

01-1813-CD  
M&T MORTGAGE CORPORATION -vs- BRIAN SHAW Etal



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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

M&T MORTGAGE CORPORATION  
ONE FOUNTAIN PLAZA, 6TH FLOOR  
BUFFALO, NY 14203

TERM

Plaintiff

v.

NO. 01-1813-CD

CLEARFIELD COUNTY

BRIAN SHAW,  
A/K/A BRIAN K. SHAW  
DIANE SHAW,  
A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK  
RR1 BOX 404B  
WEST DECATUR, PA 16878

Defendant(s)

**FILED**

NOV 02 2001

William A. Shaw  
Prothonotary

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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



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

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

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



1. Plaintiff is

M&T MORTGAGE CORPORATION  
ONE FOUNTAIN PLAZA, 6TH FLOOR  
BUFFALO, NY 14203

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

BRIAN SHAW,  
A/K/A BRIAN K. SHAW  
DIANE SHAW,  
A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK  
RR1 BOX 404B  
WEST DECATUR, PA 16878

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

3. On 11/8/00 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. INSTRUMENT #200016688.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 6/1/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."



6. The following amounts are due on the mortgage:

Principal Balance	\$100,800.46
Interest	2,782.56
5/1/01 through 9/1/01 (Per Diem \$22.44)	
Attorney's Fees	4,000.00
Cumulative Late Charges	187.76
11/8/00 to 9/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$108,320.78
Escrow	
Credit	680.75
Deficit	<u>0.00</u>
Subtotal	(\$ 680.75)
<b>TOTAL</b>	<b>\$107,640.03</b>

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.
9. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
10. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
  - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$107,640.03, together with interest from 9/1/01 at the rate of \$22.44 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



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



Return To:  
M&T Mortgage Corporation  
2270 Erin Court  
P O Box 7628  
Lancaster, PA 17604-7628

Prepared By:  
Tammy J. Hougentogler  
2270 Erin Court  
Lancaster, PA 17601

**Certified to be a true and correct  
copy of the original document.**

*Linnette E. Hougentogler*

Parcel Number:

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated  
together with all Riders to this document.

November 8, 2000

(B) "Borrower" is  
Brian Shaw and Diane Shaw

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is M&T Mortgage Corporation

Lender is a Corporation

0008059651

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 3/99

VMP - 6(PA) (8912)

Page 1 of 16

Initials:

*BKS dij*

VMP MORTGAGE FORMS - (800)521-7291



organized and existing under the laws of U.S. of America  
Lender's address is 2270 Erin Court, P O Box 7628, Lancaster, PA 17604-7628

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated November 8, 2000 .  
The Note states that Borrower owes Lender One Hundred One Thousand and 00/100-----  
----- Dollars  
(U.S. \$101,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than January 1, 2032

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following  
riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(I) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by  
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic  
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit  
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller  
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse  
transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid  
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the  
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the  
value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.



(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the                      County                      [Type of Recording Jurisdiction] of                      Clearfield                      [Name of Recording Jurisdiction]:  
See Attached

which currently has the address of RR 1 Box 404B

West Decatur                      [City], Pennsylvania                      16878                      [Street]                      [Zip Code]  
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be



paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest



shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.



Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument,



whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or



remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any



notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the



purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.



Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**27. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Timothy E. Durant

as to both

Brian K. Shaw (Seal)  
Brian Shaw -Borrower

Diane Shaw (Seal)  
Diane Shaw -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower



**Certificate of Residence**

I, Tammy J. Hougentogler, do hereby certify that  
the correct address of the within-named Mortgagee is 2270 Erin Court P O Box 7628  
Lancaster, PA 17604-7628

Witness my hand this

8<sup>th</sup>

day of November

2000

Tammy Hougentogler  
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County ss:

