

01-1122-CD  
BANK OF NEW YORK et al -vs- DONALD B. COLDIRON et al

**GOLDBECK McCAFFERTY & McKEEVER**

**BY: JOSEPH A. GOLDBECK, JR.**  
**ATTORNEY I.D. #16132**  
**SUITE 500 – THE BOURSE BLDG.**  
**111 S. INDEPENDENCE MALL EAST**  
**PHILADELPHIA, PA 19106**  
**(215) 627-1322**  
**ATTORNEY FOR PLAINTIFF**

01-1122-CD

THE BANK OF NEW YORK AS CO-TRUSTEE  
UNDER THE POOLING & SERVICING  
AGREEMENT DATED AS OF JULY 31, 1998 SERIES  
1998-B C/O ROSICKI ROSICKI & ASSOCIATES P.C.  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

DONALD B. COLDIRON  
PATRICIA A. COLDIRON - Pers Reps of Estate  
Michael J. Coldiron  
**Mortgagor(s) and Real Owner(s)**

209 B Frenchville Road  
Frenchville, PA 16836

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim 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.

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**FILED**

JUL 12 2001

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

William A. Shaw  
Prothonotary

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF JULY 31, 1998 SERIES 1998-B C/O ROSICKI ROSICKI & ASSOCIATES P.C., One Old Country Road, Suite 429 Carle Place, NY 11514.
2. The name(s) and address(es) of the Defendant(s) is/are DONALD B. COLDIRON, 108 Saginaw Road, Lincoln University, PA 19352 and PATRICIA A. COLDIRON - Pers Reps of Estate Michael J. Coldiron, 108 Saginaw Road, Lincoln University, PA 19352, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On July 13, 1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TMS MORTGAGE INC. D/B/A THE MONEY STORE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Document #199911141. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to:

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF JULY 31, 1998 SERIES 1998-B C/O ROSICKI ROSICKI & ASSOCIATES P.C. by Assignment of Mortgage, which assignment is lodged for recording. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due February 01, 2001, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$32,404.43
Interest from 01/01/2001	\$1,878.31
through 07/31/2001 at 9.9900%	
Per Diem interest rate at \$8.86	
Attorney's Fee at 5.0% of Principal Balance	\$1,620.22
Late Charges from 02/01/2001 to 07/31/2001	\$115.02
Monthly late charge amount at \$19.17	
Costs of suit and Title Search	\$560.00
Escrow	\$36,577.98
Monthly Escrow amount \$0.00	\$0.00
	<hr/>
	\$36,577.98

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 based on work actually performed.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$36,577.98, together with interest at the rate of \$8.86, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: \_\_\_\_\_

  
**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Dave Holt, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 05/11/01



EXHIBIT A

ALL THAT CERTAIN PARCEL OF LAND, SITUATED IN THE TOWNSHIP OF COVINGTON, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIDE OF PENNSYLVANIA STATE HIGHWAY, ROUTE NO. 879, AT THE ROAD LEADING TO THE ST. MARY'S CATHOLIC CHURCH; THENCE NORTHERLY WITH THE SAID ROAD TO THE LANDS OF THE CONGREGATION OF THE SAID CHURCH; THENCE WESTERLY WITH THE LANDS OF THE SAID CHURCH TO A TOWNSHIP ROAD LEADING TO THE BILLOTTE SETTLEMENT; THENCE SOUTHERLY WITH THE SAID ROAD TO THE STATE HIGHWAY, ROUTE 879; THENCE EASTERLY WITH THE STATE HIGHWAY TO THE ROAD LEADING TO THE CHURCH AND PLACE OF BEGINNING. CONTAINING THREE LOTS AS DESIGNATED IN PREVIOUS DEEDS.

SUBJECT TO, HOWEVER, AN EASEMENT FOR A WATER LINE RUNNING NORTHERLY ALONG THE ROAD LEADING TO THE ST. MARY'S CATHOLIC CHURCH FOR THE PURPOSE OF PROVIDING WATER TO SAID PROPERTY OF THE SAID ST. MARY'S CATHOLIC CHURCH.

ADDRESS: RD 1 BOX 2093; FRENCHVILLE, PA TAX MAP OR PARCEL ID NO.: 111-Q05-000-26



# EXHIBIT A

DF985

**ESTATE OF MICHAEL COLDIRON**

**209 B FRENCHVILLE RD  
FRENCHVILLE, PA 16836**

**April 6, 2001**

**NBRC 0102506409**

## **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 EMERGENCY 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, 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 NOTIFICAION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICAION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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.

HOMEOWNERS NAME(S): **ESTATE OF MICHAEL COLDIRON**  
PROPERTY ADDRESS: **209 B FRENCHVILLE RD  
FRENCHVILLE, PA 16836**

LOAN ACCOUNT NUMBER: **0102506409**  
CURRENT LENDER/SERVICER: **HomEq Servicing Corporation**

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**



DF985

**DONALD COLDIRON ADMIN**

**209 B FRENCHVILLE RD  
FRENCHVILLE, PA 16836**

**April 6, 2001**

**NBRC 0102506409**

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HOMEOWNERS NAME(S): **DONALD COLDIRON ADMIN**  
PROPERTY ADDRESS: **209 B FRENCHVILLE RD  
FRENCHVILLE, PA 16836**

LOAN ACCOUNT NUMBER: **0102506409**  
CURRENT LENDER/SERVICER: **HomEq Servicing Corporation**

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

## HOMEOWNERS' 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 PROVISION 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,**
- **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 the 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 counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Fund. 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 completed 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 you 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 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

209 B FRENCHVILLE RD FRENCHVILLE, PA 16836 FRENCHVILLE PA 16836

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) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$1,150.26
c) Late Charges:	\$ 57.51
d) Recoverable Corporate Advances	\$ 10.00
e) Other Charges and Advances	\$ 0.0
f) Less funds in Suspense:	\$ 19.17
e) Total amount required as of (due date)	<b>\$ 1,198.6</b>

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

**HOW TO CURE THE DEFAULT** - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,198.6** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:

Regular Mail  
HomEq Servicing Corporation  
P.O. Box 96053 Charlotte, NC 28296-0053

Overnight  
FUNB Lockbox 96053  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262-00

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 this letter date, 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 OF THE LETTER DATE, HomEq Servicing Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will still be required to pay the reasonable attorney's fees 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 even if they are over \$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 attorneys' 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 charges, charges then due, reasonable attorneys' 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.

