

02-959-CD

Chase Manhattan Bank vs Keith Burns

02

02-959-CD
CHASE MANHATTAN BANK -vs- KEITH R. BURNS etal

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180-3183

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1997-6 UNDER THE
POOLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER
1, 1997
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 02-959-CD
:
:
:
:
:
:
:

Plaintiff

vs.

KEITH R. BURNS
RD 2 BOX 393A A/K/A R.R. 2
BOX 391
DUBOIS, PA 15801
KATHLEEN G. BURNS
RD 2 BOX 393A A/K/A R.R. 2
BOX 391
DUBOIS, PA 15801

Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due \$ 42,946.66

Interest from \$ _____ and Costs
8/14/02 (sale date)
(per diem - \$7.06)

Prothonotary Costs

201.05

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

Note: Please attach description of property.

FILED

m/2:43 PM
AUG 26 2002

William A. Shaw
Prothonotary

Att. pd.
20.00
1 cc Sheriff
le writs w/ descr.
to Shff

Q
896

No. 02-959-CD Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA


THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER 1, 1997

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


Attorney for Plaintiff

Address: RD 2 BOX 393A RD 2 BOX 393A
A/K/A R.R. 2 BOX 391 A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801 DUBOIS, PA 15801

Where papers may be served.

47

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the Southwest corner of premises conveyed to the former grantors by Deed of Adeline Nangle date March __, 1959 and recorded at Clearfield, Pennsylvania, in Deed Book No. 476, Page 347, said point also being in the middle of Sandy Township Road in line of lands now or formerly of Mary Osborn (three chains four links from the Southeast corner of said Osborne lands); thence along the center of said Township Road North 0° 03' East a distance of 120 feet, more or less, to a point; thence along lands of the former grantors of which this is a part, South 89° 20' East a distance of 100 feet, more or less, to a stake; thence continuing along lands of the former grantors of which this is a part, South 0° 03' West a distance of 50 feet, more or less, to a point at the Northerly right of way line of Old Township Road; thence along the same South 37° 43' West a distance of 100 feet, more or less, to a point; thence North 89° 20' West a distance of 34 feet, more or less, to the place of beginning.

EXCEPTING AND RESERVING, therefrom to John E. DuBois, his heirs and assigns, forever, all the coal, oils, gas, fireclay and other minerals contained in or beneath the surface of said lands together with the unobstructed right to mine, dig and carry away the same, without being liable for any damage caused to the surface thereof or the building thereon by operations carried on beneath the surface of said land.

EXCEPTING AND RESERVING all exceptions and reservation as may appear of record.

TAX PARCEL #128-D03-000-014.3

TITLE TO SAID PREMISES IS VESTED IN Kathleen G. Burns by Deed from Keith R. Burns and Kathleen G. Burns, his wife dated 10/7/2000 and recorded 11/8/2000 in Instrument ID #200016657.

FEDERMAN and PHELAN

By: FRANK FEDERMAN

Identification No. 12248

Suite 1400

One Penn Center at Suburban Station

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1997-6
UNDER THE POOLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

: NO. 02-959-CD

KEITH R. BURNS

KATHLEEN G. BURNS


:

CERTIFICATION

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

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

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1997-6
UNDER THE POOLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997

Plaintiff

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

Defendant(s)

)
)
) CIVIL DIVISION
)
)
)
) NO. 02-959-CD
)

AFFIDAVIT PURSUANT TO RULE 3129.1

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST
1997-6 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF OCTOBER 1,
1997, Plaintiff in the above action, sets forth as of the date the Praecipe
for the Writ of Execution was filed the following information concerning the
real property located at RD 2 BOX 393A A/K/A R.R. 2 BOX 391, DUBOIS, PA
15801.

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

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

KEITH R. BURNS

RD 2 BOX 393A A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

KATHLEEN G. BURNS

RD 2 BOX 393A A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

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

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

SAME AS ABOVE

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

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

NONE

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

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

BENEFICIAL CDC

1067 PENNSYLVANIA AVENUE
TYRONE, PA 16686

PENNSYLVANIA HOUSING
FINANCE AGENCY

2101 N. FRONT STREET
P.O. BOX 15530
HARRISBURG, PA 17105

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

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

NONE

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

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

CLEARFIELD COUNTY DOMESTIC
RELATIONS DEPARTMENT

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

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

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

COMMONWEALTH OF PA
DEPT. OF WELFARE

P.O. BOX 2675
HARRISBURG, PA 17105


TENANT/OCCUPANT

RD 2 BOX 393A A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

(Attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. #4904 relating to unsworn falsification to authorities.