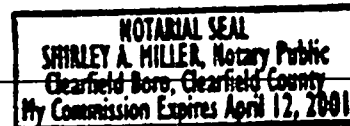
On this, the 8<sup>th</sup> day of November 2000, before me, the  
undersigned officer, personally appeared BRIAN SHAW AND DIANE SHAW

known to me (or  
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

Shirley A. Miller

Title of Officer



0008059651





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

August 03, 2001

1-800-724-1633

Brian Shaw  
Rr 1 Box 404b  
West Decatur PA 16878

RE: Homeowner's Name(s): Brian Shaw  
Diane Shaw  
Property Address: Rr 1 Box 404b  
West Decatur PA 16878  
Loan Acct.No.: 805965-1  
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,





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August 03, 2001

1-800-724-1633

Diane Shaw  
Rr 1 Box 404b  
West Decatur PA 16878

RE: Homeowner's Name(s): Brian Shaw  
Diane Shaw  
Property Address: Rr 1 Box 404b  
West Decatur PA 16878  
Loan Acct.No.: 805965-1  
Curent Lender/ Servicer: M&T Mortgage Corporation

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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  
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meeting. Advise your lender immediately of your intentions.

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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

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

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.

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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: Rr 1 Box 404b

West Decatur PA 16878

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 \$ 938.99 for the months of 06-01-01 through today's date.

Other charges:	Accrued late charges:	\$ 75.00
	Accrued other fees:	\$ .00

TOTAL AMOUNT PAST DUE: \$ 2891.97

CL 951



# M&T Mortgage Corporation

1-800-724-1633

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

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

Linda Gregoire-Hody  
Enc: 33

**EXHIBIT A**



APPENDIX A

Date: AUGUST 3, 2001

# 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.

EXHIBIT A



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

**CHESTER COUNTY**

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

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

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

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

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

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

**American Credit Counseling Institute**

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

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

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

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

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

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

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

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

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

**CLARION COUNTY**

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

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

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

**CLEARFIELD COUNTY**

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

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



ALL that certain piece or parcel of land located in Boggs Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Northerly edge of the right-of-way line of SR 2024 and the Southeasterly line of lands now or formerly of J. H. France Co.; thence along the line of J. H. France Co. in a Northerly direction, or nearly so, a distance of Four Hundred (400') feet to a point on land now or formerly of Gary Ruden; thence leaving the line of lands of J. H. France Co. and continuing along the Ruden lands in an Eastwardly direction a distance of Three Hundred Twenty-five (325') feet to a point; thence South 72° 30' East a distance of One Hundred Fifty (150') feet, more or less, to a point at the common corner of lands of Richard Knepp, et ux, and the Northeasterly corner of the within described lot; thence South 0° 45' West a distance of Three Hundred Fifty-five (355') feet, more or less, to a point on the Northerly right-of-way line of SR 2024; thence along line of the same North 89° 46' West a distance of Four Hundred Sixty-two and one half (462.5') feet, more or less, to the point or place of beginning. CONTAINING 4.18 acres and being designated as Lot No. 2 on the plot or plan of the Simeling Run Subdivision of Keystone Investors dated September 13, 1993, and entered for record in the Office for the Recorder of Deeds in Clearfield County in Map File 1273 on December 12, 1996.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as contained in prior deeds in the chain of title.

Being further identified by Clearfield County Map Assessment Number 105.0-011-000-00033.

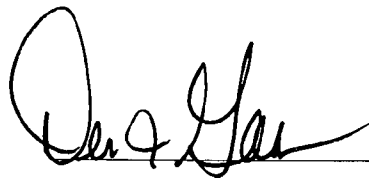
Being the same premises which vested in Brian Shaw and Diane Shaw, husband and wife, by deed from M. Bruce Shaw, widower, dated November 8, 2000 and recorded in the Clearfield County Recorder's Office as Instrument No. 2000 16687 on November 8, 2000.

**PREMISES: RR1 BOX 404B**



VERIFICATION

DENNIS J. GAWRON hereby states that he is ASSISTANT VICE PRESIDENT of M&T MORTGAGE CORPORATION mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in the Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



---

DATE: 10/31/01



FILED

NOV 03 2001  
M1371atty Fadenman  
William A. Shaw pd \$80.00  
Prothonotary  
JCC Sheriff



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

Sheriff Docket # 11722

01-1813-CD

M&T MORTGAGE CORP.

