

NO. 01-477-CO

CLEARFIELD COUNTY

BLAIN PATTERSON,
A/K/A BLAIN R. PATTERSON
KATHY PATTERSON.
A/K/A KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA MILLS, PA 16666

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

APR 05 2001

Defendant(s)

Attest.

William L. Thom
Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

Loan #. 2074366523

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

1. Plaintiff is

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TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/4/99
3815 SOUTHWEST TEMPLE
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2. The name(s) and last known address(es) of the Defendant(s) are:

BLAIN PATTERSON,
A/K/A BLAIN R. PATTERSON
KATHY PATTERSON,
A/K/A KATHY J. PATTERSON
314 PRUNNER STREET
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3. On 12/19/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CONTIMORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 19980, Page 741. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
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/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Fairbanks Capital Corp.
PO BOX 65250
SALT LAKE CITY UT 84165



Printed & Mailed on behalf of Sender by Telewire, Maplewood NJ 07040-0189

FEBRUARY 23, 2001

050011 P 921 203522

X 014040

BLAIN PATTERSON
KATHY PATTERSON
314 PRUNNER ST
OSCEOLA MILLS PA 16666-1131

RE: Loan No. 2074366523
FROM: Fairbanks Capital Corp.

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 a representative of this lender, or with one of the consumer credit counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR IN 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 from the Homeowner's Emergency Mortgage Assistance Program. 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.



2074366523CC013M

EXHIBIT A

TELEWIRE

ELECTRONIC MESSAGE

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

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

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

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

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

NATURE OF THE DEFAULT -

The Mortgage debt held by the above lender on your property located at:

314 PRUNNER ST
OSCEOLA MILLS PA 16666

IS SERIOUSLY IN DEFAULT because:

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

Total Payments Due:	\$782.66
Late Charges:	\$39.14
Recoverable Borrower Fees:	\$10.50
Escrow Advances:	\$0.00
Other Fees:	\$0.00
Less Amount Suspended:	\$0.00
Total Amount of Delinquency	\$832.30

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, AS NOTED ABOVE, TOGETHER WITH 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:

The Loan Servicing Center
Remittance Processing
P.O. Box 410453
Salt Lake City, UT 84141-0453

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

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

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

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 may 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 matter 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 six (6) months after the date of this notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

NAME OF LENDER: Fairbanks Capital Corp.
ADDRESS: P.O. Box 65250
SALT LAKE CITY, UT 84165-0250
PHONE NUMBER: (888) 818-6032
FAX NUMBER: (801) 293-2600
CONTACT PERSON: Joshua Jorgensen

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 (with lender's written consent) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

3
EXHIBIT A

- 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.

**WE WOULD ENCOURAGE YOU TO CONTACT YOUR REPRESENTATIVE NAMED ABOVE TO
DISCUSS OPTIONS TO AVOID FORECLOSURE. PLEASE CONTACT US AT (888) 818-6032.**

Enclosure-PHFA Homeowner's Emergency Mortgage Assistance Program Consumer Credit Counseling Agencies

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 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 ASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
(REV. 8/00)**

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX 610) 444-3682

Philadelphia Council For Community Adv
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-3941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX 215) 744-2912

CCCS of Delaware Valley (Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

144 E. Dekaib Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9429 FAX (215) 956-0344

CLARION COUNTY

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

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

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

CCCS of Northeastern PA
1631 South Atherton St., Suite 111
State College, PA 16801
(814) 238-3663 FAX 814) 238-3669

Legal Descriptions: All that certain property situated in the BOROUGH OF OSCEOLA MILLS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 16-013-380-112 and being more fully described in a deed dated 05/07/1996, and recorded 05/09/1996, among the land records of the county and state set forth above, in Deed Book 1756, page 554.

PREMISES: 314 PRUNNER STREET

VERIFICATION

JOHN SHELLEY hereby states that he is FORECLOSURE MANAGER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



DATE: 4/20/01

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/4/99
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

Plaintiff

TERM

NO. 01-477-CO

CLEARFIELD COUNTY

BLAIN PATTERSON,
A/K/A BLAIN R. PATTERSON
KATHY PATTERSON,
A/K/A KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA MILLS, PA 16666

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

APR 05 2001

Defendant(s)

Attest.