August 14, 2002
Date


FRANK FEDERMAN, ESQ.
Attorney for Plaintiff

"NOTICE PURSUANT TO RULE 3129"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE OF
IMC HOME EQUITY LOAN TRUST 1997-6 UNDER
THE POOLING AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

Plaintiff

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

Defendant(s)

CIVIL DIVISION

NO. 02-959-CD

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: KEITH R. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

KATHLEEN G. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

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.

Your house (real estate) at RD 2 BOX 393A A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801, is scheduled to be sold at the Sheriff's Sale on _____ at _____ A.M. in the CLEARFIELD County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830 to enforce the court judgment of \$42,946.66 obtained by THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997 (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the Back payments, late charges, costs and reasonable attorney's Fees due. To find out how much you must pay, you may call: 215-563-7000
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215)563-7000.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call (215) 563-7000.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At this time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff not later than thirty (30) days after the sale. The schedule shall be kept on file with the Sheriff and will be made available for inspection in his office. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the proposed schedule.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830**

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the Southwest corner of premises conveyed to the former grantors by Deed of Adeline Naugle date March __, 1959 and recorded at Clearfield, Pennsylvania, in Deed Book No. 476, Page 347, said point also being in the middle of Sandy Township Road in line of lands now or formerly of Mary Osborn (three chains four links from the Southeast corner of said Osborne lands); thence along the center of said Township Road North $0^{\circ} 03'$ East a distance of 120 feet, more or less, to a point; thence along lands of the former grantors of which this is a part, South $89^{\circ} 20'$ East a distance of 100 feet, more or less, to a stake; thence continuing along lands of the former grantors of which this is a part, South $0^{\circ} 03'$ West a distance of 50 feet, more or less, to a point at the Northerly right of way line of Old Township Road; thence along the same South $37^{\circ} 43'$ West a distance of 100 feet, more or less, to a point; thence North $89^{\circ} 20'$ West a distance of 34 feet, more or less, to the place of beginning.

EXCEPTING AND RESERVING; therefrom to John E. DuBois, his heirs and assigns, forever, all the coal, oils, gas, fireclay and other minerals contained in or beneath the surface of said lands together with the unobstructed right to mine, dig and carry away the same, without being liable for any damage caused to the surface thereof or the building thereon by operations carried on beneath the surface of said land.

EXCEPTING AND RESERVING all exceptions and reservation as may appear of record.

TAX PARCEL #128-D03-000-014.3

TITLE TO SAID PREMISES IS VESTED IN Kathleen G. Burns by Deed from Keith R. Burns and Kathleen G. Burns, his wife dated 10/7/2000 and recorded 11/8/2000 in Instrument ID #200016657.

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

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1997-6 UNDER THE
POOLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER
1, 1997
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115
Plaintiff

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 02-959-CD
:
:
:
:
:

vs.

KEITH R. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801
KATHLEEN G. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

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 RD 2 BOX 393A A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801
(see attached legal description)

Amount Due \$ 42,946.66

Interest from \$ _____
8/14/02 (sale date)
(per diem - \$7.06)

Total \$ _____ Plus Costs as endorsed.

Prothonotary Costs

201.05
William L. Hester

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

Dated: August 26, 2002
(Seal) No. 02-959-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER 1, 1997

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

WRIT OF EXECUTION
(Mortgage Foreclosure)


Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.


Attorney for Plaintiff

Address:

RD 2 BOX 393A RD 2 BOX 393A
A/K/A R.R. 2 BOX 391 A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801 DUBOIS, PA 15801

Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the Southwest corner of premises conveyed to the former grantors by Deed of Adeline Naugle date March __, 1959 and recorded at Clearfield, Pennsylvania, in Deed Book No. 476, Page 347, said point also being in the middle of Sandy Township Road in line of lands now or formerly of Mary Osborn (three chains four links from the Southeast corner of said Osborn lands); thence along the center of said Township Road North 0° 03' East a distance of 120 feet, more or less, to a point; thence along lands of the former grantors of which this is a part, South 89° 20' East a distance of 100 feet, more or less, to a stake; thence continuing along lands of the former grantors of which this is a part, South 0° 03' West a distance of 50 feet, more or less, to a point at the Northerly right of way line of Old Township Road; thence along the same South 37° 43' West a distance of 100 feet, more or less, to a point; thence North 89° 20' West a distance of 34 feet, more or less, to the place of beginning.

