

01-1202-CD

M&T Morg vs Joseph Picard et al

01

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11329

M&T MORTGAGE CORP.

01-1202-CD

VS.

PICARD, JOSEPH M. & NICOLE M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 6, 2001 AT 9:51 AM DST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON NICOLE M. PICARD, DEFENDANT AT
RESIDENCE, ROOSEVELT ST., WINBURNE, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO NICOLE M. PICARD A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE
KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

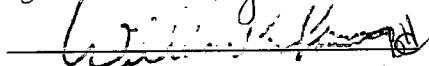
NOW AUGUST 27, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE "NOT SERVED PER ATTORNEY" AS TO JOSEPH M. PICARD,
DEFENDANT.

Return Costs

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


Sworn to Before Me This

28th 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

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879
Defendant(s)

NO. 01-1202-CO

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org

I hereby certify that this is a true
and correct copy of the original
submitted in this case.

JUL 25 2001

Attest:

William J. [Signature]
Prothonotary

AVISO

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

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

**Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org**

NOTICE

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

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

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

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

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

Assignor: Keystone Financial Mortgage Corporation

Assignee: M&T Mortgage Corp.

Recording Date: **LODGED FOR RECORDING** Book: Page:

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

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

MORTGAGED PREMISES: Roosevelt Street
MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Cooper
COUNTY: Clearfield
DATE EXECUTED: 6/8/96
DATE RECORDED: 6/14/96 BOOK: 1765 PAGE: 333

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

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

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

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

6. The following amounts are due on the said Mortgage as of 7/24/01:

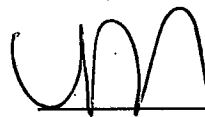
Principal of debt due and unpaid	\$21,874.62
Interest at 8.25% from 7/1/00 to 7/24/01 (the per diem interest accruing on this debt is \$4.94 and that sum should be added each day after 7/24/01)	1,921.66
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$62.22 and that sum should be added on the first of each month after 7/24/01)	401.03
Late Charges (monthly late charge of \$12.67 should be added on the fifteenth of each month after 7/24/01)	139.37
Pro Rata PMI	24.82
Other Fees	58.50
Recording Fees	20.00
Property Inspections	25.50
Attorneys Fees (anticipated and actual to 5% of principal)	1,093.73
TOTAL	\$26,089.23

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the

mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. Notice of Intention to Foreclose under Act 6 of 1974 of the Commonwealth of Pennsylvania has been sent to each Defendant, certified mail, in accordance with the requirements of that act, and copy(s) are attached hereto as Exhibit "A" and made part hereof. The notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has not been sent because the Mortgage is insured by the Federal Housing Administration ("FHA") and the notice is therefore not required.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$26,089.23 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THAT CERTAIN LOT OR PAARCEL OF LAND SITUATE IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LANDS NOW OR FORMERLY OF AUGUST JOHNSON; ON THE EAST BY LANDS NOW OR FORMERLY OF EDWARD HOLMSTROM; ON THE SOUTH BY THE PUBLIC ROAD LEADING FROM THE WINBURNE SCHOOL TO THE HIGHWAY LEADING TO LANSE; AND ON THE WEST BY PROPERTY NOW OR FORMERLY OF MRS. JAMES KEPHART.



M&T Mortgage Corporation

DATE: FEBRUARY 21, 2001 • Over 140 Years of Experience Behind Us

FHLMC

1-800-724-1633

REQUEST TO COMMENCE FORECLOSURE ACTION

SUBMITTED TO: Mark J Udren & Associate
Attn: Mark J Udren Esq
1040 Kings Hwy N Ste 500 Cherry Hill, NJ 08034
LOAN NUMBER: 9633132
MORTGAGE TYPE: Conventional
SELLER/SERVICER NO.: 107268
INVESTOR LOAN NO.: 863220363

MORTGAGOR INFORMATION:

ORIGINAL MORTGAGOR: *Picard*
PROPERTY ADDRESS: Roosevelt St
Winburne PA 16879
PRESENT OWNER(S): Nicole M Picard
MAILING ADDRESS: Roosevelt St
Winburne, PA 16879
OCCUPANCY STATUS: UNKNOWN

STATUS OF ACCOUNT:

MORTGAGE DATE: 06-08-96
ORIGINAL BALANCE: \$ 26125
INTEREST RATE: 8.25000
UNPAID BALANCE: \$ 21874.62
INTEREST PAID TO: 07-02-00
ESCROW BALANCE: \$.00
ESCROW ADVANCE: \$ 227.10

PER DIEM INTEREST: \$ 4.94

MONTHLY LATE CHARGE: \$ 12.67 IS DUE ON THE 16 DAY OF EACH MONTH.

MORTGAGE ESCROWED FOR: ☒ TAXES ☒ HAZARD ☒

ARREARAGES: DUE DATE: 08-01-00 FIGURE GOOD THRU: 02-21-01

PAYMENT	BEGIN	PMTS	RATE	P & I	ESCROW	TOT PAYMT
315.67	08/01/00	5	8.25000	253.45	62.22	1,578.35
315.20	01/01/01	2	8.25000	253.45	61.75	630.40

TOTAL REGULAR PAYMENTS \$ 2278.26
ACCRUED LATE CHARGES 76.02
NSF BALANCE .00
RECOVERABLE CORPORATE ADVANCE: .00
OTHER .00

TOTAL DUE: \$ 2354.28

FHLMC

EXHIBIT A

*The Per Diem Interest is daily-to get monthly figures you MUST call this office.

M&T Mortgage Corporation • Correspondence • P.O. Box 840, Buffalo, New York 14240-0840
M&T Mortgage Corporation • Payments • P.O. Box 444, Buffalo, New York 14240-0444

Read 3/21/01 30m



M&T Mortgage Corporation

A SUBSIDIARY OF M&T BANK • Over 140 Years of Experience Behind Us

1-800-724-1633

Loan No.: 963313-2

FORECLOSURE INFORMATION:

FORECLOSE ON BEHALF OF: Manufactures & Traders Trust Company

INVESTOR: Manufactures & Traders Trust Company

COPIES OF ALL PLEADINGS MUST BE SENT TO M&T MORTGAGE CORPORATION

SEND COPIES OF PLEADINGS TO: _____

DOCUMENTS ENCLOSED: (O = ORIGINAL; C = COPY)

<u>C</u> MORTGAGE NOTE	_____ ASSIGNMENT FROM _____ TO _____
<u>C</u> MORTGAGE DEED	_____ ASSIGNMENT FROM _____ TO _____
<u>C</u> TITLE INSURANCE POLICY	_____ SUBSTITUTION OF TRUSTEE ENCLOSED
<u>C</u> SURVEY	_____ VERIFICATION OF EMPLOYMENT
<u>C</u> APPLICATION	_____ OTHER
<u>C</u> COPY OF DEMAND	_____ OTHER
_____ APPRAISAL	
_____ ORIGINAL DOCUMENTS HAVE BEEN ORDERED & WILL BE FORWARDED	

MORTGAGOR SOCIAL SECURITY NUMBER: 177-68-1117

ADDITIONAL COMMENTS:

FIRST LEGAL ACTION MUST BE COMPLETED BY: _____

 * PLEASE NOTE: Updated figures MUST be obtained from this *
 * department before accepting funds for a payoff or reinstatement. *
 * Funds MUST be sent overnight mail. Checks drawn from your *
 * trust account are acceptable on both payoff and reinstatement. *

This foreclosure will be part of Andrea Lynch's portfolio throughout the foreclosure sale. If you have any questions, please call (716) 848-7203.