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**- It is estimated that the earliest date that such Sheriff's sale could be held is would be **approximately five (5) 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 BY TELEPHONE OR MAIL:**

Name of Lender:	HomEq Servicing Corporation
Address:	FUNB Lockbox 96053, 1525 West W.T. Harris Blvd Charlotte, NC 28262-0053
Telephone Number:	800 795-5125 Ext. 10302
Fax Number:	916-617-0655

**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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

**YOU MAY ALSO HAVE THE RIGHT**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROWER 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 THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A 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.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED TO THIS LETTER

Sincerely,

**HomEq Servicing Corporation**

*100*  
**FILED**

*3:40*  
JUL 12 2001

William A. Shaw  
Prothonotary

pd - \$ 80.00 -  
2 - cc - Sheriff  
1 - cc - PIG

GOLDBECK McCAFFERTY & MCKEEVER  
By: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

ATTORNEY FOR PLAINTIFF

The Bank of New York As Co-T/Tee under the  
Pooling and Servicing Agreement dated as  
of July 31, 1998 Series 1998-B  
c/o Rosicki, Rosicki & Associates P.C.,  
One Old Country Road, Ste. 429  
Carle Place, NY 11514

Vs.

Donald B. Coldiron  
108 Saginaw Road  
Lincoln University, PA 19352

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO 01-1122-CD

Patricia A. Coldiron, Personal  
Representative of the Estate  
of Michael J. Coldiron  
108 Saginaw Road  
Lincoln University, PA 19352

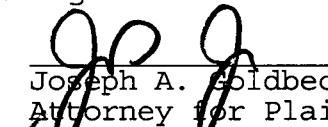
PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against  
Donald B. Coldiron and Patricia A. Coldiron, Personal Representative of the  
Estate of Michael J. Coldiron, Defendants for failure to file an Answer to  
Plaintiff's Complaint within 20 days (or 60 days if defendant is the United  
States of America) from the date of service of the complain and for foreclosure  
and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

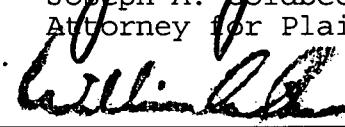
As set forth in Complaint	\$36,577.98
Interest - 8/1/01 - 9/18/01	\$ 434.14
Late Charges	\$ 38.34
TOTAL	\$37,050.46

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

  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

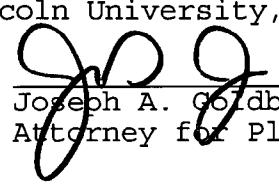
DATE: 9-19-01

  
PRO PROTHY

I hereby certify that the above names are correct and that the  
precise residence address of the judgment creditor is c/o Rosicki, Rosicki  
& Associates P.C., One Old Country Road, Ste. 429, Carle Place, NY 11514  
and that the names and last known addresses of the Defendants are:  
Donald B. Coldiron, 108 Saginaw Road, Lincoln University, PA 19352  
Patricia A. Coldiron, Personal Representative of the Estate of  
Michael J. Coldiron, 108 Saginaw Road, Lincoln University, PA 19352

**FILED**  
SEP 19 2001

A. Shaw  
Prothonotary

  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **August 22, 2001**

TO:

**DONALD B. COLDIRON**  
209 B Frenchville Road  
Frenchville, PA 16836

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING & SERVICING AGREEMENT DATED AS OF JULY  
31, 1998 SERIES 1998-B C/O ROSICKI ROSICKI &  
ASSOCIATES P.C.

One Old Country Road  
Suite 429  
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*Plaintiff*

vs.

**DONALD B. COLDIRON**  
PATRICIA A. COLDIRON - Pers Reps of Estate Michael J.  
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(Mortgagor(s) and  
Record Owner(s))  
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*Defendant(s)*

IN THE COURT OF COMMON  
PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 01-1122-CD

TO: **DONALD B. COLDIRON**  
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Frenchville, PA 16836

**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 (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO 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:

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-343-9315  
KEYSTONE LEGAL SERVICES  
111 S. Independence Mall East  
Clearfield, PA 16830  
814-765-9646

  
**GOLDBECK McCAFFERTY & MCKEEVER**  
By: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106 215-627-132

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

DATE OF THIS NOTICE: **August 22, 2001**

TO:

**PATRICIA A. COLDIRON - Pers Reps of Estate Michael J. Coldiron**  
108 Saginaw Road  
Lincoln University, PA 19352

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING & SERVICING AGREEMENT DATED AS OF JULY  
31, 1998 SERIES 1998-B C/O ROSICKI ROSICKI &  
ASSOCIATES P.C.  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

DONALD B. COLDIRON  
PATRICIA A. COLDIRON - Pers Reps of Estate Michael J.  
Coldiron  
(Mortgagor(s) and  
Record Owner(s))  
209 B Frenchville Road  
Frenchville, PA 16836