EXCEPTING AND RESERVING, therefrom to John E. DuBois, his heirs and assigns, forever, all the coal, oils, gas, fireclay and other minerals contained in or beneath the surface of said lands together with the unobstructed right to mine, dig and carry away the same, without being liable for any damage caused to the surface thereof or the building thereon by operations carried on beneath the surface of said land.

EXCEPTING AND RESERVING all exceptions and reservation as may appear of record.

TAX PARCEL #128-D03-000-014.3

TITLE TO SAID PREMISES IS VESTED IN Kathleen G. Burns by Deed from Keith R. Burns and Kathleen G. Burns, his wife dated 10/7/2000 and recorded 11/8/2000 in Instrument ID #200016657.

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

THE CHASE MANHATTAN BANK, AS TRUSTEE OF
IMC HOME EQUITY LOAN TRUST 1997-6 UNDER
THE POOLING AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

KEITH R. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801
KATHLEEN G. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

: NO. 02-959-CD

FILED

AUG 26 2002

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

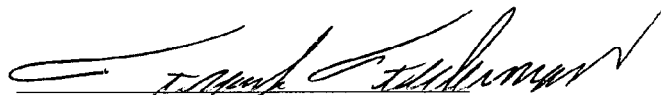
William A. Shaw
Prothonotary

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against KEITH R. BURNS and KATHLEEN G. BURNS, 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	\$41,620.51
Interest - 5/1/02 TO 8/13/02	<u>\$ 1,326.15</u>
TOTAL	\$42,946.66

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: August 26, 2002

PRO PROTHY

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1997-6 UNDER THE
POOLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997.

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

Plaintiff

: NO. 02-959-CD

vs.

KEITH R. BURNS

KATHLEEN G. BURNS

Defendant(s)

TO: KEITH R. BURNS

RD 2 BOX 393A, A/K/A R.R. 2 BOX 391

DUBOIS, PA 15801

DATE OF NOTICE: JULY 30, 2002

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

IMPORTANT NOTICE

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

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641



Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1997-6 UNDER THE
POOLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997.

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

Plaintiff

: NO. 02-959-CD

vs.

KEITH R. BURNS

KATHLEEN G. BURNS

Defendant

TO: KATHLEEN G. BURNS

RD 2 BOX 393A, A/K/A R.R. 2 BOX 391

DUBOIS, PA 15801

DATE OF NOTICE: JULY 30, 2002

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

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Frank Federman, Esquire
Attorney for Plaintiff

FILED

~~018:17841~~
AUG 26 2002

~~William A. Shaw
Prothonotary~~

Atty. Gen.
\$20.00
ICC Sheriff

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

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1997-6
UNDER THE POOLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER 1, 1997

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

: NO. 02-959-CD

KEITH R. BURNS
KATHLEEN G. BURNS

:

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 KEITH R. BURNS is over 18 years of age and resides at RD 2 BOX 393A A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801.

(c) that defendant KATHLEEN G. BURNS is over 18 years of age, and resides at RD 2 BOX 393A A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801.

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


FRANK FEDERMAN, ESQUIRE

FILED _{ice}

M¹ 2:17 ~~201~~
AUG 26 2002

SHF

Atty Pd. 20.00

William A. Shaw
Prothonotary

Notice of 1 cc to each Def.
Statement to Atty of ~~201~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

COPY

THE CHASE MANHATTAN BANK, AS TRUSTEE OF
IMC HOME EQUITY LOAN TRUST 1997-6 UNDER
THE POOLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997

)

)

NO. 02-959-CD

Plaintiff

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

)

)

Defendants

Notice is given that a Judgment in the above-captioned
matter has been entered against you on August 26, 2002.

By: _____ 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

COPY

THE CHASE MANHATTAN BANK, AS TRUSTEE OF
IMC HOME EQUITY LOAN TRUST 1997-6 UNDER
THE POOLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997

Plaintiff

)
) NO. 02-959-CD

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

Defendants

)
)

Notice is given that a Judgment in the above-captioned
matter has been entered against you on August 26, 2002.