M&T Mortgage Corporation hereby requests that foreclosure proceedings commence on this mortgage.

XF011



M&T Mortgage Corporation

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October 27, 2000

1-800-724-1633

Nicole M Picard
Roosevelt St
Winburne PA 16879

RE: Homeowner's Name(s): Nicole M Picard

Property Address: Roosevelt St
Winburne PA 16879

Loan Acct.No.: 963313-2

Curent Lender/ Servicer: M&T Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agenices 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 country 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,

M&T Mortgage Corporation

1-800-724-1633

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you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has (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: Roosevelt St
Winburne PA 16879
is SERIOUSLY IN DEFAULT because:

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

Regular monthly payments of \$ 325.60 for the months of
08-01-00 through today's date.
Other charges: Accrued late charges: \$ 50.68
Accrued other fees: \$.00

TOTAL AMOUNT PAST DUE: \$ 1027.48

CL 951

M&T Mortgage Corporation

1-800-724-1633

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HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1027.48, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECAME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by cash, cashier's check, certified check or money order made payable and sent to:

M&T Mortgage Corporation
One Fountain Plaza/ 7th Floor
Attn: Payment Processing
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) Days of the date of this letter:

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. 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 foreclosure 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 principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and 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.

M&T Mortgage Corporation

1-800-724-1633

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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 10 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 contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T Mortgage Corporation
Address: P.O. Box 840
Buffalo, NY 14240
Phone Number: 800-724-1633

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

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

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 OCCURED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- * TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- * TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

CL 955

Russell Alessi
Enc: 33

APPENDIX A

Date: OCTOBER 27, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENT 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY
APPENDIX C

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 Ave. 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

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1-800-788-5062 (H.O. only)
FAX # (717) 399-4127

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

Northwest Counseling Services
5001 N 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 # (215) 563-7020

Community Housing Counseling Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX # (610) 444-8243

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

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

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

American Credit Counseling Institute

845 Coates St
Coatesville PA 19320
(888) 212-6741

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

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

CLARION COUNTY

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

P 973 380 864

RETURN
RECEIPT
SERVICE

POSTAGE	
RESTRICTION DELIVERY	
CERTIFICATE + RETURN RECEIPT	
TOTAL POSTAGE AND FEES	

POSTMARK OR DATE

SENT TO:

NO INSURANCE COVERAGE PROVIDED —
NOT FOR INTERNATIONAL MAIL —
(SEE OTHER SIDE)

Nicole M. Picard
Roosevelt St.
Winburne, PA 16879

PLACE STICKER AT TOP OF ENVELOPE TO
THE RIGHT OF RETURN ADDRESS

PS FORM 3800

US Postal Service

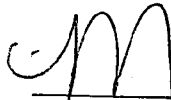
**Receipt for
Certified Mail**

IMPORTANT!

9633132

VERIFICATION

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



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

"WE HEREBY CERTIFY THE
WITHIN TO BE TRUE AND
CORRECT COPY OF THE ORIGINAL" *M*

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

ATTORNEY FOR PLAINTIFF

COPY

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879
Defendant(s)

NO. 01-1202-CO

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association

P.O. Box 186
Harrisburg, PA 17108

800-932-0311

717-238-6715

E-Mail: info@pabar.org
Internet: www.pabar.org

I hereby certify that
and attested to the
statement.

JUL 25 2001

Attest:

William J. ...
Prothonotary

AVISO

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

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

**Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org**

NOTICE

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

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

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

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

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

Assignor: Keystone Financial Mortgage Corporation

Assignee: M&T Mortgage Corp.

Recording Date: **LODGED FOR RECORDING** Book: Page:

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Roosevelt Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Cooper

COUNTY: Clearfield

DATE EXECUTED: 6/8/96

DATE RECORDED: 6/14/96 BOOK: 1765 PAGE: 333

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

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

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

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

6. The following amounts are due on the said Mortgage as of 7/24/01:

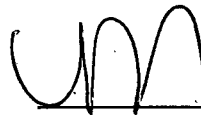
Principal of debt due and unpaid	\$21,874.62
Interest at 8.25% from 7/1/00 to 7/24/01 (the per diem interest accruing on this debt is \$4.94 and that sum should be added each day after 7/24/01)	1,921.66
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$62.22 and that sum should be added on the first of each month after 7/24/01)	401.03
Late Charges (monthly late charge of \$12.67 should be added on the fifteenth of each month after 7/24/01)	139.37
Pro Rata PMI	24.82
Other Fees	58.50
Recording Fees	20.00
Property Inspections	25.50
Attorneys Fees (anticipated and actual to 5% of principal)	1,093.73
TOTAL	\$26,089.23

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the

mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. Notice of Intention to Foreclose under Act 6 of 1974 of the Commonwealth of Pennsylvania has been sent to each Defendant, certified mail, in accordance with the requirements of that act, and copy(s) are attached hereto as Exhibit "A" and made part hereof. The notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has not been sent because the Mortgage is insured by the Federal Housing Administration ("FHA") and the notice is therefore not required.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$26,089.23 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THAT CERTAIN LOT OR PAARCEL OF LAND SITUATE IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LANDS NOW OR FORMERLY OF AUGUST JOHNSON; ON THE EAST BY LANDS NOW OR FORMERLY OF EDWARD HOLMSTROM; ON THE SOUTH BY THE PUBLIC ROAD LEADING FROM THE WINBURNE SCHOOL TO THE HIGHWAY LEADING TO LANSE; AND ON THE WEST BY PROPERTY NOW OR FORMERLY OF MRS. JAMES KEPHART.