VS.

SHAW, BRIAN a/k/a BRIAN K. SHAW and DIANE SHAW a/k/a DIANE JEAN

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW, NOVEMBER 16, 2001, AT 8:50 AM EST SERVED THE WITHIN COMPLAINT IN

MORTGAGE FORECLOSURE ON DIANE SHAW a/k/a DIANE JEAN KRISE a/k/a DIANE

J. BARONAK, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD,

CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DIANE SHAW A TRUE AND

ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND

MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, NOVEMBER 21, 2001, AT 8:47 PM EST SERVED THE WITHIN COMPLAINT IN

MORTGAGE FORECLOSURE ON BRIAN SHAW a/k/a BRIAN K. SHAW, DEFENDANT AT

RESIDENCE AT RR #1, BOX 404B, WEST DECATUR, CLEARFIELD COUNTY,

PENNSYLVANIA BY HANDING TO BRIAN SHAW A TRUE AND ATTESTED COPY OF THE

ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE

CONTENTS THEREOF.

SERVED BY: SNYDER/MARSHALL

**Return Costs**

Cost Description

\$3.60 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

**FILED**

DEC 12 2001  
01:03 PM

William A. Shaw  
Prothonotary

So Answers,

*Chester Hawkins*  
Chester A. Hawkins  
Sheriff

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

Sworn to Before Me This  
12th Day of December 2001  
*William A. Shaw*



FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

M&T MORTGAGE CORPORATION  
ONE FOUNTAIN PLAZA, 6TH FLOOR  
BUFFALO, NY 14203

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

vs.

: CIVIL DIVISION

BRIAN SHAW,  
A/K/A BRIAN K. SHAW  
RR1 BOX 404B  
WEST DECATUR, PA 16878

: NO. 01-1813-CD

DIANE SHAW,  
A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK  
RR1 BOX 404B  
WEST DECATUR, PA 16878

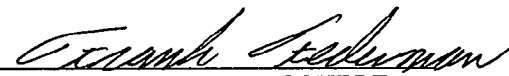
**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against  
BRIAN SHAW, A/K/A BRIAN K. SHAW AND DIANE SHAW, A/K/A DIANE JEAN  
KRISE, A/K/A DIANE J. BARONAK, 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	\$107,640.03
Interest - 9/1/01 TO 12/27/01	<u>\$ 2,647.92</u>
TOTAL	\$110,287.95

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 1-4-02

  
PRO PROTHY

**FILED**

JAN 04 2002

William A. Shaw  
Prothonotary



FEDERMAN AND PHELAN, L.L.P.  
Frank Federman, Esquire  
Identification No. 12248  
One Penn Center Plaza at  
Suburban Station, Suite 1400  
Philadelphia, PA 19103-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

M & T MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

BRIAN SHAW, A/K/A BRIAN K.  
SHAW

: NO. 01-1813-CD

DIANE SHAW, A/K/A DIANE JEAN  
KRISE, A/K/A DIANE J. BARONAK

FILE COPY

Defendant(s)

TO: BRIAN SHAW, A/K/A BRIAN K. SHAW  
RR 1 BOX 404B  
WEST DECATUR, PA 16878


DATE OF NOTICE: DECEMBER 12, 2001

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

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

  
Frank Federman, Esquire  
Attorney for Plaintiff



FEDERMAN AND PHELAN, L.L.P.  
Frank Federman, Esquire  
Identification No. 12248  
One Penn Center Plaza at  
Suburban Station, Suite 1400  
Philadelphia, PA 19103-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

M & T MORTGAGE CORPORATION

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

BRIAN SHAW, A/K/A BRIAN K.  
SHAW

: NO. 01-1813-CD

DIANE SHAW, A/K/A DIANE JEAN  
KRISE, A/K/A DIANE J. BARONAK

Defendant(s)

FILE COPY

TO: DIANE SHAW, A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK  
RR 1 BOX 404B  
WEST DECATUR, PA 16878

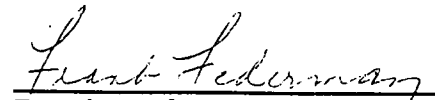
DATE OF NOTICE: DECEMBER 12, 2001

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IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

  
Frank Federman, Esquire  
Attorney for Plaintiff



FILED

JAN 04 2002 20 pd by atty

7/11/94  
William A. Shaw  
Prothonotary

no CC  
Statement to atty  
notice to def. ~~att~~



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

M&T MORTGAGE CORPORATION

Plaintiff

vs.