By: _____ 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.

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

COPY

Chase Manhattan Bank
Plaintiff(s)

No.: 2002-00959-CD

Real Debt: \$42,946.66

Atty's Comm:

Vs.

Costs: \$

Int. From:

Keith R. Burns
Kathleen G. Burns
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 26, 2002

Expires: August 26, 2007

Certified from the record this 26th day of August, 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12662

THE CHASE MANHATTAN BANK

02-959-CD

VS.

BURNS, K EITH R. & KATHLEEN G.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 3, 2002 AT 2:26 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEITH R. BURNS, DEFENDANT AT RESIDENCE, RD#2 BOX 393A, A/K/A RR#2 BOX 391, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KEITH BURNS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

NOW JULY 9, 2002 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHLEEN G. BURNS, DEFENDANT AT RESIDENCE,, RD#2 BOX 391, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHLEEN G. BURNS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS TEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

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

FILED

AUG 20 2002

William A. Shaw
Prothonotary


Sworn to Before Me This

26 Day Of August 2002



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

So Answers,


Chester A. Hawkins
Sheriff

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC
HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING
AND SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997.
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

Plaintiff

v.

TERM

NO. 02-959-02

CLEARFIELD COUNTY

KEITH R. BURNS
KATHLEEN G. BURNS
RD 2 BOX 393A A/K/A
R.R. 2 BOX 391
DUBOIS, PA 15801

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

Loan #: 3008772174

FILED

JUN 17 2002

William A. Shaw
Prothonotary

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

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

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

1. Plaintiff is

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1997-6 UNDER THE POOLING AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997.
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115

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

KEITH R. BURNS
KATHLEEN G. BURNS
RD 2 BOX 393A A/K/A
R.R. 2 BOX 391
DUBOIS, PA 15801

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

3. On 08/22/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALTERNATIVE LENDING MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1869, Page 570. By Assignment of Mortgage recorded 04/16/01 the mortgage was assigned to IMC MORTGAGE CORPORATION which Assignment is recorded in Assignment of Mortgage Book No. 200105259. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/27/02 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.

6. The following amounts are due on the mortgage:

Principal Balance	\$38,410.49
Interest	1,591.38
12/27/01 through 05/01/02 (Per Diem \$12.63)	
Attorney's Fees	1,000.00
Cumulative Late Charges	68.64
08/22/97 to 05/01/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$41,620.51
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	\$41,620.51

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants;
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 \$41,620.51, together with interest from 05/01/02 at the rate of \$12.63 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.

FEDERMAN AND PHELAN, LLP

By: 

FRANK FEDERMAN, ESQUIRE

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

ALL that certain piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point at the Southwest corner of premises conveyed to the former grantors by Deed of Adeline Maugle dated March, 1959, and recorded at Clearfield, Pennsylvania, in Deed Book No. 478, Page 347, said point also being in the middle of Sandy Township Road in line of lands now or formerly of Mary Osborn (three chains four links from the Southeast corner of said Osborn lands); thence along the center of said Township Road North $0^{\circ} 03'$ East a distance of 120 feet, more or less, to a point; thence along lands of the former grantors of which this is a part South $89^{\circ} 20'$ East a distance of 100 feet, more or less, to a stake; thence continuing along lands of the former grantors of which this is a part, South $0^{\circ} 03'$ West a distance of 50 feet, more or less, to a point at the Northerly right of way line of Old Township Road; thence along the same South $37^{\circ} 43'$ West a distance of 100 feet, more or less, to a point; thence North $89^{\circ} 20'$ West a distance of 34 feet, more or less, to the place of beginning.