*Defendant(s)*

TO: **PATRICIA A. COLDIRON - Pers Reps of Estate Michael J. Coldiron**  
108 Saginaw Road  
Lincoln University, PA 19352

**IMPORTANT NOTICE**

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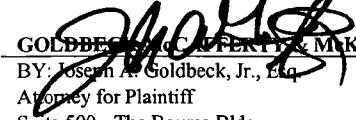
PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7373  
KEYSTONE LEGAL SERVICES  
1725 Locust Street  
Clearfield, PA 16830  
814-765-9646

IN THE COURT OF COMMON  
PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 01-1122-CD

  
**GOLDBECK, JR., CLEFFNER, MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106 215-627-1322

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

DATE OF THIS NOTICE: **August 22, 2001**

TO:

**DONALD B. COLDIRON**  
108 Saginaw Road  
Lincoln University, PA 19352

THE BANK OF NEW YORK AS CO-TRUSTEE UNDER THE  
POOLING & SERVICING AGREEMENT DATED AS OF JULY  
31, 1998 SERIES 1998-B C/O ROSICKI ROSICKI &  
ASSOCIATES P.C.  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

DONALD B. COLDIRON  
PATRICIA A. COLDIRON - Pers Reps of Estate Michael J.  
Coldiron  
(Mortgagor(s) and  
Record Owner(s))  
209 B Frenchville Road  
Frenchville, PA 16836

*Defendant(s)*

TO: **DONALD B. COLDIRON**  
108 Saginaw Road  
Lincoln University, PA 19352

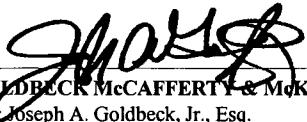
**IMPORTANT NOTICE**

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 (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO 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:

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 136  
Harrisburg, PA 17108  
800-922-1373

KEYSTONE LEGAL SERVICES  
2122 Locust Street  
Clearfield, PA 16830  
814-763-9646

**GOLDBECK McCAFFERTY & McKEEVER**  
Suite 500 The Bourse Building  
111 S. Independence Mall East  
Philadelphia, Pennsylvania 19106

  
GOLDBECK McCAFFERTY & McKEEVER  
By: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East

**FILED**

SEP 19 2001  
M 3.331 atty Joldback  
William A. Shaw  
Prothonotary  
for \$20.00

Not. to Atty  
Sh. to Atty.  
EAS

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

The Bank of New York  
Plaintiff(s)

No.: 2001-01122-CD

Real Debt: \$37,050.46

Atty's Comm:

Vs.

Costs: \$

Int. From:

Donald B. Coldiron  
Patricia A. Coldiron, Personal Representative  
of the Estate of Michael J. Coldiron  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 19, 2001

Expires: September 19, 2006

Certified from the record this 19th of September, 2001



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

The Bank of New York As Co-T/Tee  
under the Pooling and Servicing  
Agreement dated as of July 31, 1998  
Series 1998-B  
, Plaintiff

Vs.

: NO. 01-1122-CD

Donald B. Coldiron  
Patricia A. Coldiron, Personal  
Representative of the Estate of  
Michael J. Coldiron  
, Defendants

Notice is given that a Judgment in the above captioned  
matter has been entered against you on September 19, 2001.

By: Winkler DEPUTY

If you have any questions concerning this matter please  
contact:

JPJ  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

**\*\*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, THIS IS NOT AND SHOULD  
NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY  
ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

GOLDBECK, MCCAFFERTY & MCKEEVER  
By: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500-The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

The Bank of New York As Co-T/Tee under  
the Pooling and Servicing Agreement dated  
as of July 31, 1998 Series 1998-B

Vs.

No. 01-1122-CD

Donald B. Coldiron  
Patricia A. Coldiron, Personal Representative  
of the Estate of Michael J. Coldiron

CLEARFIELD COUNTY

**VERIFICATION OF NON-MILITARY SERVICE**

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

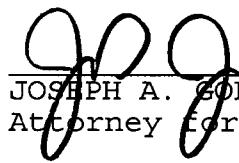
(a) that the defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant Donald B. Coldiron, is over 18 years of age, and resides at 108 Saginaw Road, Lincoln University, PA 19352.

(c) that defendant Patricia A. Coldiron, Personal Representative of the Estate of Michael J. Coldiron, is over 18 years of age, and resides at 108 Saginaw Road, Lincoln University, PA 19352.

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

September 18, 2001

  
JOSEPH A. GOLDBECK, JR.  
Attorney for Plaintiff

GOLDBECK, McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

THE BANK OF NEW YORK

Plaintiff : IN THE COURT OF COMMON PLEAS  
PATRICIA COLDIRON Plaintiff : OF CLEARFIELD COUNTY  
DONALD COLDIRON vs. : CIVIL ACTION - LAW  
(Record Owner(s)) : ACTION OF MORTGAGE FORECLOSURE  
209 B Frenchville Road :  
Frenchville, PA 16836 :  
Defendant(s) : Term  
: No. 01- 1122-CD  
:

CERTIFICATE OF SERVICE  
PURSUANT TO Pa.R.C.P. 3129.2(c)(2)

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

( ) Personal Service by the Sheriff's Office/competent adult (copy of return attached).  
(*J*) Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).  
( ) Certified mail by Sheriff's Office.  
( ) Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
( ) Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
( ) Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

( ) Premises was posted by Sheriff's Office/competent adult (copy of return attached).  
( ) Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).  
( ) Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

**FILED**

DEC 19 2001

Respectfully submitted,

*J. Goldbeck Jr.*  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

William A. Shaw  
Prothonotary

7106 4575 1294 4604 0261

**TO:** COLDIRON, PATRICIA A.  
**PATRICIA A. COLDIRON - Pers Reps**  
**of Estate Michael J. Coldiron**  
108 Saginaw Road  
Lincoln University, PA 19352

