

01-1159-CD
MANUFACTURERS AND TRADERS -vs- BLAIN R. PATTERSON et al
/ TRUST COMPANY

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 3/04/99
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 01-1159-CO

CLEARFIELD COUNTY

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

Defendant(s)

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

FILED

JUL 19 2001

William A. Shaw
Prothonotary

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

MANUFACTURERS AND TRADERS TRUST
COMPANY, TRUSTEE FOR SECURITIZATION
SERIES 1999-1, AGREEMENT DATED 3/04/99
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

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

BLAIN R. PATTERSON
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	2,141.30
11/24/00 through 6/1/01	
(Per Diem \$11.27)	
Attorney's Fees	800.00
Cumulative Late Charges	117.42
12/19/98 to 6/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$43,515.06
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	\$43,515.06

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 \$43,515.06, together with interest from 6/1/01 at the rate of \$11.27 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



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

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 manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

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

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

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) 535-5556 FAX (814) 539-1638

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16601
(814) 944-3100 FAX (814) 944-5747

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) 444-3632

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 500
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-4941

Community Dev'l Corp. of Frankford
Group Ministry
4520 Griscom Street
Philadelphia, PA 19134
(215) 744-2990 FAX (215) 744-2912

CCCS of Delaware Valley/Marshall Bldg.
790 E. Market St., Suite 215
West Chester, PA 19380
(215) 563-5665

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9429 FAX (215) 955-7144

CLARION COUNTY

CLEARFIELD COUNTY

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

CCCS of Northeastern PA
1611 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: 4/18/01

FILED

Rec'd
July 19 2001
01143 City of Edinman
Ex William A. Shaw
Prothonotary
PD \$80.00

cc Grand

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11270

MANUFACTURERS & TRADERS TRUST COMPANY

01-1159-CD

VS.

PATTERSON, BLAIN R. & KATHY J.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 30, 2001 AT 10:50 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. PATTERSON, DEFENDANT AT RESIDENCE, RR # 1, BOX 617, LaJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHY J. PATTERSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MORGILLO/RYEN

NOW JULY 30, 2001 AT 10:50 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BLAIN R. PATTERSON, DEFENDANT AT RESIDENCE, RR # 1, BOX 617, LaJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHY PATTERSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MORGILLO/RYEN

Return Costs

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

FILED

*Aug 01 2001
10:35pm*
William A. Shaw
Prothonotary

Sworn to Before Me This

2nd 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
by Marlyn Hanks*
Chester A. Hawkins
Sheriff

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification 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
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

Plaintiff

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
: NO. 01-1159-CD
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:
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:
:

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA, PA 16666

Defendant(s)

FILED

SEP 06 2001

William A. Shaw
Prothonotary

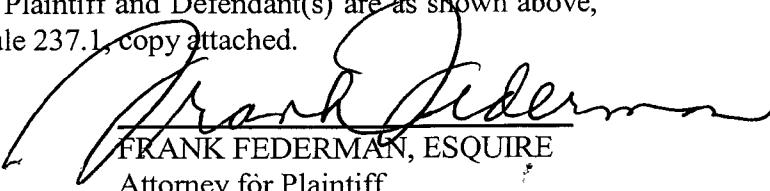
**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$43,515.06
Interest 6/1/01 TO 9/7/01	\$1,115.73
TOTAL	\$44,630.79

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 9/16/01

11/11/01 BB
PRO PROTHY

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.

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
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 3/04/99

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1159-CD

Plaintiff

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

Defendant(s)

TO: BLAIN R. PATTERSON
314 PRUNNER STREET
OSCEOLA MILLS, PA 16666

FILE COPY
17402

DATE OF NOTICE: AUGUST 22, 2001

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. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed 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:

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

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
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 3/04/99

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1159-CD

Plaintiff

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

Defendant

TO: KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA MILLS, PA 16666, 17402

DATE OF NOTICE: AUGUST 22, 2001

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. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed 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:

CLEARFIELD COUNTY

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

Frank Federman, Esquire
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11270

MANUFACTURERS & TRADERS TRUST COMPANY

01-1159-CD

VS.

PATTERSON, BLAIN R. & KATHY J.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 30, 2001 AT 10:50 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. PATTERSON, DEFENDANT AT RESIDENCE, RR # 1, BOX 617, LaJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHY J. PATTERSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MORGILLO/RYEN

NOW JULY 30, 2001 AT 10:50 AM DST SERVED THE WITH COMPLAINT IN MORTGAGE FORECLOSURE ON BLAIN R. PATTERSON, DEFENDANT AT RESIDENCE, RR # 1, BOX 617, LaJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHY PATTERSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MORGILLO/RYEN

Return Costs

Cost Description

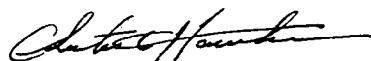
54.55 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

____ Day Of _____ 2001

So Answers,



Chester A. Hawkins
Sheriff

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification 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
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115**

Plaintiff

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
: NO. 01-1159-CD

vs.