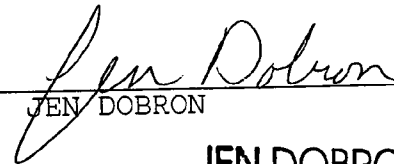
Commonly known as: Rd 2 Box 393 A A/X/A R.R. BOX 391

VERIFICATION

JEN DOBRON hereby states that she is Foreclosure Manager of FAIRBANKS CAPITAL CORP., mortgage servicing agent For Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her 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:

09/12/02


JEN DOBRON

JEN DOBRON
DOCUMENT CONTROL OFFICER

FILED

Atty pd. 80.00

M 14:07 BH
JUN 17 2002

acc Sheriff

WAS
William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE

PLAINTIFF

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1997-6 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
OCTOBER 1, 1997

CLEARFIELD COUNTY
No. 02-959-CD

Type of Action
- Notice of Sheriff's Sale

DEFENDANT(S)

KEITH R. BURNS
KATHLEEN G. BURNS

Sale Date: FEBRUARY 7, 2003

SERVE AT

RD 2 BOX 393A A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

SERVED

Served and made known to KATHLEEN BURNS, Defendant, on the 21 day of Nov, 2002,
at 11:47 o'clock Am., at Home, 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: _____

FILED
m/11:08 AM
JAN 29 2003
cc
G

William A. Shaw
Prothonotary

Description: Age 40 Height 5'6" Weight 140 Race W Sex M Other _____

I, Chuck You, 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 21 day
of November, 2002.
Notary: _____

By: _____

NOT SERVED

On the _____ day of _____, 200__, at _____ o'clock ____m., Defendant NOT FOUND because:

Member, Pennsylvania Association of Notaries

Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 200 ____.
Notary: _____

By: _____

Loan # 3008772174

Attorney for Plaintiff

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

One Penn Center at Suburban Station- Suite 1400

Philadelphia, PA 19103

(215) 563-7000

AFFIDAVIT OF SERVICE

PLAINTIFF

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1997-6 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
OCTOBER 1, 1997

CLEARFIELD COUNTY
No. 02-959-CD

Type of Action
- Notice of Sheriff's Sale

DEFENDANT(S)

KEITH R. BURNS
KATHLEEN G. BURNS

Sale Date: FEBRUARY 7, 2003

SERVE AT

RD 2 BOX 393A A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

SERVED

Served and made known to KEITH BURNS, Defendant, on the 21 day of Nov, 2002
at 11:47 o'clock A.m., at Home, Commonwealth of Pennsylvania, in the
manner described below:

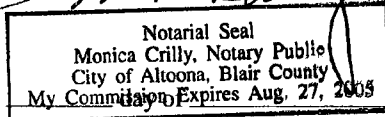
☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s). Relationship is _____
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.
_____ an officer of said Defendant(s)'s company.
_____ Other: _____

Description: Age 40 Height 5'6" Weight 140 Race W Sex M Other _____

I, Monica Crilly, 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 22nd day
of November, 2002.

Notary: _____ By: [Signature]



NOT SERVED

On the _____, 200__, at _____ o'clock ____m., Defendant **NOT FOUND** because:

Member, Pennsylvania Association of Notaries
____ Moved ____ Unknown ____ No Answer ____ Vacant

Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 200__.
Notary: _____

By: _____

Loan # 3008772174

Attorney for Plaintiff

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

One Penn Center at Suburban Station- Suite 1400

Philadelphia, PA 19103

(215) 563-7000

SALE DATE: 2/7/03

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN No.: 02-959-CD
TRUST 1997-6 UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

FILED
m/108801
JAN 29 2003
cc
GZF

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

William A. Shaw
Prothonotary

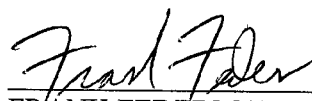
**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at:

RD 2 BOX 393A, A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

CLEARFIELD COUNTY

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN No.: 02-959-CD
TRUST 1997-6 UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at RD 2 BOX 393A, A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

BENEFICIAL CDC	1067 PENNSYLVANIA AVENUE TYRONE, PA 16686
----------------	--

PENNSYLVANIA HOUSING FINANCE	2101 N. FRONT STREET P.O. BOX 15530 HARRISBURG, PA 17105-5530
------------------------------	---

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

Name

Last Known Address (if address cannot be
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

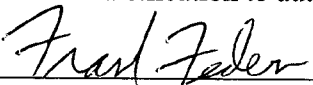
Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105


Tenant/Occupant

RD 2 BOX 393A, A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

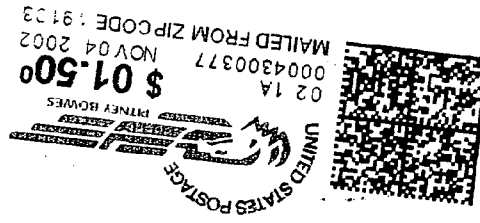

FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

January 16, 2003

Name and Address of Sender  FEDERMAN & PHELAN
One Penn Center at Suburban, Suite 1400
Philadelphia, PA 19103