William L. Shan
Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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.

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

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

1. Plaintiff is

MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/4/99
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

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

BLAIN PATTERSON,
A/K/A BLAIN R. PATTERSON
KATHY PATTERSON,
A/K/A KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA MILLS, PA 16666

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

3. On 12/19/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CONTIMORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 19980, Page 741. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/24/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$39,906.34
Interest	1,368.69
11/24/00 through 4/1/01	
(Per Diem \$10.61)	
Attorney's Fees	800.00
Cumulative Late Charges	58.71
12/19/98 to 4/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$42,683.74
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$42,683.74

7. The attorney's fees 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.

8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
- (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$42,683.74, together with interest from 4/1/01 at the rate of \$10.61 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Fairbanks Capital Corp.
PO BOX 65250
SALT LAKE CITY UT 84165

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SALT LAKE CITY, UT 84165-0250
PHONE NUMBER: (888) 818-6032
FAX NUMBER: (801) 293-2600
CONTACT PERSON: Joshua Jorgensen

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 (with lender's written consent) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

EXHIBIT A

TELEWIRE

ELECTRONIC MESSAGE

Printed & Mailed on behalf of Sender by Telewire, Maplewood NJ 07040-9189

- 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.

WE WOULD ENCOURAGE YOU TO CONTACT YOUR REPRESENTATIVE NAMED ABOVE TO DISCUSS OPTIONS TO AVOID FORECLOSURE. PLEASE CONTACT US AT (888) 818-6032.

Enclosure-PHFA Homeowner's Emergency Mortgage Assistance Program Consumer Credit Counseling Agencies

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 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 ASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT A

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
(REV. 8/00)**

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

American Credit Counseling Institute

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

144 E. Dekaib Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-3665 FAX 563-7020

Community Housing Counseling, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3632

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-4941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2912

CCCS of Delaware Valley (Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-3665

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

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6356 FAX (814) 539-1688

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

Indiana Co. Community Action Program
327 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657 FAX (724) 465-5113

CCCS of Northeastern PA
1631 South Atherton St., Suite 100
State College, PA 16801
(814) 238-3663 FAX (814) 238-3669

Legal Descriptions: All that certain property situated in the BOROUGH OF OSCEOLA MILLS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 16-013-380-112 and being more fully described in a deed dated 05/07/1996, and recorded 05/09/1996, among the land records of the county and state set forth above, in Deed Book 1756, page 554.

PREMISES: 314 PRUNNER STREET

VERIFICATION

JOHN SHELLEY hereby states that he is FORECLOSURE MANAGER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



DATE: 4/2/01

FEDERMAN AND PHELAN, LLP
By: Frank Federman, Esquire
Atty. I.D. No.: 12248
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

**MANUFACTURERS AND TRADERS TRUST
COMPANY, TRUSTEE FOR SECURITIZATION
SERIES 1999-1, AGREEMENT DATED 3/4/99**

Plaintiff

Court of Common Pleas
CLEARFIELD County
No. 01-477-CD

vs.

**BLAIN PATTERSON, A/K/A BLAIN R. PATTERSON
KATHY PATTERSON, A/K/A KATHY J. PATTERSON**

Defendant(s)

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,
AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

7-16-01

Date

Frank Federman

Frank Federman
Attorney for Plaintiff

FILED

JUL 20 2001

William A. Shaw
Prothonotary

FILED

3-58
JUL 20 2001

William A. Shaw
Prothonotary

cc- DHy
Federman
\$7.00 - Feder
PC to CA
Copy GRS

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Manufacturers and Traders Trust Company

Vs. No. 2001-00477-CD
Blain Patterson
Kathy Patterson

CERTIFICATE OF DISCONTINUATION

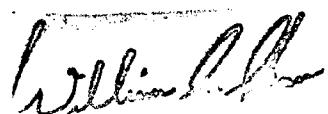
Commonwealth of PA
County of Clearfield

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 on 7/20/01, marked:

Discontinue and Withdraw Without Prejudice.

Record costs in the sum of \$80.00 have been paid in full by Frank Federman.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of July A.D. 2001.



William A. Shaw, Prothonotary