DATE: February 21, 2001 of Experience Behind Us

FHLMC

1-800-724-1633

REQUEST TO COMMENCE FORECLOSURE ACTION

SUBMITTED TO: Mark J Udren & Associate
Attn: Mark J Udren Esq
1040 Kings Hwy N Ste 500 Cherry Hill, NJ 08034
LOAN NUMBER: 9633132
MORTGAGE TYPE: Conventional
SELLER/SERVICER NO.: 107268
INVESTOR LOAN NO.: 863220363

MORTGAGOR INFORMATION:

ORIGINAL MORTGAGOR: *Picard*

PROPERTY ADDRESS: Roosevelt St
Winburne PA 16879

PRESENT OWNER(S): Nicole M Picard

MAILING ADDRESS: Roosevelt St
Winburne, PA 16879

OCCUPANCY STATUS: UNKNOWN

STATUS OF ACCOUNT:

MORTGAGE DATE: 06-08-96

ORIGINAL BALANCE: \$ 26125

INTEREST RATE: 8.25000

UNPAID BALANCE: \$ 21874.62

INTEREST PAID TO: 07-02-00

ESCROW BALANCE: \$.00

ESCROW ADVANCE: \$ 227.10

PER DIEM INTEREST: \$ 4.94

MONTHLY LATE CHARGE: \$ 12.67 IS DUE ON THE 16 DAY OF EACH MONTH.

MORTGAGE ESCROWED FOR: ✓ TAXES ✓ HAZARD ✓

ARREARAGES: DUE DATE: 08-01-00 FIGURE GOOD THRU: 02-21-01

PAYMENT	BEGIN	PMTS	RATE	P & I	ESCROW	TOT PAYMT
315.67	08/01/00	5	8.25000	253.45	52.22	1,578.35
315.20	01/01/01	2	8.25000	253.45	51.75	630.40

TOTAL REGULAR PAYMENTS \$ 2278.26
ACCRUED LATE CHARGES 76.02
NSF BALANCE .00
RECOVERABLE CORPORATE ADVANCE: .00
OTHER .00

TOTAL DUE: \$ 2354.28

FHLMC

EXHIBIT A

***The Per Diem Interest is daily-to get monthly figures you MUST call this office.**



A SUBSIDIARY OF M&T BANK • Over 140 Years of Experience Behind Us

1-800-724-1633

Loan No.: 963313-2

FORECLOSURE INFORMATION:

FORECLOSE ON BEHALF OF: Manufactures & Traders Trust Company

INVESTOR: Manufactures & Traders Trust Company

COPIES OF ALL PLEADINGS MUST BE SENT TO M&T MORTGAGE CORPORATION

SEND COPIES OF PLEADINGS TO: _____

DOCUMENTS ENCLOSED: (O = ORIGINAL; C = COPY)

<u>C</u>	MORTGAGE NOTE	_____	ASSIGNMENT FROM _____ TO _____
<u>C</u>	MORTGAGE DEED	_____	ASSIGNMENT FROM _____ TO _____
<u>C</u>	TITLE INSURANCE POLICY	_____	SUBSTITUTION OF TRUSTEE ENCLOSED
<u>C</u>	SURVEY	_____	VERIFICATION OF EMPLOYMENT
_____	APPLICATION	_____	OTHER
<u>C</u>	COPY OF DEMAND	_____	OTHER
_____	APPRAISAL	_____	
_____	ORIGINAL DOCUMENTS HAVE BEEN ORDERED & WILL BE FORWARDED		

MORTGAGOR SOCIAL SECURITY NUMBER: 177-68-1117

ADDITIONAL COMMENTS:

FIRST LEGAL ACTION MUST BE COMPLETED BY: _____

* PLEASE NOTE: Updated figures MUST be obtained from this *
* department before accepting funds for a payoff or reinstatement. *
* Funds MUST be sent overnight mail. Checks drawn from your *
* trust account are acceptable on both payoff and reinstatement. *

This foreclosure will be part of Andrea Lynch's portfolio throughout the foreclosure sale. If you have any questions, please call (716) 848-7203.

M&T Mortgage Corporation hereby requests that foreclosure proceedings commence on this mortgage.

XF011



1-800-724-1633

A SUBSIDIARY OF M&T BANK • Over 140 Years of Experience Behind Us
October 27, 2000

Nicole M Picard
Roosevelt St
Winburne PA 16879

RE: Homeowner's Name(s): Nicole M Picard

Property Address: Roosevelt St
Winburne PA 16879

Loan Acct.No.: 963313-2
Curent Lender/ Servicer: M&T Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the
consumer credit counseling agenices 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
country 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,

M&T Mortgage Corporation

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1-800-724-1633

you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has (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: Roosevelt St

Winburne PA 16879

is SERIOUSLY IN DEFAULT because:

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

Regular monthly payments of \$ 325.60 for the months of 08-01-00 through today's date.

Other charges:	Accrued late charges:\$	50.68
	Accrued other fees: \$.00

TOTAL AMOUNT PAST DUE: \$ 1027.48

CL 951



M&T Mortgage Corporation

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HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1027.48, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by cash, cashier's check, certified check or money order made payable and sent to:

M&T Mortgage Corporation
One Fountain Plaza/ 7th Floor
Attn: Payment Processing
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) Days of the date of this letter:

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. 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 foreclosure 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 principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and 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.

M&T Mortgage Corporation

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1-800-724-1633

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 10 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 contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T Mortgage Corporation
Address: P.O. Box 840
Buffalo, NY 14240
Phone Number: 800-724-1633

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

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

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 OCCURED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- * TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- * TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

CL 955

Russell Alessi
Enc: 33

APPENDIX A

Date: OCTOBER 27, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENT 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY
APPENDIX C

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 Ave. 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

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1-800-788-5062 (H.O. only)
FAX # (717) 399-4127

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

Northwest Counseling Services
5001 N 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 # (215) 563-7020

Community Housing Counseling Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX # (610) 444-8243

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

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

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

American Credit Counseling Institute

845 Coates St
Coatesville PA 19320
(888) 212-6741

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

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

CLARION COUNTY

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

4 7 9 9 0 8 E E L 6 P

RETURN
RECEIPT
SERVICE

POSTAGE

RESTRICTION DELIVERY

CERTIFICATE + RETURN RECEIPT

TOTAL POSTAGE AND FEES

POSTMARK OR DATE

SENT TO:

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(SEE OTHER SIDE)

Nicole M. Picard
Roosevelt St.
Winburne, LA 16879

PS FORM 3800

US Postal Service

**Receipt for
Certified Mail**

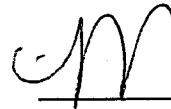
PLACE STICKER AT TOP OF ENVELOPE TO
THE RIGHT OF RETURN ADDRESS.

IMPORTANT!

9633132

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

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



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

"WE HEREBY CERTIFY THE
WITHIN TO BE TRUE AND
CORRECT COPY OF THE ORIGINAL

m

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

ATTORNEY FOR PLAINTIFF

COPY

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

NO. 01-1202-CO

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association

P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715

E-Mail: info@pabar.org
Internet: www.pabar.org

This I certify to be a true
and correct copy of the original
sent in this case.