Line	Article Number	Name of Addressee, Street, and Post Office Address	Post
1	TEAM2 *****	CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830	
2	*****	COMMONWEALTH OF PA DEPT. OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105	
3	*****	TENANT/OCCUPANT RD 2 BOX 393A A/K/A R.R. 2 BOX 391 DUBOIS, PA 15801	
4	*****	BENEFICIAL CDC 1067 PENNSYLVANIA AVENUE TYRONE, PA 16686	
5	*****	PENNSYLVANIA HOUSING FINANCE AGENCY 2101 N. FRONT STREET P.O. BOX 15530 HARRISBURG, PA 17105	
6	*****		
7	*****		
8	*****		
9	*****		
10	*****		
11	*****		
15		RE: BURNS, KEITH	GRH
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)



TEAM 2

DATE: NOVEMBER 4, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): KEITH R. BURNS
KATHLEEN G. BURNS

PROPERTY: RD 2 BOX 393A A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

Improvements: Residential dwelling

Judgment Amount: \$42,946.66

CLEARFIELD COUNTY

NO. 02-959-CD

The above-captioned property is scheduled to be sold at the
CLEARFIELD County Sheriff's Sale on FEBRUARY 7, 2003 at CLEARFIELD
County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830 at 10:00
a.m.

Our records indicate that you may hold a mortgage or judgment on the
property which may be extinguished by the sale. You may wish to attend the
sale to protect your interests.

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13058

THE CHASE MANHATTAN BANK ET AL

02-959-CD

VS.

BURNS, KEITH R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 18, 2002 GAVE DEPUTIES WRITS, NOTICE OF SALE, AND THE LEVY FOR THE PROPERTY OF THE DEFENDANTS.

THE DEPUTIES WERE UNABLE TO FIND RESIDENCE. CALLED ATTORNEY FOR PHYSICAL ADDRESS. INFORMED SALE MAY BE STAYED.

A SALE DATE OF NOVEMBER 1, 2002 WAS SET.

NOW, OCTOBER 18, 2002 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE SCHEDULED FOR NOVEMBER 1, 2002 TO FEBRUARY 7, 2003.

NOW, FEBRUARY 6, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR FEBRUARY 7, 2003.

NOW, NOVEMBER 13, 2003 BILLED THE ATTORNEY FOR COSTS DUE.

NOW, FEBRUARY 9, 2004 MAILED SECOND BILLING REQUEST TO THE PLAINTIFF' ATTORNEY.

NOW, FEBRUARY 23, 2004 RECEIVED A CHECK FROM THE ATTORNEY FOR COSTS DUE.

NOW, FEBRUARY 25, 2004 PAID THE COSTS FROM THE ADVANCE AND ADDITIONAL CHECK FROM THE ATTORNEY.

NOW, FEBRUARY 25, 2004 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS. THE SALE WAS STAYED BY THE PLAINTIFF'S ATTORNEY ALSO THE TIME EXPIRED.

SHERIFF HAWKINS \$114.44
SURCHARGE \$40.00
PAID BY ATTORNEY

FILED
01/31/04
FEB 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13058

THE CHASE MANHATTAN BANK ET AL

02-959-CD

VS.

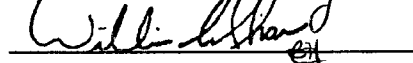
BURNS, KEITH R.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

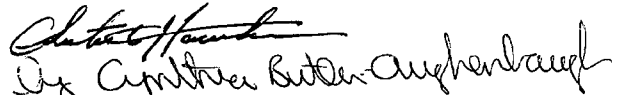
Sworn to Before Me This

27th Day Of February 2004



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

So Answers,



Chester A. Hawkins
Sheriff

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

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1997-6 UNDER THE
POOLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER
1, 1997
3815 SOUTHWEST TEMPLE
SALT LAKE CITY, UT 84115
Plaintiff

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 02-959-CD
:
:
:
:
:

vs.