**BLAIN R. PATTERSON
KATHY J. PATTERSON
314 PRUNNER STREET
OSCEOLA, PA 16666**

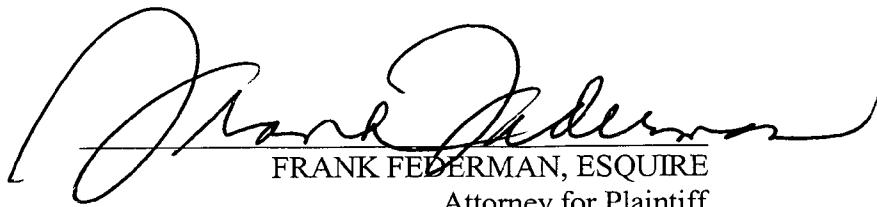
Defendant(s)

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is 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
- Act 91 procedures have been fulfilled

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



FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FEDERMAN and PHELAN
By: FRANK FEDERMAN
Identification 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

vs.

**BLAIN R. PATTERSON
KATHY J. PATTERSON**

Defendant(s)

: **CLEARFIELD COUNTY**
: **Court of Common Pleas**
: **CIVIL DIVISION**
: **NO. 01-1159-CD**

VERIFICATION OF NON-MILITARY SERVICE

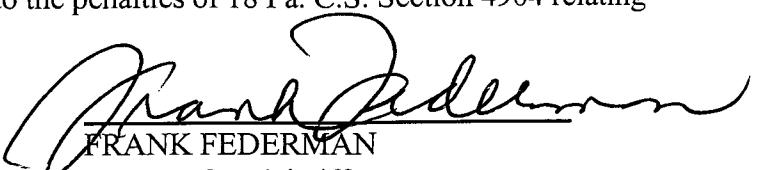
FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/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 **BLAIN R. PATTERSON** is over 18 years of age and resides at **314 PRUNNER STREET , OSCEOLA , PA 16666 .**

(c) that defendant **KATHY J. PATTERSON** is over 18 years of age, and resides at **314 PRUNNER STREET , OSCEOLA , PA 16666 .**

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


FRANK FEDERMAN
Attorney for Plaintiff

(Rule of Civil Procedure No. 236 – Revised)

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

: CLEARFIELD COUNTY

:

: Court of Common Pleas

:

: CIVIL DIVISION

:

: NO. 01-1159-CD

Plaintiff

:

:

**BLAIN R. PATTERSON
KATHY J. PATTERSON**

:

:

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered against you on
SEPTEMBER 16, 2000

2001

By _____ DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Filing Party

One Penn Center at Suburban Station

Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

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

FILED Aug 2000
SEP 4 2000
6 2000
NOTICES TO DEFENDANTS
STATEMENT TO ATTY
William A. Shaw
Prothonotary
ECK

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

COPY

Manufacturers and Traders Trust Company
Plaintiff(s)

No.: 2001-01159-CD

Real Debt: \$44,630.79

Atty's Comm:

Vs.

Costs: \$

Int. From:

Blain Patterson
Kathy Patterson
Defendant(s)

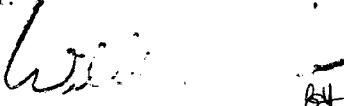
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 6, 2001

Expires: September 6, 2006

Certified from the record this 6th day 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

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

MANUFACTURERS AND TRADERS : CLEARFIELD
TRUST COMPANY, TRUSTEE FOR :
SECURITIZATION SERIES 1999-1, : COURT OF COMMON
AGREEMENT DATED 3/04/99 : PLEAS
: CIVIL DIVISION
Plaintiff : NO. 01-1159-CD
vs. :
: BLAIN R. PATTERSON :
KATHY J. PATTERSON :
RR #1, BOX 617 :
LAROSE, PA 15753 :
: Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$ 44,630.79
Interest from	\$ _____
SEPTEMBER 26, 2001 to (sale date)	and Costs
(per diem - \$7.34)	


FRANK FEDERMAN, ESQUIRE
ONE PENN CENTER AT SUBURBAN STATION
SUITE 1400
PHILADELPHIA, PA 19103
Attorney for Plaintiff

Note: Please attach description of property.

FILED

OCT 05 2001

William A. Shaw
Prothonotary

No. 01-1159-CD Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS TRUST COMPANY, TRUSTEE FOR SECURITIZATION SERIES 1999-1, AGREEMENT
DATED 3/04/99

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff

Address: RR #1, BOX 617, LAROSE, PA 15753
Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Hale and Pruner Streets; thence Northerly along Pruner Street Seventy-five (75') feet to a post; thence Westerly by the division line between the Northern and Southern halves of Lot No. 97 Eighty (80') feet to a post; thence Southerly by a line parallel with Pruner Street Seventy-five (75') feet to Hale Street; thence Easterly along Hale Street Eighty (80') feet to the place of beginning.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Paul F. Barnett, et ux., dated February 19, 1993, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1515, Page 116, February 19, 1993.