BRIAN SHAW, A/K/A BRIAN K. SHAW  
DIANE SHAW, A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK

Defendants

)  
) NO. 01-1813-CD

Notice is given that a Judgment in the above-captioned  
matter has been entered against you on 1-4-02. In the  
amount of \$110,287.95. By: Will [Signature] DEPUTY

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

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

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



COPY

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

M & T Mortgage Corporation  
Plaintiff(s)

No.: 2001-01813-CD

Real Debt: \$110,287.95

Atty's Comm:

Vs.

Costs: \$

Int. From:

Brian K. Shaw  
Diane Shaw  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 4, 2002

Expires: January 4, 2007

Certified from the record this 4th day of January, 2002

---

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



FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

M&T MORTGAGE CORPORATION

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION

vs.

: NO. 01-1813-CD

BRIAN SHAW, A/K/A BRIAN K. SHAW  
DIANE SHAW, A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK

:

VERIFICATION OF NON-MILITARY SERVICE

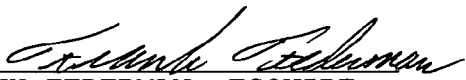
FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

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

(b) that defendant BRIAN SHAW, A/K/A BRIAN K. SHAW is over 18 years of age and resides at RR1 BOX 404B, WEST DECATUR, PA 16878.

(c) that defendant DIANE SHAW, A/K/A DIANE JEAN KRISE, A/K/A DIANE J. BARONAK is over 18 years of age, and resides at RR1 BOX 404B, WEST DECATUR, PA 16878.

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

  
FRANK FEDERMAN, ESQUIRE



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

M&T MORTGAGE CORPORATION  
ONE FOUNTAIN PLAZA, 6TH FLOOR  
BUFFALO, NY 14203

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON  
: PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 01-1813-CD  
:  
:  
:  
:  
:

Plaintiff

vs.

BRIAN SHAW,  
A/K/A BRIAN K. SHAW  
RR1 BOX 404B  
WEST DECATUR, PA 16878  
DIANE SHAW,  
A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK  
RR1 BOX 404B  
WEST DECATUR, PA 16878

Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:

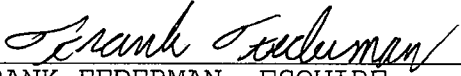
Issue writ of execution in the above matter:

Amount Due

\$ 110,287.95

Interest from  
12/28/01 (sale date)  
(per diem - \$18.13)

\$ \_\_\_\_\_ and Costs  
120.00 Prothonotary Costs

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

Note: Please attach description of property.

**FILED**

NO 1:55 PM  
JAN 04 2002  
le writs  
issued to Shff  
Atty pd. 20.00

William A. Shaw  
Prothonotary





No. 01-1813-CD Term  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION

vs.

BRIAN SHAW, A/K/A BRIAN K. SHAW  
DIANE SHAW, A/K/A DIANE JEAN KRISE, A/K/A DIANE J. BARONAK

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

*Frank Judson*  
Attorney for Plaintiff

Address: RR1 BOX 404B RR1 BOX 404B  
WEST DECATUR, PA 16878 WEST DECATUR, PA 16878

Where papers may be served.