JUL 25 2001

Attest:

Willa...
Prothonotary

AVISO

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

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

Pennsylvania Lawyer Referral Service

Pennsylvania Bar Association

P.O. Box 186

Harrisburg, PA 17108

800-932-0311

717-238-6715

E-Mail: info@pabar.org

Internet: www.pabar.org

NOTICE

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

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

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

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

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

Assignor: Keystone Financial Mortgage Corporation

Assignee: M&T Mortgage Corp.

Recording Date: **LODGED FOR RECORDING** Book: Page:

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Roosevelt Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Cooper

COUNTY: Clearfield

DATE EXECUTED: 6/8/96

DATE RECORDED: 6/14/96 BOOK: 1765 PAGE: 333

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

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

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

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

6. The following amounts are due on the said Mortgage as of 7/24/01:

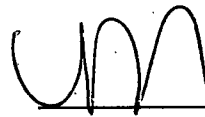
Principal of debt due and unpaid	\$21,874.62
Interest at 8.25% from 7/1/00 to 7/24/01 (the per diem interest accruing on this debt is \$4.94 and that sum should be added each day after 7/24/01)	1,921.66
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$62.22 and that sum should be added on the first of each month after 7/24/01)	401.03
Late Charges (monthly late charge of \$12.67 should be added on the fifteenth of each month after 7/24/01)	139.37
Pro Rata PMI	24.82
Other Fees	58.50
Recording Fees	20.00
Property Inspections	25.50
Attorneys Fees (anticipated and actual to 5% of principal)	1,093.73
TOTAL	\$26,089.23

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the

mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. Notice of Intention to Foreclose under Act 6 of 1974 of the Commonwealth of Pennsylvania has been sent to each Defendant, certified mail, in accordance with the requirements of that act, and copy(s) are attached hereto as Exhibit "A" and made part hereof. The notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has not been sent because the Mortgage is insured by the Federal Housing Administration ("FHA") and the notice is therefore not required.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$26,089.23 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THAT CERTAIN LOT OR PAARCEL OF LAND SITUATE IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LANDS NOW OR FORMERLY OF AUGUST JOHNSON; ON THE EAST BY LANDS NOW OR FORMERLY OF EDWARD HOLMSTROM; ON THE SOUTH BY THE PUBLIC ROAD LEADING FROM THE WINBURNE SCHOOL TO THE HIGHWAY LEADING TO LANSE; AND ON THE WEST BY PROPERTY NOW OR FORMERLY OF MRS. JAMES KEPHART.

M&T Mortgage Corporation

DATE: February 21, 1996 Over 140 Years of Experience Behind Us

FHLMC

1-800-724-1633

REQUEST TO COMMENCE FORECLOSURE ACTION

SUBMITTED TO: Mark J Udren & Associate
Attn: Mark J Udren Esq
1040 Kings Hwy N Ste 500 Cherry Hill, NJ 08034
LOAN NUMBER: 9633132
MORTGAGE TYPE: Conventional
SELLER/SERVICER NO.: 107268
INVESTOR LOAN NO.: 863220363

MORTGAGOR INFORMATION:

ORIGINAL MORTGAGOR: Picard

PROPERTY ADDRESS: Roosevelt St
Winburne PA 16879

PRESENT OWNER(S): Nicole M Picard

MAILING ADDRESS: Roosevelt St
Winburne, PA 16879

OCCUPANCY STATUS: UNKNOWN

STATUS OF ACCOUNT:

MORTGAGE DATE: 06-08-96

ORIGINAL BALANCE: \$ 26125

INTEREST RATE: 8.25000

UNPAID BALANCE: \$ 21874.62

INTEREST PAID TO: 07-02-00

ESCROW BALANCE: \$.00

ESCROW ADVANCE: \$ 227.10

PER DIEM INTEREST: \$ 4.94

MONTHLY LATE CHARGE: \$ 12.67 IS DUE ON THE 16 DAY OF EACH MONTH.

MORTGAGE ESCROWED FOR: ☒ TAXES ☒ HAZARD ☒

ARREARAGES: DUE DATE: 08-01-00 FIGURE GOOD THRU: 02-21-01

PAYMENT	BEGIN	PMTS	RATE	P & I	ESCROW	TOT PAYMT
315.67	08/01/00	5	8.25000	253.45	62.22	1,578.35
315.20	01/01/01	2	8.25000	253.45	61.75	630.40

TOTAL REGULAR PAYMENTS \$ 2278.26
ACCRUED LATE CHARGES 76.02
NSF BALANCE .00
RECOVERABLE CORPORATE ADVANCE: .00
OTHER .00

TOTAL DUE: \$ 2354.28

FHLMC

EXHIBIT A

*The Per Diem Interest is daily-to get monthly figures you MUST call this office.



M&T Mortgage Corporation

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1-800-724-1633

Loan No.: 963313-2

FORECLOSURE INFORMATION:

FORECLOSE ON BEHALF OF: Manufactures & Traders Trust Company

INVESTOR: Manufactures & Traders Trust Company

COPIES OF ALL PLEADINGS MUST BE SENT TO M&T MORTGAGE CORPORATION

SEND COPIES OF PLEADINGS TO: _____

DOCUMENTS ENCLOSED: (O = ORIGINAL; C = COPY)

<u>C</u> MORTGAGE NOTE	_____ ASSIGNMENT FROM _____ TO _____
<u>C</u> MORTGAGE DEED	_____ ASSIGNMENT FROM _____ TO _____
<u>C</u> TITLE INSURANCE POLICY	_____ SUBSTITUTION OF TRUSTEE ENCLOSED
<u>C</u> SURVEY	_____ VERIFICATION OF EMPLOYMENT
_____ APPLICATION	_____ OTHER
<u>C</u> COPY OF DEMAND	_____ OTHER
_____ APPRAISAL	

ORIGINAL DOCUMENTS HAVE BEEN ORDERED & WILL BE FORWARDED

MORTGAGOR SOCIAL SECURITY NUMBER: 177-68-1117

ADDITIONAL COMMENTS:

FIRST LEGAL ACTION MUST BE COMPLETED BY: _____

 * PLEASE NOTE: Updated figures MUST be obtained from this *
 * department before accepting funds for a payoff or reinstatement. *
 * Funds MUST be sent overnight mail. Checks drawn from your *
 * trust account are acceptable on both payoff and reinstatement. *

This foreclosure will be part of Andrea Lynch's portfolio throughout the foreclosure sale. If you have any questions, please call (716) 848-7203.