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
September 18, 2001

**REFERENCE:** COLDIRON, DONALD B. / MS-0665

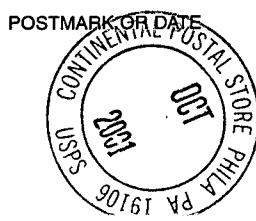
114102 - Clearfield

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

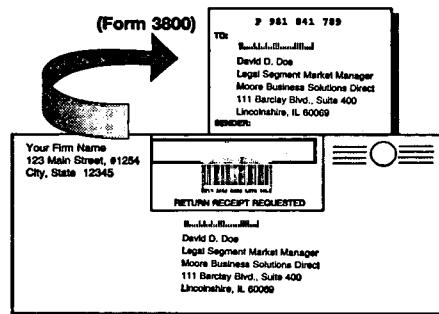
US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS  
POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND  
CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

7106 4575 1294 4604 0254

**TO:** COLDIRON, DONALD B.  
**DONALD B. COLDIRON**  
108 Saginaw Road  
Lincoln University, PA 19352

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
September 18, 2001

**REFERENCE:** COLDIRON, DONALD B. / MS-0665

1/4/02  
Clearfield

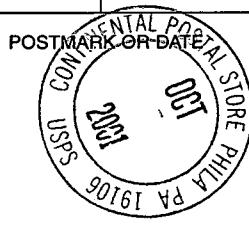
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

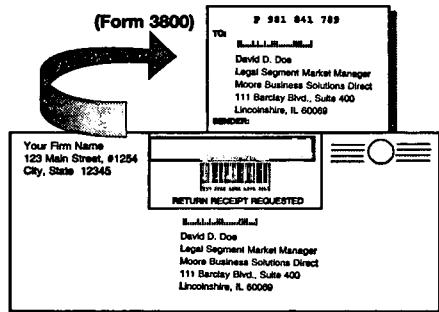
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS  
POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND  
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4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

## 2. Article Number



## 2. Article Number

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

D. Is delivery address different from item 1?

*Donald J. Coldiron* 10-23-01

If YES, enter delivery address below:

Yes

No

## 3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

## 1. Article Addressed to:

COLDIRON, PATRICIA A.

**PATRICIA A. COLDIRON - Pers Reps of**

**Estate Michael J. Coldiron**

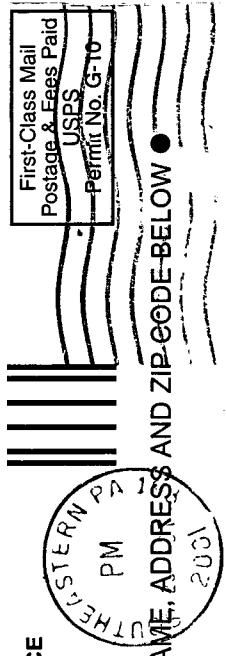
108 Saginaw Road  
Lincoln University, PA 19352

RE: GOLDBECK MCCAFFERTY &amp; MCKEEVER SENDER:

COLDIRON, DONALD B./MS-0665 - Clearfield

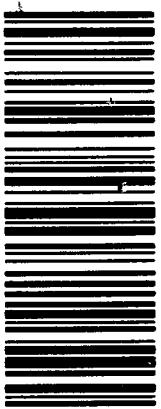
PS Form 3811, June 2000 Domestic Return Receipt

UNITED STATES POSTAL SERVICE



● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

2. Article Number



3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

COLDIRON, DONALD B.

**DONALD B. COLDIRON**

108 Saginaw Road  
Lincoln University, PA 19352

COMPLETE THIS SECTION ON DELIVERY

A Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

*Donald B. Coldiron* 10-23-01

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes  
 No

RE: GOLDBECK MCCAFFERTY & MCKEEVER  
COLDIRON, DONALD B./MS.0655 - Clearfield

SENDER:

PS Form 3811, June 2000  
Domestic Return Receipt

UNITED STATES POSTAL SERVICE

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10



• PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW •

2 51

.....  
GOLDBECK McCAFFERTY & MCKEEVER  
SUITE 500 - THE BOURSE BUILDING  
111 SOUTH INDEPENDENCE MALL EAST  
PHILADELPHIA PA 19106-2519

**GOLDBECK McCAFFERTY & MCKEEVER**

 Suite 500 The Bourse Building  
 111 S. Independence Mall East  
 Philadelphia, Pennsylvania 19106

Name and Address of Sender

Check type of mail:

 Express   
 Registered   
 Insured   
 COD 

Return Receipt (RR) for Merchandise

 Certified 

 Int'l Rec. Del. 

 Del. Confirmation (DC) 

Postmark and Date of Receipt

 If Registered Mail  
 affix stamp here if issued  
 as certificate of mailing  
 or for additional copies of  
 this bill.

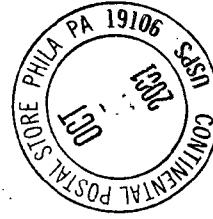
 Postmark and  
 Date of Receipt

check below:

 Insured 

 Not Insured 

Remarks



Line	Article Number	Addressess Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender if COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1		PA Dept. of Public Welfare Bureau of Child Support Enforcement Health and Welfare Bldg, Rm. 432 P.O. Box 2675 Harrisburg, PA 17105													
2															
3															
4		Donald B. Coldiron 108 Saginaw Road Lincoln University, PA 19352													
5		Patricia A. Coldiron, Personal Representative of the Estate of Michael J. Coldiron 108 Saginaw Road Lincoln University, PA 19352													
6		Clearfield Co. Dept. of Domestic Relations 230 E. Market Street Clearfield, PA 16830													
7		Citibank (South Dakota) N.A. 7930 NW 110 Street Kansas City, MO 64153													
8		Credit First National Association P.O. Box 818011 Cleveland, OH 44181													
9															
10															
11															
12															
13															
14															
15															

 Total Number of Pieces Received at Post Office  
 Listed by Sender Postmaster, Per (Name of receiving employee)

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 insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, SP13, and SP21 for limitations of coverage on insured and COD mail. See International Mail/Standard Mail (B) parcels.