ALL THAT CERTAIN piece or parcel of land located in Boggs Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Northerly edge of the right-of-way line of SR 2024 and the Southeasterly line of lands now or formerly of J.H. France Co.; thence along the line of J.H. France Co. in a Northerly direction, or nearly so, a distance of four hundred (400') feet to a point on land now or formerly of Gary Ruden; thence leaving the line of lands of J.H. France Co. and continuing along the Ruden lands in an Eastwardly direction a distance of three hundred twenty-five (325') feet to a point; thence South 72° 30' East a distance of one hundred fifty (150') feet, more or less, to a point at the common corner of lands of Richard Knepp, et ux, and the Northeasterly corner of the within described lot; thence South 0° 45' West a distance of three hundred fifty-five (355') feet, more or less, to a point on the Northerly right-of-way line of SR 2024; thence along line of the same North 89° 46' West a distance of four hundred sixty-two and one half (462.5') feet, more or less, to the point or place of beginning.

CONTAINING 4.18 acres and being designated as Lot No. 2 on the plot or plan of the Simeling Run Subdivision of Keystone Investors dated September 13, 1993, and entered for record in the Office for the Recorders of Deeds in Clearfield County Map File 1273 on December 12, 1996.

Tax Parcel #011-000-00033

TITLE TO SAID PREMISES IS VESTED IN Brian Shaw and Diane Shaw, husband and wife by Deed from M. Bruce Shaw, widow dated 11/8/2000 and recorded 11/8/2000 in Instrument #200016687.



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

COPY

M&T MORTGAGE CORPORATION  
ONE FOUNTAIN PLAZA, 6TH FLOOR  
BUFFALO, NY 14203

Plaintiff

vs.

BRIAN SHAW,  
A/K/A BRIAN K. SHAW  
RR1 BOX 404B  
WEST DECATUR, PA 16878  
DIANE SHAW, A/K/A DIANE JEAN  
KRISE, A/K/A DIANE J. BARONAK  
RR1 BOX 404B  
WEST DECATUR, PA 16878

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Premises RR1 BOX 404B, WEST DECATUR, PA 16878  
(see attached legal description)

Amount Due \$ 110,287.95

Interest from  
12/28/01 (sale date)  
(per diem - \$18.13)

\$ 120.00 Prothonotary costs

Total

\$ Plus Costs as endorsed

*William L. Shaw*

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

Dated:

11/4/02

(Seal)



No. 01-1813-CD Term

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION

vs.

BRIAN SHAW, A/K/A BRIAN K. SHAW  
DIANE SHAW, A/K/A DIANE JEAN KRISSE, A/K/A DIANE J. BARONAK

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

*Frank Paduano*  
Attorney for Plaintiff

Address: RR1 BOX 404B RR1 BOX 404B  
WEST DECATUR, PA 16878 WEST DECATUR, PA 16878

Where papers may be served.



ALL THAT CERTAIN piece or parcel of land located in Boggs Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Northerly edge of the right-of-way line of SR 2024 and the Southeasterly line of lands now or formerly of J.H. France Co.; thence along the line of J.H. France Co. in a Northerly direction, or nearly so, a distance of four hundred (400') feet to a point on land now or formerly of Gary Ruden; thence leaving the line of lands of J.H. France Co. and continuing along the Ruden lands in an Eastwardly direction a distance of three hundred twenty-five (325') feet to a point; thence South  $72^{\circ} 30'$  East a distance of one hundred fifty (150') feet, more or less, to a point at the common corner of lands of Richard Knepp, et ux, and the Northeasterly corner of the within described lot; thence South  $0^{\circ} 45'$  West a distance of three hundred fifty-five (355') feet, more or less, to a point on the Northerly right-of-way line of SR 2024; thence along line of the same North  $89^{\circ} 46'$  West a distance of four hundred sixty-two and one half (462.5') feet, more or less, to the point or place of beginning.

CONTAINING 4.18 acres and being designated as Lot No. 2 on the plot or plan of the Simeling Run Subdivision of Keystone Investors dated September 13, 1993, and entered for record in the Office for the Records of Deeds in Clearfield County Map File 1273 on December 12, 1996.

Tax Parcel #011-000-00033

TITLE TO SAID PREMISES IS VESTED IN Brian Shaw and Diane Shaw, husband and wife by Deed from M. Bruce Shaw, widow dated 11/8/2000 and recorded 11/8/2000 in Instrument #200016687.