M&T Mortgage Corporation hereby requests that foreclosure proceedings commence on this mortgage.

XF011



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1-800-724-1633

October 27, 2000

Nicole M Picard
Roosevelt St
Winburne PA 16879

RE: Homeowner's Name(s): Nicole M Picard

Property Address: Roosevelt St
Winburne PA 16879

Loan Acct.No.: 963313-2

Curent Lender/ Servicer: M&T Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agenices 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 country 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,

M&T Mortgage Corporation

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1-800-724-1633

you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has (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: Roosevelt St

Winburne PA 16879

is SERIOUSLY IN DEFAULT because:

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

Regular monthly payments of \$ 325.60 for the months of 08-01-00 through today's date.

Other charges: Accrued late charges: \$ 50.68
Accrued other fees: \$.00

TOTAL AMOUNT PAST DUE: \$ 1027.48

M&T Mortgage Corporation

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1-800-724-1633

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1027.48, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by cash, cashier's check, certified check or money order made payable and sent to:

M&T Mortgage Corporation
One Fountain Plaza/ 7th Floor
Attn: Payment Processing
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) Days of the date of this letter:

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. 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 foreclosure 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 principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and 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.

M&T Mortgage Corporation

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1-800-724-1633

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 10 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 contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T Mortgage Corporation
Address: P.O. Box 840
Buffalo, NY 14240
Phone Number: 800-724-1633

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

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

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 OCCURED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- * TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- * TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

CL 955

Russell Alessi
Enc: 33

APPENDIX A

Date: OCTOBER 27, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENT 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY
APPENDIX C

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 Ave. 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

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1-800-788-5062 (H.O. only)
FAX # (717) 399-4127

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

Northwest Counseling Services
5001 N 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 # (215) 563-7020

Community Housing Counseling Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX # (610) 444-8243

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

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

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

American Credit Counseling Institute

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

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

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

CLARION COUNTY

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

P 973 380 864

RETURN
RECEIPT
SERVICE

POSTAGE

RESTRICTION DELIVERY

CERTIFICATION FEE + RETURN RECEIPT

TOTAL POSTAGE AND FEES

POSTMARK OR DATE



SENT TO:

NO INSURANCE COVERAGE PROVIDED -
NOT FOR INTERNATIONAL MAIL -
(SEE OTHER SIDE)

Nicole M. Picard
Roosevelt St.
Winburne, PA 16879

PS FORM 3800

US Postal Service

**Receipt for
Certified Mail**

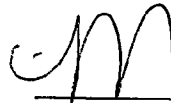
PLACE STICKER AT TOP OF ENVELOPE TO
THE RIGHT OF RETURN ADDRESS.

IMPORTANT

9633132

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

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



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

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879
Defendant(s)

NO. 01-1202-CO

FILE

JUL 25 2001

William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org

AVISO

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

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

**Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org**

NOTICE

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

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

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

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

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

Assignor: Keystone Financial Mortgage Corporation

Assignee: M&T Mortgage Corp.

Recording Date: **LODGED FOR RECORDING** Book: Page:

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Roosevelt Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Cooper

COUNTY: Clearfield

DATE EXECUTED: 6/8/96

DATE RECORDED: 6/14/96 BOOK: 1765 PAGE: 333

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

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

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

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

6. The following amounts are due on the said Mortgage as of 7/24/01:

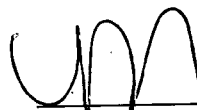
Principal of debt due and unpaid	\$21,874.62
Interest at 8.25% from 7/1/00 to 7/24/01 (the per diem interest accruing on this debt is \$4.94 and that sum should be added each day after 7/24/01)	1,921.66
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$62.22 and that sum should be added on the first of each month after 7/24/01)	401.03
Late Charges (monthly late charge of \$12.67 should be added on the fifteenth of each month after 7/24/01)	139.37
Pro Rata PMI	24.82
Other Fees	58.50
Recording Fees	20.00
Property Inspections	25.50
Attorneys Fees (anticipated and actual to 5% of principal)	1,093.73
TOTAL	\$26,089.23

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the

mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. Notice of Intention to Foreclose under Act 6 of 1974 of the Commonwealth of Pennsylvania has been sent to each Defendant, certified mail, in accordance with the requirements of that act, and copy(s) are attached hereto as Exhibit "A" and made part hereof. The notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has not been sent because the Mortgage is insured by the Federal Housing Administration ("FHA") and the notice is therefore not required.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$26,089.23 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THAT CERTAIN LOT OR PAARCEL OF LAND SITUATE IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LANDS NOW OR FORMERLY OF AUGUST JOHNSON; ON THE EAST BY LANDS NOW OR FORMERLY OF EDWARD HOLMSTROM; ON THE SOUTH BY THE PUBLIC ROAD LEADING FROM THE WINBURNE SCHOOL TO THE HIGHWAY LEADING TO LANSE; AND ON THE WEST BY PROPERTY NOW OR FORMERLY OF MRS. JAMES KEPHART.



DATE: FEBRUARY 21, 2001
SUBSIDIARY OF M&T BANK • Over 140 Years of Experience Behind Us

FHLMC

1-800-724-1633

REQUEST TO COMMENCE FORECLOSURE ACTION

SUBMITTED TO: Mark J Udren & Associate
Attn: Mark J Udren Esq
1040 Kings Hwy N Ste 500 Cherry Hill, NJ 08034
LOAN NUMBER: 9633132
MORTGAGE TYPE: Conventional
SELLER/SERVICER NO.: 107208
INVESTOR LOAN NO.: 863220363

MORTGAGOR INFORMATION:

ORIGINAL MORTGAGOR: *Picard*
PROPERTY ADDRESS: Roosevelt St
Winburne PA 16879
PRESENT OWNER(S): Nicole M Picard
MAILING ADDRESS: Roosevelt St
Winburne, PA 16879
OCCUPANCY STATUS: UNKNOWN

STATUS OF ACCOUNT:

MORTGAGE DATE: 06-08-96
ORIGINAL BALANCE: \$ 26125
INTEREST RATE: 8.25000
UNPAID BALANCE: \$ 21874.62

INTEREST PAID TO: 07-02-00
ESCROW BALANCE: \$.00
ESCROW ADVANCE: \$ 227.10

PER DIEM INTEREST: \$ 4.94

MONTHLY LATE CHARGE: \$ 12.67 IS DUE ON THE 16 DAY OF EACH MONTH.