FILED

OCT 05 2001

~~Rec'd in~~
3521 Lewiston Sheriff
William A. Shaw
Prothonotary

A/H, Redman pd
1/ \$90.00

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

1 : CLEARFIELD
2 :
3 : COURT OF COMMON
4 : PLEAS

79

NO. 01-1159-CD

BLAIN R. PATTERSON
KATHY J. PATTERSON
RR #1, BOX 617
LAROSE, PA 15753

Defendant(s)

• [View Details](#)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF WYOMING:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 314 PRUNNER STREET, OSCEOLA, PA 16666
(see attached legal description)

Amount Due \$ 44,630.79

Interest from \$ _____
SEPTEMBER 26, 2001 to (sale date)
(per diem - \$7.34)

Total \$ 120.00 Plus Costs as endorsed.

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: 10.5.01
(Seal)

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Hale and Pruner Streets; thence Northerly along Pruner Street Seventy-five (75') feet to a post; thence Westerly by the division line between the Northern and Southern halves of Lot No. 97 Eighty (80') feet to a post; thence Southerly by a line parallel with Pruner Street Seventy-five (75') feet to Hale Street; thence Easterly along Hale Street Eighty (80') feet to the place of beginning.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Paul F. Barnett, et ux., dated February 19, 1993, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1515, Page 116, February 19, 1993.

FEDERMAN AND PHELAN
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000
MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

v.

BLAIN R. PATTERSON
KATHY J. PATTERSON

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

NO.01-1159-CD

CLEARFIELD COUNTY

AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403

FRANK FEDERMAN, ESQUIRE, Attorney for Plaintiff, hereby certifies that service of the Notice of Sheriff's Sale was made by sending a true and correct copy by certified mail to Defendant, KATHY J. PATTERSON at RR #1, BOX 617, LAROSE, PA 15753 which notice of Sheriff's Sale was received by Defendant, KATHY J. PATTERSON on NOVEMBER 8, 2001 as evidenced by the attached return receipt.

The undersigned understands that this statement is made subject to the penalties of 18 PA C.S. s 4904 relating to unsworn falsification to authorities.

FILED

NOV 19 2001
M/11461/wg
John A. Shaw
notarized
No Court

Frank Federman
FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

2. Article Number



7160 3901 9844 5821 5425

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

KATHY J. PATTERSON
 RR #1, BOX 617
 LAROSE, PA 15753

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Kathy Patterson

B. Date of Delivery

11-8-01

C. Signature

X Kathy Patterson

 Agent Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

 Yes No

RE: BLAIN PATTERSON

SENDER: TEAM 2

PS Form 3811, April 2001

Domestic Return Receipt

NOV 12 2001

FEDERMAN AND PHELAN
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000
MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

v.

BLAIN R. PATTERSON
KATHY J. PATTERSON

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

NO.01-1159-CD

CLEARFIELD COUNTY

AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403

FRANK FEDERMAN, ESQUIRE, Attorney for Plaintiff, hereby certifies that service of the Notice of Sheriff's Sale was made by sending a true and correct copy by certified mail to Defendant, BLAIN R. PATTERSON at RR #1, BOX 617, LAROSE, PA 15753 which notice of Sheriff's Sale was received by Defendant, BLAIN R. PATTERSON on NOVEMBER 13, 2001 as evidenced by the attached return receipt.

The undersigned understands that this statement is made subject to the penalties of 18 PA C.S. s 4904 relating to unsworn falsification to authorities.

FILED

NOV 26 2001

Frank Federma,
FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

November 20, 2001

William A. Shaw
Prothonotary

FILED

NOV 26 2001

ES

JK

William A. Shaw
Prothonotary

2001 NOV 26 AM 10:30
WILLIAM A. SHAW
PROTHONOTARY

2. Article Number



7160 3901 9844 5821 5418

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

BLAIN R. PATTERSON
 RR #1, BOX 617
 LAROSE, PA 15753

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

BLAINE PATTERSON

B. Date of Delivery

11-13-01

C. Signature

Blaine Patterson Agent Address

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

Yes
 No

NOV 15 2001

RE: BLAIN PATTERSON

SENDER: TEAM 2

PS Form 3811, April 2001

Domestic Return Receipt

FEDERMAN AND PHELAN
by: Daniel G. Schmieg, Esquire
Atty. I.D. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MANUFACTURERS AND TRADERS TRUST COMPANY,
TRUSTEE FOR SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

: NO. 01-1159-CD

PLAINTIFF'S PETITION FOR REASSESSMENT OF DAMAGES

Plaintiff, by its Attorney, Daniel G. Schmieg, Esquire, moves the Court to direct the Prothonotary to reassess the damages in this matter, and in support thereof avers the following:

1. This is an action in Mortgage Foreclosure in which Judgment was entered by default dated on SEPTEMBER 7, 2001 in the amount of \$44,630.79.
2. A Sheriff's Sale of the mortgaged premises was postponed or stayed for the following reasons: The Defendant(s) filed a Chapter 7 Bankruptcy (#01-23481BM) filed on APRIL 4, 2001. The Bankruptcy was dismissed by order of court dated.
3. The mortgaged premises are listed for Sheriff's Sale on JANUARY 4, 2002.
4. Additional sums have been incurred or expended on Defendant(s)' behalf during the time the sale was postponed or

FILED

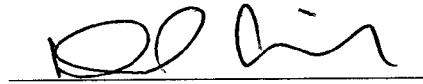
DEC 19 2001
m1150/ncc
William A. Shaw
Prothonotary

stayed, and Defendant(s) have been given credit for any payments that have been made since the judgment, if any. The amount of damages should now read as follows:

Principal Balance	39,906.34
Interest Amount	4,320.82
11/24/00 through 1/4/02	
Late Charges: <i>To the Filing of the complaint</i>	117.42
Legal fees	1,650.00
Cost of Suit and Title	1,747.50
Sheriff's Sale Costs	0.00
Inspections/Other	192.79
Appraisal Fees	0.00
Escrow	0.00
Credit	
Deficit	468.00
TOTAL	\$48,402.87

5. Under the terms of the mortgage, Plaintiff is entitled to inclusion of the figures set forth in paragraph four in the amount of judgment against the Defendant(s).

WHEREFORE, Plaintiff respectfully requests this Honorable Court issue an Order to the Prothonotary to reassess the damages as set forth above.



Daniel G. Schmieg, ESQUIRE
Attorney for Plaintiff

FEDERMAN AND PHELAN
by: Daniel G. Schmieg, Esquire
Atty. I.D. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MANUFACTURERS AND TRADERS TRUST COMPANY,
TRUSTEE FOR SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

: NO. 01-1159-CD

PRAECIPE FOR RULE TO SHOW CAUSE

TO THE PROTHONOTARY:

Kindly enter a Rule upon BLAIN R. PATTERSON & KATHY J. PATTERSON, Defendant(s) to show cause why the attached Order for Reassessment of Damages should not be entered.



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

FILED

DEC 19 2001
m/11:50am nocc

William A. Shaw
Prothonotary



FEDERMAN AND PHELAN
by: Daniel G. Schmieg, Esquire
Atty. I.D. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MANUFACTURERS AND TRADERS TRUST COMPANY,
TRUSTEE FOR SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

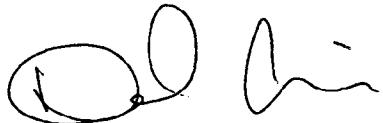
: NO. 01-1159-CD

AFFIDAVIT OF SERVICE

Daniel G. Schmieg, Esquire, hereby certifies that a copy of Plaintiff's Petition for Reassessment of Damages have been sent to the individuals indicated below on December 18, 2001.

BLAIN R. PATTERSON
KATHY J. PATTERSON
RR #1, BOX 617
LAROSE, PA 15753

DATE: December 18, 2001



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

FILED
DEC 19 2001
m 11:50 am
William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
by: Daniel G. Schmieg, Esquire
Atty. I.D. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MANUFACTURERS AND TRADERS TRUST COMPANY,
TRUSTEE FOR SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

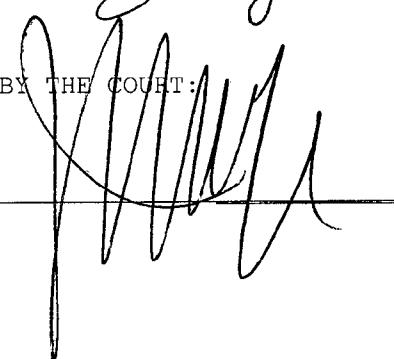
: NO. 01-1159-CD

RULE

AND NOW, this 28 day of December, 2001, a Rule is entered upon BLAIN R. PATTERSON & KATHY J. PATTERSON, Defendant(s) to show cause why the attached Order for Reassessment of Damages should not be entered.

RULE RETURNABLE the 18th day of January, 2002.

BY THE COURT:



J.