**AFFIDAVIT OF SERVICE**

KMD

**PLAINTIFF**

**M&T MORTGAGE CORPORATION**

**CLEARFIELD COUNTY**

**No. 01-1813-CD**

**DEFENDANT(S)**

**BRIAN SHAW, A/K/A BRIAN K. SHAW  
DIANE SHAW, A/K/A DIANE JEAN KRISE,  
A/K/A DIANE J. BARONAK**

**Type of Action**

**- Notice of Sheriff's Sale**

**SERVE AT**

**RR1 BOX 404B  
WEST DECATUR, PA 16878**

**Sale Date: 5/3/02**

**SERVED**

Served and made known to Brian K. Shaw, Defendant, on the 05 day of March, 2002, at 5:51, o'clock P.m., at RR#1 Box 404 B, West Decatur, 16878,

Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant personally served.

\_\_\_\_\_ Adult family member with whom Defendant(s) reside(s). Relationship is \_\_\_\_\_.

\_\_\_\_\_ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.

\_\_\_\_\_ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

\_\_\_\_\_ Agent or person in charge of Defendant(s)'s office or usual place of business.

\_\_\_\_\_ an officer of said Defendant(s)'s company.

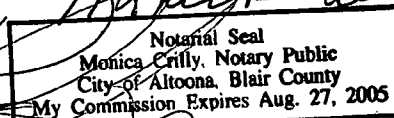
\_\_\_\_\_ Other: \_\_\_\_\_.

Description: Age 40 Height 5'8" Weight 170 Race W Sex M Other \_\_\_\_\_

I, Thomas P. Chatham, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 6th day  
of March, 2002  
Notary: \_\_\_\_\_

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



**NOT SERVED** Member, Pennsylvania Association of Notaries

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_.m., Defendant **NOT FOUND** because:

\_\_\_\_\_ Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant

Other: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200 \_\_\_\_.  
Notary: \_\_\_\_\_

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

Loan # 8059651

**Attorney for Plaintiff**

**Frank Federman, Esquire - I.D. No. 12248**

**One Penn Center at Suburban Station- Suite 1400**

**Philadelphia, PA 19103**

**(215) 563-7000**

**FILED**

**APR 15 2002**

**William A. Shaw  
Prothonotary**



FILED

NO  
M 11:33 AM  
APR 15 2002

William A. Shaw  
Prothonotary





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: M&T MORTGAGE CORPORATION ) CIVIL ACTION  
)

vs.

BRIAN SHAW, A/K/A BRIAN K. SHAW ) CIVIL DIVISION  
DIANE SHAW, A/K/A DIANE JEAN  
KRISE, A/K/A DIANE J. BARONAK ) NO. 01-1813-CD

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129**


COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS:

I, FRANK FEDERMAN, ESQUIRE attorney for M&T MORTGAGE CORPORATION hereby verify that on 2/28/02 true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto. Notice of Sale was sent to the Defendant(s) on 2/28/02 by certified mail return receipt requested see Exhibit "B" attached hereto.

DATE: April 11, 2002

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

**FILED**

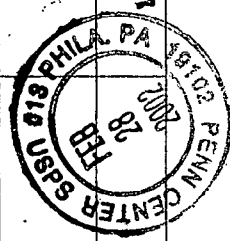
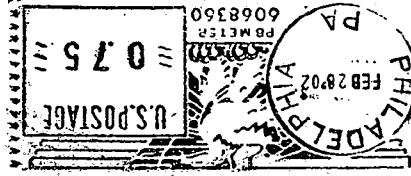
APR 17 2002  
mfl: 42 pm/noc  
William A. Shaw  
Prothonotary 



Name and  
Address  
of Sender

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	GMW	TENANT/OCCUPANT RR1 BOX 404B WEST DECATUR, PA 16878		
2		COMMONWEALTH OF PA DEPT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
3		CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
4				
5				
6				
7				
8				
9				
10				
11		SHAW		
Total Number of Pieces Listed by Sender 3		Postmaster, Per (Name of Receiving Employee)		