MORTGAGE ESCROWED FOR: ✓ TAXES ✓ HAZARD *Suppl*

ARREARAGES: DUE DATE: 08-01-00 FIGURE GOOD THRU: 02-21-01

PAYMENT	BEGIN	PMTS	RATE	P & I	ESCROW	TOT PAYMT
315.67	08/01/00	5	8.25000	253.45	62.22	1,578.35
315.20	01/01/01	2	8.25000	253.45	61.75	630.40

TOTAL REGULAR PAYMENTS	\$	2278.26
ACCRUED LATE CHARGES		76.02
NSF BALANCE		.00
RECOVERABLE CORPORATE ADVANCE:		.00
OTHER		.00

TOTAL DUE: \$ 2354.28

***The Per Diem Interest is daily-to get monthly figures you MUST call this office.**

M&T Mortgage Corporation • Correspondence • P.O. Box 840, Buffalo, New York 14240-0840
M&T Mortgage Corporation • Payments • P.O. Box 444, Buffalo, New York 14240-0444

Rec'd 3/21/01 3pm

FHLMC
EXHIBIT A



M&T Mortgage Corporation

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1-800-724-1633

Loan No.: 963313-2

FORECLOSURE INFORMATION:

FORECLOSE ON BEHALF OF: Manufactures & Traders Trust Company

INVESTOR: Manufactures & Traders Trust Company

COPIES OF ALL PLEADINGS MUST BE SENT TO M&T MORTGAGE CORPORATION

SEND COPIES OF PLEADINGS TO: _____

DOCUMENTS ENCLOSED: (O = ORIGINAL; C = COPY)

<u>C</u> MORTGAGE NOTE	_____ ASSIGNMENT FROM _____ TO _____
<u>C</u> MORTGAGE DEED	_____ ASSIGNMENT FROM _____ TO _____
<u>C</u> TITLE INSURANCE POLICY	_____ SUBSTITUTION OF TRUSTEE ENCLOSED
<u>C</u> SURVEY	_____ VERIFICATION OF EMPLOYMENT
<u>C</u> APPLICATION	_____ OTHER
<u>C</u> COPY OF DEMAND	_____ OTHER
_____ APPRAISAL	
_____ ORIGINAL DOCUMENTS HAVE BEEN ORDERED & WILL BE FORWARDED	

MORTGAGOR SOCIAL SECURITY NUMBER: 177-68-1117

ADDITIONAL COMMENTS:

FIRST LEGAL ACTION MUST BE COMPLETED BY: _____

* PLEASE NOTE: Updated figures MUST be obtained from this *
 * department before accepting funds for a payoff or reinstatement. *
 * Funds MUST be sent overnight mail. Checks drawn from your *
 * trust account are acceptable on both payoff and reinstatement. *

This foreclosure will be part of Andrea Lynch's portfolio throughout the foreclosure sale. If you have any questions, please call (716) 848-7203.

M&T Mortgage Corporation hereby requests that foreclosure proceedings commence on this mortgage.

XF011



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October 27, 2000

1-800-724-1633

Nicole M Picard
Roosevelt St
Winburne PA 16879

RE: Homeowner's Name(s): Nicole M Picard

Property Address: Roosevelt St
Winburne PA 16879

Loan Acct.No.: 963313-2

Curent Lender/ Servicer: M&T Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agenices 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 country 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,

M&T Mortgage Corporation

1-800-724-1633

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you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has (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: Roosevelt St
Winburne PA 16879
is SERIOUSLY IN DEFAULT because:

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

Regular monthly payments of \$ 325.60 for the months of
08-01-00 through today's date.
Other charges: Accrued late charges: \$ 50.68
Accrued other fees: \$.00

TOTAL AMOUNT PAST DUE: \$ 1027.48

CL 951

M&T Mortgage Corporation

1-800-724-1633

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HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1027.48, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by cash, cashier's check, certified check or money order made payable and sent to:

M&T Mortgage Corporation
One Fountain Plaza/ 7th Floor
Attn: Payment Processing
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) Days of the date of this letter:

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. 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 foreclosure 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 principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and 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.

M&T Mortgage Corporation

1-800-724-1633

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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 10 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 contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T Mortgage Corporation
Address: P.O. Box 840
Buffalo, NY 14240
Phone Number: 800-724-1633

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

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

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 OCCURED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- * TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- * TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

CL 955

Russell Alessi

Enc: 33

APPENDIX A

Date: OCTOBER 27, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENT 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY
APPENDIX C

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 Ave. 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

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1-800-788-5062 (H.O. only)
FAX # (717) 399-4127

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

Northwest Counseling Services
5001 N 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 # (215) 563-7020

Community Housing Counseling Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX # (610) 444-8243

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

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

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

American Credit Counseling Institute

845 Coates St
Coatesville PA 19320
(888) 212-6741

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

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

CLARION COUNTY

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

The Pennsylvania Housing Finance Agency can be reached TOLL FREE at 1(800) 342-2397.

P 973 380 866

RETURN
RECEIPT
SERVICE

POSTAGE	
RESTRICTION DELIVERY	
CERTIFICATE + RETURN RECEIPT	
TOTAL POSTAGE AND FEES	

POSTMARK OR DATE

SENT TO:

NO INSURANCE COVERAGE PROVIDED —
NOT FOR INTERNATIONAL MAIL —
(SEE OTHER SIDE)

Nicole M. Picard
Roosevelt St.
Winburne, PA 16879

PS FORM 3800

US Postal Service

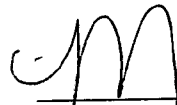
**Receipt for
Certified Mail**

PLACE STICKER AT TOP OF ENVELOPE TO
THE RIGHT OF RETURN ADDRESS.
IMPORTANT!

9633132

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

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



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

FILED

~~EX~~ JUL 25 2001

MISSOURI
WILLIAM A. SHAW
Prothonotary

att

udampd

\$80.00

4cc ~~3~~ atty

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: Clearfield County
:
:
:

: NO. 01-1202 CD
:
:

PRAECIPE TO RELEASE DEFENDANT, Joseph M. Picard, ONLY

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 1144, Plaintiff hereby releases the
Defendant, **Joseph M. Picard**, only from liability for the debt
secured by the mortgage.

Dated:

8/8/01

Mark J. Udren & Associates

By: 

Mark J. Udren, Esquire
Attorney for Plaintiff

FILED

AUG 10 2001

William A. Shaw
Prothonotary

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-1202-CD

FILED

OCT 01 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 the Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$26,089.23
Interest @8.25% Per Complaint	281.58
From 7/25/01 to 9/19/01	
Late charges per Complaint	25.34
From 7/25/01 to 9/19/01	
Escrow payment per Complaint	124.44
From 7/25/01 to 9/19/01	

TOTAL \$26,520.59

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 10/11/01

PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

NO. 01-1202-CD

Defendant(s)

DATED: August 29, 2001
TO: Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

IMPORTANT NOTICE

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

LAWYER REFERRAL SERVICE
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715

E-Mail: info@pabar.org
Internet: www.pabar.org

NOTIFICACION IMPORTANTE

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

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715

E-Mail: info@pabar.org
Internet: www.pabar.org

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

ATTORNEY FOR PLAINTIFF

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

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE
NO. 01-1202-CD

TO: Joseph M. Picard, Mortgagor
Roosevelt Street
Winburne, PA 16879

NOTICE

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

Prothonotary

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-482-6900

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 01-1202-CD

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

OCT 01 2001

Attest.