Complete by Typewriter, Ink, or Ball Point Pen

Coldiron, Donald

MS-6605

S Form 3877, April 1999

The Bank of New York As Co-T/Tee under the  
Pooling and Servicing Agreement dated as  
of July 31, 1998 Series 1998-B

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION

Plaintiff

Vs.

Donald B. Coldiron  
Patricia A. Coldiron, Personal  
Representative of the Estate of  
Michael J. Coldiron

Defendant(s)

: NO. 01-1122-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York As Co-T/Tee under the Pooling and Servicing  
Agreement dated as of July 31, 1998 Series 1998-B, Plaintiff in the  
above action, by its attorney, Joseph Goldbeck, Jr., Esquire, sets  
forth as of the date the Praecept for the Writ of Execution was filed  
the following information concerning the real property located at  
209 B Frenchville Road, Frenchville, PA 16836.

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
<u>Donald B. Coldiron</u>	<u>108 Saginaw Road</u> <u>Lincoln University, PA 19352</u>
<u>Patricia A. Coldiron, Personal Representative of the Estate of Michael J. Coldiron</u>	<u>108 Saginaw Road</u> <u>Lincoln University, PA 19352</u>

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
<u>SAME AS ABOVE</u>	

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
<u>Citibank (South Dakota) N.A.</u>	<u>7930 NW 110 Street</u> <u>Kansas City, MO 64153</u>
<u>Credit First National Association</u>	<u>P.O. Box 818011</u> <u>Cleveland, OH 44181</u>

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

None

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

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Clearfield County Dept. of 230 E. Market Street  
Domestic Relations Clearfield, PA 16830

Pa Dept. of Public Welfare  
Bureau of Child Support Enforcement      Health and Welfare Bldg. Room 432  
P.O. Box 2675  
Harrisburg, PA 17105

7. Name and address of every other person of whom the plaintiff has knowledge that has any interest in the property that may be affected by the sale:

None

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. #4904 relating to unsworn falsification to authorities.

September 18, 2001

~~Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff~~

**FILED**

DEC 19 2001

10/27/00  
William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**  
Sheriff Docket # 11220

THE BANK OF NEW YORK

01-1122-CD

VS.

COLDIRON, DONALD B. & PATRICIA A.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW JULY 23, 2001 CAROLYN WELSH, SHERIFF OF CHESTER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD B. COLDIRON & PATRICIA A. COLDIRON, DEFENDANTS.**

**NOW AUGUST 1, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD B. COLDIRON & PATRICIA A. COLDIRON, DEFENDANTS BY DEPUTIZING THE SHERIFF OF CHESTER COUNTY. THE RETURN OF SHERIFF WELSH IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON DONALD COLDIRON.**

---

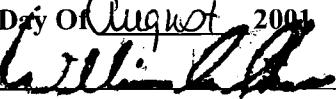
**Return Costs**

Cost	Description
37.00	SHFF. HAWKINS PAID BY: ATTY.
37.14	SHFF. WELSH PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**FILED**

AUG 20 2001  
01/10:42 AM  
William A. Shaw  
Prothonotary

Sworn to Before Me This

20th Day Of August 2001  


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

So Answers,

  
Chester A. Hawkins  
Sheriff



CHESTER A. HAWKINS  
SHERIFF

**Sheriff's Office  
Clearfield County**

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

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

CLEARFIELD COUNTY FAX  
(814)765-5915

RECEIVED  
SHERIFF'S OFFICE  
CHESTER COUNTY, PA.

2002 JUL 27 AM 10:56

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

**DEPUTATION**

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

THE BANK OF NEW YORK

VS:  
DONALD B. COLDIRON  
PATRICIA A. COLDIRON

**SHERIFF'S COSTS**  
**SERVE BY:** 8/11/01 **Date** 7-30-01  
**or** **HEARING DATE:** \$ 150.00 **Paid**  
**TERM & NO.:** 01-1122-CD **Last day to service Sheriff's Office** 8-11-01

**DOCUMENT TO BE SERVED:**  
COMPLAINT IN MORTGAGE FORECLOSURE

**SERVE:** DONALD B. COLDIRON AND PATRICIA A. COLDIRON

**ADDRESS:** 108 Saginaw Road, Lincoln University, Pa. 19352

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

This Deposition being made at the request and risk of the Plaintiff this 23rd day of JULY 2001.

**MAKE REFUND PAYABLE TO:** GOLDBECK, McCAFFERTY & McKEEVER, Attorneys

Served Donald Coldiron on  
8-1-01 at 2:35pm, two copies. Respectfully,

Served to before me this  
1st day of Aug, 2001  
Patty A. Boyd

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

NOTARIAL SEAL  
PATTY A. BOYD, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Nov. 24, 2003

0213704

R E C E I P T  
S H E R I F F ' S D E P A R T M E N T  
W E S T C H E S T E R  
C H E S T E R C O U N T Y , P E N N S Y L V A N I A

N O . 01CF1122      T H R U      D A T E 07/30/01  
P L A I N T I F F      T H E B A N K O F N E W Y O R K  
D E F E N D A N T      D O N A L D B & P A R T I C I A A C O L D I R O N  
F I L E D B Y      J O S E P H A G O L D B E C K J R .