FILED 

DEC 28 2001
01104312cc atty/Federman
William A. Shaw
Prothonotary

FEDERMAN AND PHELAN

by: Daniel G. Schmieg, Esquire
Atty. I.D. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MANUFACTURERS AND TRADERS TRUST COMPANY,
TRUSTEE FOR SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

: NO. 01-1159-CD

ORDER

AND NOW, this _____ day of _____, the
Prothonotary is ORDERED to reassess the damages in this case as follows:

Principal Balance	39,906.34
Interest Amount	4,320.82
11/24/00 through 1/4/02	
Late Charges: <i>To the Filing of the complaint</i>	117.42
Legal fees	1,650.00
Cost of Suit and Title	1,747.50
Sheriff's Sale Costs	0.00
Inspections/Other	192.79
Appraisal Fees	0.00
Escrow	
Credit	0.00
Deficit	468.00
TOTAL	\$48,402.87

Plus interest per diem from 1/4/02 through Date of Sale at six (6%) percent.

NOTE: THE ABOVE FIGURE IS NOT A PAY OFF - SHERIFF'S SALE COSTS
AND COMMISSION ARE NOT INCLUDED IN THE ABOVE FIGURES.

BY THE COURT:

J.

FEDERMAN AND PHELAN
by: Daniel G. Schmieg, Esquire
Atty. I.D. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MANUFACTURERS AND TRADERS TRUST COMPANY,
TRUSTEE FOR SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

: NO. 01-1159-CD

BRIEF OF LAW IN SUPPORT OF
PLAINTIFF'S MOTION TO REASSESS DAMAGES

I. BACKGROUND OF CASE

Plaintiff and Defendant(s) entered into a Promissory Note and Mortgage Agreement, wherein Defendant(s) agreed to pay Plaintiff principal, interest, late charges, real estate taxes, hazard insurance premiums and mortgage insurance premiums as said monies became due. In turn, Plaintiff's Note was secured by a mortgage on the subject premises. The Mortgage Agreement indicates that in the event Defendant(s) defaults, Plaintiff may pay any necessary obligations in order to protect its collateral, the subject premises.

In the case sub judicia, Defendant(s) failed to abide by the Mortgage Agreement by failing to tender numerous, promised monthly mortgage payments. Accordingly, after Plaintiff determined that Defendant(s) were not going to cure the default and bring the loan current, Plaintiff commenced a Mortgage Foreclosure Action.

Judgment was subsequently entered by the Court, and the subject property is scheduled for Sheriff's Sale.

Because of the excessive period of time between the initiation of the Mortgage Foreclosure Action, the entry of Judgment and the Sheriff's Sale date, damages as previously assessed by the Court are outdated and must be increased to include current interest, real estate taxes, insurance premiums, and other expenses which Plaintiff has been obligated to pay under the Mortgage Agreement in order to protect its interest.

RECEIVED

DEC 19 2001

**COURT ADMINISTRATION
OFFICE**

II. ARGUMENT FOR REASSESSMENT OF DAMAGES

The Pennsylvania Rules of Civil Procedure are silent with respect to the issue of Reassessment of Damages; however, Rule 1037 provides, "the Prothonotary shall assess damages for the amount which Plaintiff is entitled if it is a sum certain or which can be made certain by computation..." In the instant case, the amount to which Plaintiff is entitled is readily calculated by review of the Mortgage Agreement, which is of record, together with the Complaint which specifically lists the items chargeable.

Clearly, if Rule 1037 gives the Prothonotary the right to assess damages for the amount to which Plaintiff is entitled as set forth in the Complaint, the Court has similar power to reassess damages at a later date.

In addition, Rule 1037(a) provides that the Court, on motion of a party, may enter an appropriate judgment against a party upon default or admission. If the Court has the power to enter judgment, it certainly has the power to do a lesser act, to wit, reassess damages.

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments Sec. 191. See also, Stephenson v. Butts, 187 Pa.Super 55, 59, 142 A.2d 319, 321 (1958); Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super 1988).

In Chase Home Mortgage, the Court stated that where a judgment has been assessed following defendant's failure to file a responsive pleading in a mortgage foreclosure action, a mortgagee "...could properly move the court to amend the judgment to add additional sums due by virtue if the mortgage's failure to comply with the terms of the mortgage agreement..." Id. at 24. Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. See Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971).

Plaintiff submits that if Plaintiff went to sale without reassessing damages, and if there was competitive bidding for the subject premises, Plaintiff would suffer irreparable harm in that it would not be able to recoup monies it paid to protect its interest. Conversely, a reassessment of damages will not be detrimental whatsoever to Defendant(s) as it imputes no personal liability.

The Supreme Court of Pennsylvania found in the Landau v. Western Pa. Nat. Bank case that the debt owed on a mortgage changes and can be expected to change from day to day, because Western Pennsylvania must pay expenses for the property in order to protect its collateral. 445 Pa. 117, 282 A.2d 335 (1971). Because a mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. See Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939).

Therefore, Plaintiff respectfully submits that if the enforcement of its rights are delayed by legal proceedings and enforcement of its judgment, and such delays require the mortgagee to expend additional sums pursuant to the Mortgage, then said expenses become part of the mortgagee's lien and should be included in said judgment. As the Court indicated in FNMA v. Jefferson, an unreported case a copy of which is attached hereto, since the charges enumerated in Plaintiff's Motion for Reassessment of Damages were incurred pursuant to the Mortgage Agreement, and the mortgage had not yet been paid, said charges should be included in Plaintiff's judgment amount. May Term, 1986, No. 2359 (CCP PHILA. 1986).