William L. Han
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 the Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$26,089.23
Interest @8.25% Per Complaint	281.58
From 7/25/01 to 9/19/01	
Late charges per Complaint	25.34
From 7/25/01 to 9/19/01	
Escrow payment per Complaint	124.44
From 7/25/01 to 9/19/01	

TOTAL \$26,520.59

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren
Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 10/1/01

William L. Han
PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 01-1202-CD

TO: Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

NOTICE

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

Prothonotary

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-482-6900

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-1202-CD

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$26,039.23
Interest @8.25% Per Complaint	231.58
From 7/25/01 to 9/19/01	
Late charges per Complaint	25.34
From 7/25/01 to 9/19/01	
Escrow payment per Complaint	124.44
From 7/25/01 to 9/19/01	

TOTAL \$26,520.59

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 10/1/01

PRO PROTHY

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

OCT 01 2001

Attest.

William L. Shaw
Prothonotary

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

M & T Mortgage Corp.
Plaintiff(s)

No.: 2001-01202-CD

Real Debt: \$26,520.59

Atty's Comm:

Vs.

Costs: \$

Int. From:

Joseph M. Picard
Nicole M. Picard
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 1, 2001

Expires: October 1, 2006

Certified from the record this 1st of October, 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

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

v.
Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879
Defendant(s)

NO. 01-1202-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:
:
: SS

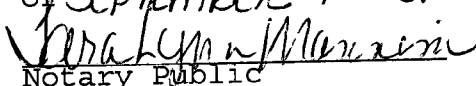
COUNTY OF CAMDEN

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

Defendant: JOSEPH M. PICARD
Age: Over 18
Residence: As captioned above
Employment: Unknown

Defendant: NICOLE M. PICARD
Age: Over 18
Residence: As captioned above
Employment: Unknown

Sworn to and subscribed
before me this 21st day
of September, 2001.


Notary Public

Name: MARK J. UDREN, ESQ.
Title:
Company:

LAW OFFICE
MARK J. UDREN & ASSOCIATES
1040 N. KINGS HIGHWAY
SUITE 500
CHERRY HILL, NJ 08034

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

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-1202-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due

\$26,520.59

Interest From 9/20/01
to Date of Sale
Per diem @\$4.94

(Costs to be added)

\$ 120.00

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED

OCT 01 2001

William A. Shaw
Prothonotary

FILED

OCT 01 2001
013351 a/h
William A. Shaw
Prothonotary

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pd 20:00

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~~32~~

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

M&T Mortgage Corp.
 P.O. Box 840
 Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
 Nicole M. Picard
 Roosevelt Street
 Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
 CIVIL DIVISION
 Clearfield County
 MORTGAGE FORECLOSURE

NO. 01-1202-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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


Roosevelt Street
 Winburne, PA 16879
 SEE LEGAL DESCRIPTION ATTACHED

Amount due \$26,520.59

Interest From 9/20/01
 to Date of Sale
 Per diem @\$4.94

(Costs to be added)

\$ 100.00

By 
 Clerk

Date 10.1.01

ALL THAT CERTAIN LOT OR PAARCEL OF LAND SITUATE IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LANDS NOW OR FORMERLY OF AUGUST JOHNSON; ON THE EAST BY LANDS NOW OR FORMERLY OF EDWARD HOLMSTROM; ON THE SOUTH BY THE PUBLIC ROAD LEADING FROM THE WINBURNE SCHOOL TO THE HIGHWAY LEADING TO LANSE; AND ON THE WEST BY PROPERTY NOW OR FORMERLY OF MRS. JAMES KEPHART.

BEING KNOWN AS: ROOSEVELT STREET, WINBURNE, PA 16879

PROPERTY TAX PARCEL NO.: 110-509-53700019

TITLE TO SAID PREMISES IS VESTED IN NICOLE M. PICARD, AN INDIVIDUAL BY DEED FROM JOSEPH M. PICARD AND NICOLE M. PICARD, HUSBAND AND WIFE DATED 7/27/98 RECORDED 10/1/98 BOOK 1972 PAGE 428.

MARK J. UDREN & ASSOCIATES

BY: Mark J. Udren

ATTY I.D. NO. 04302

1040 N. KINGS HIGHWAY, SUITE 500

CHERRY HILL, NJ 08034

856-482-6900

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.

P.O. Box 840

Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor

Nicole M. Picard

Roosevelt Street

Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

FILED

NO. 01-1202-CD

DEC 19 2001

William A. Shaw
Prothonotary

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

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

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

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

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

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

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

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

Dated: December 10, 2001

MARK J. UDREN & ASSOCIATES

BY:

Mark J. Udren, Esquire
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 01-1202-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

M&T Mortgage Corp., Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: Roosevelt Street, Winburne, PA 16879.

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

Nicole M. Picard Roosevelt Street, Winburne, PA 16879

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

Joseph M. Picard, Mortgagor TROLLY STREET, WINBURNE, PA 16879
Nicole M. Picard

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

NONE

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

Plaintiff herein. See Caption above.

Green Tree Consumer Discount Company 332 Minnesota Street, Suite 610
St. Paul, MN 55101

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

Name

Address

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:

Name

Address

Real Estate Tax Dept. 230 E. Market St, Clearfield, PA 16830

Domestic Relations Section 230 E. Market St, Clearfield, PA 16830

Commonwealth of PA, Bureau of Compliance, Dept. 280946
Department of Revenue Harrisburg, PA 17128-0946

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

Tenants/Occupants Roosevelt Street, Winburne, PA 16879

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. sec. 4904 relating to unsworn falsification to authorities.