T Y P E O F T R A N S A C T I O N

01      E S C R O W      150.00

R E M A R K S 2C C/MF

		S A L E S   T A X	0.00
		T O T A L	150.00
150.00	C H E C K # 142919		
0.00	C A S H		
	C H A R G E		
	P O A	V I V I A N A . F I N N E S	

—  
C L E R K

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

The Bank of New York As Co-T/Tee : COURT OF COMMON PLEAS  
under the Pooling and Servicing : CLEARFIELD COUNTY, PA  
Agreement dated as of July 31,  
1998 Series 1998-B : NO: 01-1122-CD  
Plaintiff : PRAECIPE FOR WRIT OF EXECUTION  
Vs. (MORTGAGE FORECLOSURE)

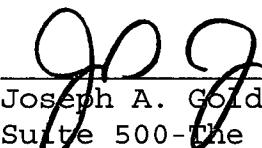
Donald B. Coldiron  
Patricia A. Coldiron, Personal  
Representative of the Estate of  
Michael J. Coldiron

Defendants

TO THE OFFICE OF THE PROTHONOTARY:

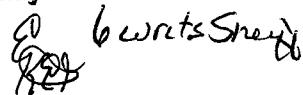
Issue writ of execution in the above matter:

Amount Due	<u>\$37,050.46</u>
Interest from 9/18/01 to sale date at \$6.09 per diem	<u>\$</u> _____ and Costs
Total	<u>\$</u> _____

  
Joseph A. Goldbeck, Jr.  
Suite 500-The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
Attorney for Plaintiff

Note: Please attach description of property.

SEP 19 2001  
m 13/19/01 Atty Goldbeck  
William A. Shaw PD \$20.00  
Prothonotary

  
6 wnts Sney

No. 01-1122-CD, 2000 A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

The Bank of New York As Co-T/Tee under  
the Pooling and Servicing Agreement dated  
as of July 31, 1998 Series 1998-B

vs.

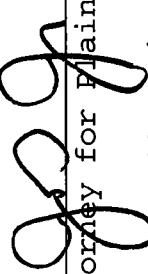
Donald B. Coldiron  
Patricia A. Coldiron, Personal Representative  
of the Estate of Michael J. Coldiron

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Filed:



Attorney for Plaintiff

Address: 108 Saginaw Road  
Lincoln University, PA 19352

Where papers may be served

ALL THAT CERTAIN parcel of land, situated in the Township of Covington, County of Clearfield, and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the North side of Pennsylvania State Highway, Route No. 879, at the road leading to the Saint Mary's Catholic Church; thence northerly with the said road to the lands of the congregateion of the said church; thence westerly with the lands of the said Church to a Township Road leading to the Billotte Settlement; thence southerly with the said road to the State Highway, Route 879; thence easterly with the state highway to the road leading to the church and place of BEGINNING.

Subject to, however, an easement for a water line running northerly along the road leading to the St. Mary's Catholic Church for the purpose of providing water to said property of the said St. Mary's Catholic Church.

Tax Parcel #Q05-000-00026

Being known as 209 B Frenchville Road, Frenchville, PA 16836

The Bank of New York As Co-T/Tee under the  
Pooling and Servicing Agreement dated as  
of July 31, 1998 Series 1998-B

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION

Plaintiff

Vs.

Donald B. Coldiron  
Patricia A. Coldiron, Personal  
Representative of the Estate of  
Michael J. Coldiron

Defendant(s)

: NO. 01-1122-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York As Co-T/Tee under the Pooling and Servicing  
Agreement dated as of July 31, 1998 Series 1998-B, Plaintiff in the  
above action, by its attorney, Joseph Goldbeck, Jr., Esquire, sets  
forth as of the date the Praecept for the Writ of Execution was filed  
the following information concerning the real property located at  
209 B Frenchville Road, Frenchville, PA 16836.

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

Name Address (if address cannot be reasonably  
ascertained, please so indicate)

Donald B. Coldiron 108 Saginaw Road  
Lincoln University, PA 19352

Patricia A. Coldiron, Personal 108 Saginaw Road  
Representative of the Estate of Lincoln University, PA 19352  
Michael J. Coldiron

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

Name Address (if address cannot be reasonably  
ascertained, please so indicate)

SAME AS ABOVE

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

Name Address (if address cannot be reasonably  
ascertained, please so indicate)

Citibank (South Dakota) N.A. 7930 NW 110 Street  
Kansas City, MO 64153

Credit First National Association P.O. Box 818011  
Cleveland, OH 44181

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

**None**

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

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Clearfield County Dept. of  
Domestic Relations

230 E. Market Street  
Clearfield, PA 16830

Pa Dept. of Public Welfare  
Bureau of Child Support Enforcement

Health and Welfare Bldg, Room 432  
P.O. Box 2675  
Harrisburg, PA 17105

7. Name and address of every other person of whom the plaintiff has knowledge that has any interest in the property that may be affected by the sale:

**None**

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. #4904 relating to unsworn falsification to authorities.

September 18, 2001

~~Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff~~

GOLDBECK, MCCAFFERTY & MCKEEVER  
By: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500-The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

**The Bank of New York As Co-T/Tee under  
the Pooling and Servicing Agreement dated  
as of July 31, 1998 Series 1998-B**

vs.

**Donald B. Coldiron  
Patricia A. Coldiron, Personal Representative  
of the Estate of Michael J. Coldiron**

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

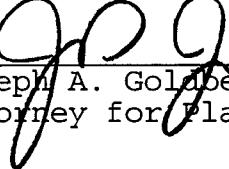
CLEARFIELD COUNTY  
CIVIL DIVISION  
NO. 01-1122-CD

**CERTIFICATION**

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

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

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

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

COPY

The Bank of New York , as Co-T/Tee under  
the Pooling and Servicing Agreement dated as  
July 31, 1998 Series 1998-B

Vs.