III. CONCLUSION

Plaintiff respectfully requests this Honorable Court grant its Petition to Reassess Damages. Plaintiff respectfully submits that it has acted in good faith in maintaining the property in accordance with the Mortgage, and in reliance on said instrument with the understanding that it would recover the monies it expended to protect its collateral.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to reassess the damages as set forth in the Petition to Reassess Damages.



DANIEL G. SCHMIEG, ESQUIRE

RECEIVED FEB 14 1986

12-2315

2

FEDERAL NATIONAL MORTGAGE
ASSOCIATION
vs.

JOSEPH JEFFERSON and
ROSIE JEFFERSON, his wife

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

MAY TERM, 1982
NO. 2359

ORDER AND OPINION

WHITE, J.

AND NOW, this 4 day of

FEB

, 1986,

upon consideration of Plaintiff, Federal National Mortgage Association's Petition for Reconsideration Nunc Pro Tunc of this Court's Order of November 7, 1985 and the Answer thereto of Defendants, Joseph Jefferson and Rosie Jefferson, it is hereby ORDERED and DECREED as follows:

- 1) Said Petition is GRANTED;
- 2) This Court's Order of November 7, 1985 is REVERSED and Plaintiff's Motion for Reassessment of Damages is GRANTED;
- 3) Judgment is hereby increased to \$6,147.71.

Because Plaintiff was required to accept current mortgage payments upon the filing of Defendants' bankruptcy petition and in fact did so, it is necessary to reassess the amount of damages that initially were assessed after judgment by default was entered in this action. Because Defendants have not refuted the specific amounts claimed

by Plaintiff in the instant Motion for Reassessment, this Court finds that Defendants have admitted these amounts, pursuant to Pa. R.C.P. 1029(c).

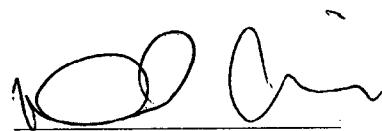
BY THE COURT:


THOMAS A. WHITE, J.

VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this affidavit, and that the statements made in the foregoing Petition for Reassessment of Damages are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: December 18, 2001



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SEREIS 1999-1,
AGREEMENT DATED 3/4/99

) CIVIL ACTION

)

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

) CIVIL DIVISION
NO. 01-1159 CD

FILED

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)

SS:

DEC 06 2001
m/12/01 (ms)
William A. Shaw
Prothonotary
w. C/C
GJD

I, FRANK FEDERMAN, ESQUIRE attorney for MANUFACTURERS AND
TRADERS TRUST COMPANY, TRUSTEE FOR SECURITIZATION SEREIS
1999-1, AGREEMENT DATED 3/4/99 hereby verify that on NOVEMBER 6, 2001
and NOVEMBER 29, 2001 true and correct copies of the Notice of Sheriff's sale were
served by certificate of mailing to the recorded lienholders, and any known interested
party see Exhibit "A" attached hereto. Notice of Sale was sent to the Defendant(s) on
NOVEMBER 7, 2001 and NOVEMBER 9, 2001 by certified mail return receipt
requested see Exhibit "B" attached hereto.

DATE: November 30, 2001


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

7160 3901 9844 5821 5428

TO: BLAIN R. PATTERSON
RR #1, BOX 617
LAROSE, PA 15753

SENDER: TEAM 2

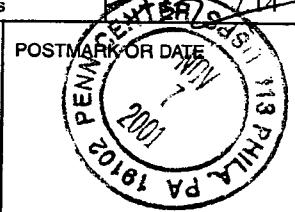
REFERENCE: BLAIN PATTERSON

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9844 5821 5425

TO: KATHY J. PATTERSON
RR #1, BOX 617
LAROSE, PA 15753

SENDER: TEAM 2

REFERENCE: BLAIN PATTERSON

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

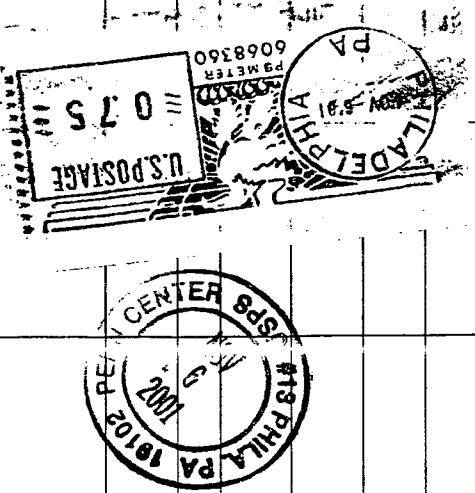


Name and
Address
of Sender

FEDERMAN & PHELAN
ONE PENN CENTER, SUBURBAN STATION, SUITE 1400
PHILADELPHIA, PA 19102

Line Article Name of Addressee, Street, and Post Office Address

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	GMW	TENANT/OCCUPANT 314 PRUNNER STREET OSCEOLA, PA 16666		
2		COMMONWEALTH OF PA DEPT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
3		CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
4				
5				
6				
7				
8				
9				
10				
11				
12		RE:BLAIN PATTERSON		
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)		