TEAM 2



7160 3901 9844 7038 2761

**TO:** DIANE SHAW  
A/K/A DIANE JEAN KRISE  
A/K/A DIANE J. BARONAK  
RR1 BOX 404B  
WEST DECATUR, PA 16878

**SENDER:** TEAM2

**REFERENCE:** SHAW

PS Form 3800, June 2000

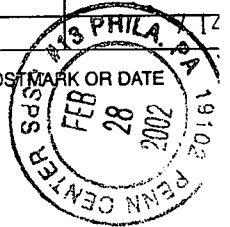
RETURN RECEIPT SERVICE	Postage	.34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9844 7038 2754

**TO:** BRIAN SHAW  
A/K/A BRIAN K. SHAW  
RR1 BOX 404B  
WEST DECATUR, PA 16878

**SENDER:** TEAM2

**REFERENCE:** SHAW

PS Form 3800, June 2000

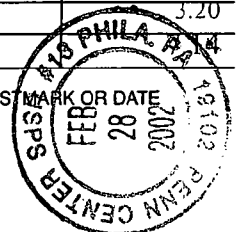
RETURN RECEIPT SERVICE	Postage	.34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	3.20
	Total Postage & Fees	7.14

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE





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

Sheriff Docket # 11966

**M & T MORTGAGE CORPORATION**

01-1813-CD

**VS.**

**SHAW, BRIAN**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, FEBRUARY 25, 2002, AT 10:54 AM O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF DEFENDANTS PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, MAY 3, 2002, AT 10:00AM.**

**NOW, MARCH 21, 2002, AT 8:50 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON BRIAN SHAW, DEFENDANT, AT HIS  
PLACE OF RESIDENCE, RR #1, BOX 404B, WEST DECATUR, CLEARFIELD  
COUNTY, PENNSYLVANIA, 16878, BY HANDING TO BRIAN SHAW, 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, MARCH 26, 2002, AT 9:10 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON DIANE SHAW, DEFENDANT, AT THE  
CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 NORTH SECOND STREET, SUITE  
116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO  
DIANE SHAW, 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, MAY 3, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.  
PROPERTY WAS PURCHASED BY M & T MORTGAGE CORPORATION, PLAINTIFF,  
FOR ONE DOLLAR (\$1.00) PLUS COSTS. COSTS DO NOT EXCEED ADVANCE, WILL  
USE AS PAYMENT.**



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11966

M & T MORTGAGE CORPORATION

01-1813-CD

VS.

SHAW, BRIAN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 13, 2002, RECEIVED TRANSFER TAX FORMS FROM FRANK FEDERMAN, ATTORNEY FOR THE PLAINTIFF THAT DEED IS TO BE IN THE NAME OF FEDERAL HOME LOAN MORTGAGE CORPORATION, THIS WILL CHANGE DEED COSTS.

NOW, MAY 20, 2002, RETURN WRIT AS SALE HELD WITH PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. DEED WILL BE MADE OUT TO FEDERAL HOME LOAN MORTGAGE CORPORATION. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$232.83

SURCHARGE \$ 40.00

PAID BY ATTORNEY

FILED

MAY 20 2002

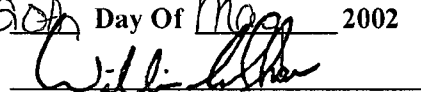
6:24 PM

William A. Shaw  
Prothonotary

E  
H25

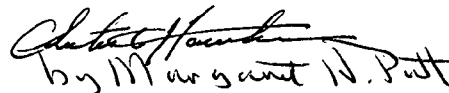
Sworn to Before Me This

20th Day Of May 2002



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

So Answers,

  
by Margaret W. Pratt

Chester A. Hawkins  
Sheriff



REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, MAY 6, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of MAY 2002, I exposed the within described real estate of BRIAN SHAW A/K/A BRIAN K. SHAW AND DIANE SHAW, A/K/A DIANE JEAN SHAW, A/K/A DIANE J. BARONAK

to public venue or outcry at which time and place I sold the same to M & T MORTGAGE CORPORATION

he/she being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz.:

**SHERIFF COSTS:**

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	7.15
LEVY	15.00
MILEAGE	7.15
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	23.45
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 5.00
BILLING - PHONE - FAX	
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 232.83</b>

**DEED COSTS:**

REGISTER & RECORDER	\$ 17.50
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>\$ 22.50</b>

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$ 110,287.95
INTEREST 12-28-01 TO SALE DATE	
PER DIEM \$18.13	TO BE ADDED

**TOTAL DEBT & INTEREST**

\$

**COSTS:**

ATTORNEY FEES	\$	
PROTH. SATISFACTION	\$	
ADVERTISING	\$	300.39
LATE CHARGES & FEES	\$	
TAXES-Collector	\$	
TAXES-Tax Claim	\$	
COSTS OF SUIT-To Be Added	\$	
LIST OF LIENS AND MORTGAGE SEARCH	\$	140.00
FORCLOSURE FEES / LIFE INS REFUND	\$	
ACKNOWLEDGEMENT	\$	5.00
DEED COSTS	\$	17.50
ATTORNEY COMMISSION	\$	
SHERIFF COSTS	\$	232.83
LEGAL JOURNAL AD	\$	81.00
REFUND OF ADVANCE	\$	
REFUND OF SURCHARGE	\$	
PROTHONOTARY	\$	120.00

**TOTAL COSTS**

\$

896.72

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



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

M&T MORTGAGE CORPORATION  
ONE FOUNTAIN PLAZA, 6TH FLOOR  
BUFFALO, NY 14203

Plaintiff

vs.

BRIAN SHAW,  
A/K/A BRIAN K. SHAW  
RR1 BOX 404B  
WEST DECATUR, PA 16878  
DIANE SHAW, A/K/A DIANE JEAN  
KRISSE, A/K/A DIANE J. BARONAK  
RR1 BOX 404B  
WEST DECATUR, PA 16878

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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Premises RR1 BOX 404B, WEST DECATUR, PA 16878  
(see attached legal description)

Amount Due

\$ 110,287.95

Interest from  
12/28/01 (sale date)  
(per diem - \$18.13)

\$ 120.00 Prothonotary costs

Total.

\$ \_\_\_\_\_ Plus Costs as endorsed

RECEIVED JAN 7 2002

@ 9:25 AM

Christen A. Hanks  
by Margaret H. Putt

William L. Hanks  
Clerk  
Office of Prothonotary  
Common Pleas Court of  
CLEARFIELD County, PA

Dated:..

1/4/02

(Seal)



ALL THAT CERTAIN piece or parcel of land located in Boggs Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Northerly edge of the right-of-way line of SR 2024 and the Southeasterly line of lands now or formerly of J.H. France Co.; thence along the line of J.H. France Co. in a Northerly direction, or nearly so, a distance of four hundred (400') feet to a point on land now or formerly of Gary Ruden; thence leaving the line of lands of J.H. France Co. and continuing along the Ruden lands in an Eastwardly direction a distance of three hundred twenty-five (325') feet to a point; thence South  $72^{\circ} 30'$  East a distance of one hundred fifty (150') feet, more or less, to a point at the common corner of lands of Richard Knepp, et ux, and the Northeasterly corner of the within described lot; thence South  $0^{\circ} 45'$  West a distance of three hundred fifty-five (355') feet, more or less, to a point on the Northerly right-of-way line of SR 2024; thence along line of the same North  $89^{\circ} 46'$  West a distance of four hundred sixty-two and one half (462.5') feet, more or less, to the point or place of beginning.

CONTAINING 4.18 acres and being designated as Lot No. 2 on the plot or plan of the Simeling Run Subdivision of Keystone Investors dated September 13, 1993, and entered for record in the Office for the Records of Deeds in Clearfield County Map File 1273 on December 12, 1996.

Tax Parcel #011-000-00033

TITLE TO SAID PREMISES IS VESTED IN Brian Shaw and Diane Shaw, husband and wife by Deed from M. Bruce Shaw, widow dated 11/8/2000 and recorded 11/8/2000 in Instrument #200016687.