NO.: 2001-01122-CD

Donald B. Coldiron ,  
Patricia A. Coldiron , Personal  
Representative of the Estate of  
Michael J. Coldiron Estate ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due THE BANK OF NEW YORK , Plaintiff(s) from DONALD B. COLDIRON, PATRICIA A. COLDIRON, Personal Representative of the Estate of MICHAEL J. COLDIRON ESTATE , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$37,050.46  
INTEREST: \$from 9/18/01 to sale date at \$6.09 per diem  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 09/19/2001

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Joseph A. Goldbeck, Jr., Esquire  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106

ALL THAT CERTAIN parcel of land, situated in the Township of Covington, County of Clearfield, and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the North side of Pennsylvania State Highway, Route No. 879, at the road leading to the Saint Mary's Catholic Church; thence northerly with the said road to the lands of the congregateion of the said church; thence westerly with the lands of the said Church to a Township Road leading to the Billotte Settlement; thence southerly with the said road to the State Highway, Route 879; thence easterly with the state highway to the road leading to the church and place of BEGINNING.

Subject to, however, an easement for a water line running northerly along the road leading to the St. Mary's Catholic Church for the purpose of providing water to said property of the said St. Mary's Catholic Church.

Tax Parcel #Q05-000-00026

Being known as 209 B Frenchville Road, Frenchville, PA 16836

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

The Bank of New York , as Co-T/Tee under  
the Pooling and Servicing Agreement dated as  
July 31, 1998 Series 1998-B

Vs.

NO.: 2001-01122-CD

Donald B. Coldiron ,  
Patricia A. Coldiron , Personal  
Representative of the Estate of  
Michael J. Coldiron Estate ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due THE BANK OF NEW YORK , Plaintiff(s) from DONALD B. COLDIRON, PATRICIA A. COLDIRON, Personal Representative of the Estate of MICHAEL J. COLDIRON ESTATE , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$37,050.46  
INTEREST: \$from 9/18/01 to sale date at \$6.09 per diem  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 09/19/2001

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 20th day  
of Sept A.D. 2001  
At 10:12 A.M. P.M.

*Wester A. Hawking*  
by Margaret N. Butt

Requesting Party: Joseph A. Goldbeck, Jr., Esquire  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106

ALL THAT CERTAIN parcel of land, situated in the Township of Covington, County of Clearfield, and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the North side of Pennsylvania State Highway, Route No. 879, at the road leading to the Saint Mary's Catholic Church; thence northerly with the said road to the lands of the congregateion of the said church; thence westerly with the lands of the said Church to a Township Road leading to the Billotte Settlement; thence southerly with the said road to the State Highway, Route 879; thence easterly with the state highway to the road leading to the church and place of BEGINNING.

Subject to, however, an easement for a water line running northerly along the road leading to the St. Mary's Catholic Church for the purpose of providing water to said property of the said St. Mary's Catholic Church.

Tax Parcel #Q05-000-00026

Being known as 209 B Frenchville Road, Frenchville, PA 16836

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

**Sheriff Docket # 11565**

**THE BANK OF NEW YORK AS CO-T/TEE ET AL**

**01-1122- CD**

**VS.**  
**COLDIRON, DONALD B.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, OCTOBER 11, 2001, AT 11:13 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, JANUARY 4, 2002, AT 10:00 AM.**

**NOW, OCTOBER 15, 2001, SHERIFF CAROLYN WELSH OF CHESTER 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 DONALD B. COLDIRON AND PATRICIA A. COLDIRON, PERSONAL REPRESENTATIVE OF THE ESTATE OF MICHAEL J. COLDIRON, DEFENDANTS.**

**NOW, OCTOBER 23, 2001, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON PATRICIA COLDIRON, FOR DONALD L. COLDIRON AND PATRICIA A. COLDIRON, PERSONAL REPRESENTATIVE OF THE ESTATE OF MICHAEL J. COLDIRON, DEFENDANTS, BY DEPUTIZING THE SHERIFF OF CHESTER COUNTY. THE RETURN OF SHERIFF WELSH IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

**NOW, JANUARY 4, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR TEN THOUSAND (\$10,000.00) DOLLARS PLUS COSTS.**

**NOW, JANUARY 17, 2002, SENT A BILL TO THE ATTORNEY FOR COSTS DUE ON SALE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11565

THE BANK OF NEW YORK AS CO-T/TEE ET AL

01-1122-CD

VS.

COLDIRON, DONALD B.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JANUARY 28, 2002, RECEIVED ATTORNEY CHECK #152038 IN THE AMOUNT OF FIVE HUNDRED FIFTY-FIVE DOLLARS AND NINETY-SEVEN CENTS (\$555.97) DUE FOR COSTS ON SALE.