KEITH R. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801
KATHLEEN G. BURNS
RD 2 BOX 393A
A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801

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 RD 2 BOX 393A A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801
(see attached legal description)

Amount Due \$ 42,946.66

Interest from \$ _____
8/14/02 (sale date)
(per diem - \$7.06)

Total \$ _____ Plus Costs as endorsed.

Prothonotary Costs

201.05
William L. Hester

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

Dated: August 26, 2002
(Seal) No. 02-959-CD Term

Received 8/26/02 @ 3:35 P.M.
Cheston A. Hawkins
By Cynthia Butler-Aughenbaugh

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER 1, 1997

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.


Attorney for Plaintiff

Address:

RD 2 BOX 393A RD 2 BOX 393A
A/K/A R.R. 2 BOX 391 A/K/A R.R. 2 BOX 391
DUBOIS, PA 15801 DUBOIS, PA 15801

Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the Southwest corner of premises conveyed to the former grantors by Deed of Adeline Naugle date March __, 1959 and recorded at Clearfield, Pennsylvania, in Deed Book No. 476, Page 347, said point also being in the middle of Sandy Township Road in line of lands now or formerly of Mary Osborn (three chains four links from the Southeast corner of said Osborn lands); thence along the center of said Township Road North 0° 03' East a distance of 120 feet, more or less, to a point; thence along lands of the former grantors of which this is a part, South 89° 20' East a distance of 100 feet, more or less, to a stake; thence continuing along lands of the former grantors of which this is a part, South 0° 03' West a distance of 50 feet, more or less, to a point at the Northerly right of way line of Old Township Road; thence along the same South 37° 43' West a distance of 100 feet, more or less, to a point; thence North 89° 20' West a distance of 34 feet, more or less, to the place of beginning.

EXCEPTING AND RESERVING, therefrom to John E. DuBois, his heirs and assigns, forever, all the coal, oils, gas, fireclay and other minerals contained in or beneath the surface of said lands together with the unobstructed right to mine, dig and carry away the same, without being liable for any damage caused to the surface thereof or the building thereon by operations carried on beneath the surface of said land.

EXCEPTING AND RESERVING all exceptions and reservation as may appear of record.

TAX PARCEL #128-D03-000-014.3

TITLE TO SAID PREMISES IS VESTED IN Kathleen G. Burns by Deed from Keith R. Burns and Kathleen G. Burns, his wife dated 10/7/2000 and recorded 11/8/2000 in Instrument ID #200016657.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME BURNS NO. 02-959-CD

NOW, , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz:

and made the following

SHERIFF COSTS:

RDR	15.00
SERVICE	
MILEAGE	
LEVY	
MILEAGE	
POSTING	
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	114.44

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	
TOTAL DEED COSTS	0.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	42,946.66
INTEREST FROM 8/14/02 /2 PER DIEM \$7.06	
TO BE ADDED	

TOTAL DEBT & INTEREST	42,946.66
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COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	795.30 <i>paid 4/16/04</i>
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	114.44
LEGAL JOURNAL AD	207.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	201.05
MORTGAGE SEARCH	
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	

TOTAL COSTS	1,317.79
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DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

FEDERMAN AND PHELAN, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Main Fax 215-563-5534

Trinity McDaniel
Legal Assistant, Ext. 1280

Representing Lenders in
Pennsylvania and New Jersey

October 18, 2002

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC
HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997
v. KEITH R. BURNS and KATHLEEN G. BURNS
No. 02-959-CD
Premises: RD 2 BOX 393A, A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801

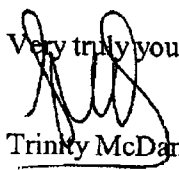
Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property, which is scheduled for NOVEMBER 1, 2002.

The postponement is necessary because the Defendant(s) have been approved for a forbearance plan.

The property is to be re-listed for the FEBRUARY 7, 2003 Sheriff's Sale.

Very truly yours,


Trinity McDaniel

Law Offices
FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

February 6, 2003

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

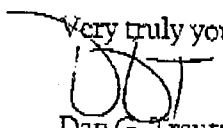
Re: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1997-6 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF
OCTOBER 1, 1997 v. KEITH R. BURNS KATHLEEN G. BURNS
#02-959-CD
RD 2 Box 393 A
Dubois, PA 15801

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for February 7, 2003.

No funds were received in consideration for the stay.

Very truly yours,


Dan G. Trautz