MARK J. UDREN & ASSOCIATES

DATED: DECEMBER 10, 2001

Mark J. Udren, ESQ.
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

NO. 01-1202-CD

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879
Defendant(s)

DATE: November 15, 2001

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): JOSEPH M. PICARD and NICOLE M. PICARD

PROPERTY: Roosevelt Street
Winburne, PA 16879

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on JANUARY 4, 2002 , at 10:00 a.m., at the CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD PA. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

EXHIBIT A

Name and Address Of Sender
LAW OFFICES
MARK J. UDREN & ASSOCIATES
1040 N. KINGS HIGHWAY SUITE 500
CHERRY HILL, NJ 08034

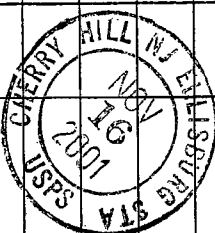
☐ Registered
☐ Insured
☐ COD
☐ Certified
☐ Return Receipt for Merchandise
☐ Int'l Recorded Del.
☐ Express Mail

Check appropriate block for Registered Mail:
☐ With Postal Insurance
☐ Without postal insurance

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

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rat. Del. Fee
1	PICARD	REAL ESTATE TAX DEPT 230 E. MARKET STREET, CLEARFIELD, PA 16830										
2	0124513	DOMESTIC RELATIONS SECTION 230 E. MARKET STREET, CLEARFIELD, PA 16830										
3	ALICE D	COM OF PA DEPT OF REV BUREAU OF COMPLIANCE DEPT 280946 HARRISBURG, PA 17128-0946										
4		TENANTS/OCCUPANTS/Roosevelt street										
5	CLEARFIEL D	Windburne, PA 16879										
6												
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8												
9												
10												
11												
12												
13												
14												
15												
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	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 nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R500, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.							



LAW OFFICES
MARK J. UDREN & ASSOCIATES
 1040 N. KINGS HIGHWAY
 SUITE 500
 CHERRY HILL, NJ 08034

☐ Registered
☐ Insured
☐ COD
☐ Certified
☐ Return Receipt for Merchandise
☐ Int'l Recorded Del.
☐ Express Mail

Check appropriate block for Registered Mail:
☐ With Postal Insurance
☐ Without postal insurance

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

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regs.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.F. Fee	Rsl. Del. Fee	Remarks
1	Alice Dick	Green Tree Consumer Discount Company 282 Minnesota St., Suite 610, St. Paul, MN 55101											
2	Clearfield												
3	Picard #0124513												
4													
5													
6													
7													
8													
9													
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14													
15													
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.</p>								

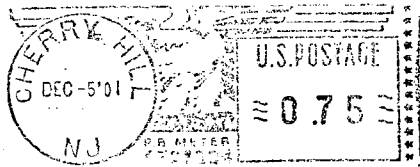


EXHIBIT A

Form Must be Completed by Typewriter, Ink or Ball Point Pen

ATTORNEY FOR PLAINTIFF

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

M&T Mortgage Corp.
P.O. Box 840
Buffalo, NY 14240-0840

Plaintiff

v.

Joseph M. Picard, Mortgagor
Nicole M. Picard
Roosevelt Street
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 01-1202-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

Roosevelt Street
Winburne, PA 16879
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$26,520.59

Interest From 9/20/01
to Date of Sale
Per diem @\$4.94

(Costs to be added)

\$ 120.00

By

Prothonotary
William R. A.

Clerk

RECEIVED OCT 2 2001

@ 10:16 AM

Date

10.1.01

Chester A. Hankins
by Margaret A. Pitt

ALL THAT CERTAIN LOT OR PAARCEL OF LAND SITUATE IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LANDS NOW OR FORMERLY OF AUGUST JOHNSON; ON THE EAST BY LANDS NOW OR FORMERLY OF EDWARD HOLMSTROM; ON THE SOUTH BY THE PUBLIC ROAD LEADING FROM THE WINBURNE SCHOOL TO THE HIGHWAY LEADING TO LANSE; AND ON THE WEST BY PROPERTY NOW OR FORMERLY OF MRS. JAMES KEPHART.

BEING KNOWN AS: ROOSEVELT STREET, WINBURNE, PA 16879

PROPERTY TAX PARCEL NO.: 110-509-53700019

TITLE TO SAID PREMISES IS VESTED IN NICOLE M. PICARD, AN INDIVIDUAL BY DEED FROM JOSEPH M. PICARD AND NICOLE M. PICARD, HUSBAND AND WIFE DATED 7/27/98 RECORDED 10/1/98 BOOK 1972 PAGE 428.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11594

M & T MORTGAGE CORP

01-1202-CD

VS.

PICARD, JOSEPH M.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 1, 2001, AT 10:55 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.

NOW, NOVEMBER 1, 2001, AT 11:08 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOSEPH M. PICARD, DEFENDANT, AT HIS FATHER'S RESIDENCE, TROLLEY STREET, WINBURNE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH M. PICARD, 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 19, 2001, AT 11:22 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON NICOLE M. PICARD, DEFENDANT, AT THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NICOLE M. PICARD, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, DECEMBER 5, 2001, PER PHONE CALL FROM ATTORNEY UDREN'S OFFICE, SALE IS TO CHANGE TO FEBRUARY 1, 2001, LETTER TO FOLLOW.

NOW, DECEMBER 6, 2001, PER PHONE CALL FROM ALICE AT ATTORNEY UDREN'S OFFICE, SALE IS TO BE JANUARY 4, 2002, AT 10:00 AM.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11594

M & T MORTGAGE CORP

01-1202-CD

VS.

PICARD, JOSEPH M.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

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

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

**NOW, FEBRUARY 1, 2002, RECEIVED ATTORNEY CHECK #62725 IN THE
AMOUNT OF TWENTY-TWO DOLLARS AND FIFTY-FIVE CENTS (\$22.55) FOR
COSTS DUE ON SALE.**

**NOW, FEBRUARY 4, 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
PLAINTIFF PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.**

SHERIFF HAWKINS \$471.48

SURCHARGE \$ 40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11594

M & T MORTGAGE CORP

01-1202-CD

VS.

PICARD, JOSEPH M.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

4TH Day Of Feb 2002
[Signature]

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

So Answers,

[Signature]
by Margaret H. Pratt
Chester A. Hawkins
Sheriff

FILED

FEB 04 2002

6/4:00/4
William A. Shaw
Prothonotary

[Signature]

PP

S.-

ACR.

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 of 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 JOSEPH M. PICARD AND NICOLE M. PICARD

to public venue or outcry at which time and place I sold the same to M & T MORTGAGE CORP.
he/she being the highest bidder, for the sum of \$ 10,000.00 + COSTS
and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MILEAGE	13.00
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	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	51.40
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES / BILLING	15.00
BILLING - PHONE - FAX	20.00
TOTAL SHERIFF COSTS	\$ 471.48

DEED COSTS:

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

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 26,520.59
INTEREST FROM 9-20-01 TO DATE OF SALE PER DIEM \$4.94 TO BE ADDED	
TOTAL DEBT & INTEREST	\$26,520.59

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	\$ 207.57
LATE CHARGES & FEES	\$
TAXES-Collector	
TAXES-Tax Claim	
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	\$ 471.48
LEGAL JOURNAL AD	\$ 63.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

TOTAL COSTS	\$ 1,022.55
--------------------	--------------------

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

COPY

Security Features Included