NOW, JANUARY 29, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR TEN THOUSAND (\$10,000.00) DOLLARS PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE ATTORNEY PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$438.88

SURCHARGE \$ 40.00

PAID BY ATTORNEY

**FILED**

JAN 29 2002

01/42 pm

William A. Shaw  
Prothonotary

Sworn to Before Me This  
27th Day Of January, 2002  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield, PA

So Answers,

Chester Hawkins  
by Margaret N. Pitt  
Chester A. Hawkins  
Sheriff

~~REAL ESTATE SALE~~

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, JANUARY 7, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 4th day of JANUARY 2002, I exposed the within described real estate of DONALD B. COLDIRON, PATRICIA A. COLDIRON, PERSONAL  
REPRESENTATIVE OF THE ESTATE OF MICHAEL J. COLDIRON

to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK AS CO-T/TEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED he/she being the highest bidder, for the sum of \$ 10,000.00 + COSTS  
and made the following appropriations, viz.: AS OF JULY 31, 1998, SERIES 1998-B

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00

CSDS	10.00
COMMISSION 2%	200.00
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES / BILLING	10.00 + 15.00
BILLING - PHONE - FAX	10.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 438.88</b>

DEED COSTS:

REGISTER & RECORDER	\$ 16.00
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>\$ 21.00</b>

*COPY*

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 37,050.46
INTEREST FROM 9-18-01 TO SALE DATE	
PER DIEM @\$6.09	TO BE ADDED
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$37,050.46</b>

<u>COSTS:</u>	
ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	\$ 231.03
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	\$ 533.06
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES	
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$ 16.00
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 438.88
LEGAL JOURNAL AD	\$ 72.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00
CHESTER COUNTY (PAID BY ATTY)	\$ 34.64
<b>TOTAL COSTS</b>	<b>\$ 1,555.97</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF  
WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff



**Sheriff's Office  
Clearfield County**

CLEARFIELD COUNTY FAX

(814) 765-5915

1 Backer-Copiers  
01CF1122

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

CHESTER A. HAWKINS  
**SHERIFF'S COSTS**

Date 10/19/01  
\$ 156.60 Paid  
Receipt No. 218156  
Last day to service - 10/30/01

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

**DEPUTATION**

2001 OCT 18 AM 10:53

CLEARFIELD COUNTY, PA.  
SHERIFF'S OFFICE

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

THE BANK OF NEW YORK AS CO-T/TEE UNDER  
THE POOLING AND SERVICING AGREEMENT  
DATED AS OF JULY 31, 1998, Series 1998-B

NO. 01-1122-CD

VS

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

DONALD B. COLDIRON  
PATRICIA A. COLDIRON, PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
MICHAEL J. COLDIRON

**SERVE BY: OCTOBER 31, 2001**

10/22

or

**HEARING DATE:**

\*\*\*\*\*

**SERVE:** DONALD B. COLDIRON

(2)

AND

PATRICIA A. COLDIRON, PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
MICHAEL J. COLDIRON

**ADDRESS:** 108 SAGINAW ROAD  
LINCOLN UNIVERSITY, PA 19352

\*\*\*\*\*

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 CHESTER County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 15th day of OCTOBER 2001.

**COPY**

Respectfully,  
Chester A. Hawkins  
by Margaret H. Putt  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY

Served on 10-23-01 @ 1:50 P to Patricia Coldiron

*Scot E. Johnson*

0218156

R E C E I P T  
S H E R I F F ' S D E P A R T M E N T  
WEST CHESTER  
CHESTER COUNTY, PENNSYLVANIA

NO. 01CF1122 THRU DATE 10/19/01  
PLAINTIFF THE BANK OF NEW YORK  
DEFENDANT DONALD B & PARTICIA A COLDIRON  
FILED BY JOSEPH A GOLDBECK

TYPE OF TRANSACTION

01 ESCROW 150.00

REMARKS 2-C WRIT OF EXEC (REAL ESTATE)

		SALES TAX	0.00
		<u>TOTAL</u>	150.00
150.00	CHECK # 146605		
0.00	CASH		
	CHARGE		
	POA	DONNA MURPHY	

CLERK

COPY

CHESTER COUNTY SHERIFF

121452

121452

01CF1122 THE BANK OF NEW YORK VS DONALD B & PARTICIA A

SETTLEMENT - DISBURSEMENTS

REFUND NOTICE OF SALE \$115.36



**CHESTER COUNTY SHERIFF**  
17 NORTH CHURCH STREET, SUITE 126  
P.O. BOX 2748  
WEST CHESTER, PA 19380-0991

FIRST NATIONAL BANK OF CHESTER COUNTY  
WEST CHESTER, PENNSYLVANIA 19381  
60-439-319

121452

121452

DOLLARS

\*\*\* ONE HUNDRED FIFTEEN DOLLARS & 36 CENTS \*\*\*

PAY JOSEPH A GOLDBECK JR.  
TO THE SUITE 500- THE BOURSE BUILDING  
ORDER 111 S INDEPENDENCE MALL EAST  
OF PHILADELPHIA, PA 19106

DATE AMOUNT  
10/31/01 \$115.36

*John May*

121452 0319043950 185 632 71

**COPY**

152038

**GOLDBECK MCCAFFERTY & MCKEEVER**  
**A PROFESSIONAL CORPORATION**  
SUITE 500, BOURSE BUILDING  
111 SOUTH INDEPENDENCE MALL EAST  
PHILADELPHIA, PA 19106

FIRSTTRUST BANK  
3-7380-2360

1/25/2002

PAY TO THE  
ORDER OF *Clearfield Sheriff*

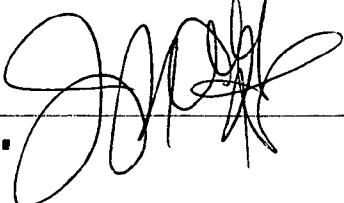
\$ \*\*555.97

*Five Hundred Fifty-Five and 97/100\*\*\*\*\**

DOLLARS

*Clearfield Sheriff*

MORTGAGE DISBURSEMENT ACCOUNT



MP

MEMO

*Coldiron*

152038 2380738010 70 1100018

**GOLDBECK MCCAFFERTY & MCKEEVER**

*Clearfield Sheriff*

1/25/2002

152038

555.97

*COPY*

*Mortgage Disburse Coldiron*

555.97