Name and
Address
of Sender

FEDERMAN & PHELAN
One Penn Center at Suburban, Suite 1400
Philadelphia, PA 19103

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	****	BENEFICIAL CDC D/B/A BENEFICIAL MORTGAGE COMPANY OF PA 1607 PENNSYLVANIA AVENUE TYRONE, PA 16686		
2	****			
3	****			
4	****			
5				
6	****			
7	****			
8	****			
9	****			
10	****			
11	****			
12	****			
13	****			
14				
15		RE: PATTERSON, BLAIN	GMW	
Total Number of Pieces Listed by Sender	1	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	

TEAM #2

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS TRUST
COMPANY, TRUSTEE FOR SECURITIZATION
SERIES 1999-1, AGREEMENT DATED 3/04/99)

Plaintiff) CIVIL DIVISION
vs.)

BLAIN R. PATTERSON)
KATHY J. PATTERSON) NO. 01-1159-CD
Defendant(s))

AMENDED
AFFIDAVIT PURSUANT TO RULE 3129.1

MANUFACTURERS AND TRADERS TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1, AGREEMENT DATED 3/04/99, Plaintiff
in the above action, sets forth as of the date the Praeclipe for
the Writ of Execution was filed the following information
concerning the real property located at 314 PRUNNER STREET,
OSCEOLA, PA 16666.

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

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

BLAIN R. PATTERSON RR #1, BOX 617
LAROSE, PA 15753

KATHY J. PATTERSON RR #1, BOX 617
LAROSE, PA 15753

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)

NONE

DEC 06 2001

W/ 11:40 AM
William A. Shaw
Prothonotary
No C/C
REK

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

BENEFICIAL CDC, D/B/A BENEFICIAL
MORTGAGE CO. OF PA 1607 PENNSYLVANIA AVENUE
TYRONE, PA 16686

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 DOMESTIC
RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

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

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

TENANT/OCCUPANT 314 PRUNNER STREET
OSCELOA, PA 16666

COMMONWEALTH OF PA P.O. BOX 2675
DEPT. OF WELFARE HARRISBURG, PA 17105

(Attach separate sheet if more space is needed)

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.

November 29, 2001
Date


FRANK FEDERMAN, ESQ.
Attorney for Plaintiff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

MANUFACTURERS AND TRADERS
TRUST COMPANY, TRUSTEE FOR
SECURITIZATION SERIES 1999-1,
AGREEMENT DATED 3/04/99

1. CLEARFIELD
2. COURT OF COMMON
3. PLEAS
4. CIVIL DIVISION
5. NO. 01-1159-CD

BLAIN R. PATTERSON
KATHY J. PATTERSON
RR #1, BOX 617
LAROSE, PA 15753

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF WYOMING:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 314 PRUNNER STREET, OSCEOLA, PA 16666
(see attached legal description)

Amount Due \$ 44,630.79
Interest from \$ _____
SEPTEMBER 26, 2001 to (sale date)
(per diem - \$7.34)
Total \$ 120.00 Plus Costs as endorsed.

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: 10.5.01
(Seal)

RECEIVED OCT 8 2001
(a) 9:03 AM
Chester A. Harding
by Margaret H. Pitt

No. 01-1159-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS' TRUST COMPANY, TRUSTEE FOR SECURITIZATION SERIES 1999-1, AGREEMENT DATED
3/04/99

vs.

BLAIN R. PATTERSON
KATHY J. PATTERSON

WRIT OF EXECUTION
(Mortgage Foreclosure)

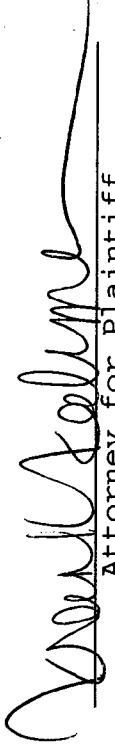
Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.


Michael J. Johnson
Attorney for Plaintiff

Address: RR #1, Box 617, LAROSE, PA 15753
Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Hale and Pruner Streets; thence Northerly along Pruner Street Seventy-five (75') feet to a post; thence Westerly by the division line between the Northern and Southern halves of Lot No. 97 Eighty (80') feet to a post; thence Southerly by a line parallel with Pruner Street Seventy-five (75') feet to Hale Street; thence Easterly along Hale Street Eighty (80') feet to the place of beginning.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Paul F. Barnett, et ux., dated February 19, 1993, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1515, Page 116, February 19, 1993.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11627

MANUFACTURERS AND TRADERS TRUST CO

01-1159-CD

VS.

PATTERSON, BLAIN R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 27, 2001, AT 10:05 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

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

NOW, NOVEMBER 27, 2001, AT 11:24 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BLAIN R. PATTERSON, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #1, BOX 617, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, 15753, BY HANDING TO BLAIN R. PATTERSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 27, 2001, AT 11:24 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BLAIN R. PATTERSON, HUSBAND OF KATHY J. PATTERSON, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #1, BOX 617, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, 15753, BY HANDING TO BLAIN R. PATTERSON, HUSBAND OF KATHY J. PATTERSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JANUARY 4, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY

NOW, JANUARY 30, 2002, RECEIVED ATTORNEY CHECK #178610 IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$1,286.25) FOR COSTS DUE ON SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11627

MANUFACTURERS AND TRADERS TRUST CO

01-1159-CD

VS.

PATTERSON, BLAIN R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 31, 2002, RETURN WRIT AS AS SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$235.63

SURCHARGE \$ 40.00

PAID BY ATTORNEY

Sworn to Before Me This

31st Day Of Jan 2002

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Margaret H. Ruth
Chester A. Hawkins
Sheriff

FILED

01/31/02
JAN 31 2002

E
KED

William A. Shaw
Prothonotary

Page 2 of 2

FEDERMAN AND PHELAN, L.L.P.

One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Fax: 215-563-7009

Timothy Hogan
Legal Assistant

Representing Lenders in
Pennsylvania and New Jersey

January 9, 2002

Office of the Sheriff
Clearfield County Courthouse
One North 2nd Street
Clearfield, PA 16830

Re: PATERSON, BLAIN
314 PRUNNER STREET
OSCEOLA MILLS, PA
No. 01-1159-CD

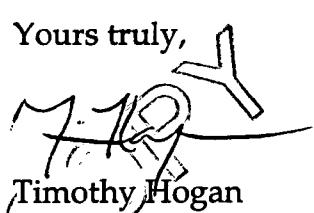
Dear Sir or Madam:

With reference to the above captioned property, please prepare the Sheriff's Deed to MANUFACTURERS & TRADERS TRUST COMPANY, ONE M & T PLAZA, BUFFALO NY 14203-2399, TRUSTEE FOR SECURITIZATION SERIES 1999-1, AGREEMENT DATED 3-04-99, 338 S. WARMINSTER ROAD, HATBORO, PA 19040.

In addition, please send a copy of the Deed before it is sent for recording. Enclosed are two Transfer Tax Affidavits along with two stamped self-addressed envelopes for your convenience.

Thank you in advance for your cooperation in this matter.

Yours truly,



Timothy Hogan

Enclosure



cc: FAIRBANKS CAPITAL CORPORATION

Account No. 2074366523

~~REAL~~

SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE LIFE

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 BLAIN R. PATTERSON AND KATHY J. PATTERSON

to public venue or outcry at which time and place I sold the same to MANUFACTURERS AND TRADERS TRUST COMPANY,
TRUSTEE FOR SECURITIZATION SERIES 1999-1 he/she being the highest bidder, for the sum of \$ 1.00 + COSTS
and made the following appropriations, viz.: AGREEMENT DATED 3-4-99

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MILEAGE	13.00
POSTING	15.00

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 44,630.79
INTEREST FROM 9-26-01 TO SALE DATE	
@\$7.34	TO BE ADDED
TOTAL DEBT & INTEREST	\$44,630.79

CSDS	10.00
COMMISSION 2%	
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	17.55
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 2.00
BILLING - PHONE - FAX	

COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION	\$	
ADVERTISING	\$	
LATE CHARGES & FEES	\$	
TAXES-Collector	\$	
TAXES-Tax Claim	\$	1,477.59
COSTS OF SUIT-To Be Added	\$	
LIST OF LIENS AND MORTGAGE SEARCH	\$	140.00
FORCLOSURE FEES /ESCROW DEFICIT	\$	
ACKNOWLEDGEMENT	\$	5.00
DEED COSTS	\$	15.50
ATTORNEY COMMISSION	\$	
SHERIFF COSTS	\$	235.63
LEGAL JOURNAL AD	\$	74.25
REFUND OF ADVANCE	\$	
REFUND OF SURCHARGE	\$	
PROTHONOTARY	\$	120.00

TOTAL SHERIFF COSTS **\$** **235.63**

TOTAL COSTS \$ 2,286.25

REGISTER & RECORDER \$ 15.50
ACKNOWLEDGEMENT **** 5.00
TRANSFER TAX 2% 
TOTAL DEED COSTS \$ 20.50

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

Chester A. Hawkins, Sheriff