

02-959-CD  
Chase Manhattan Bank vs Keith Burns

02

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

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

Note: Please attach description of property.

FILED

1/24/02  
AUG 26 2002

Atty pd.  
20.00  
1cc Sheriff  
Le wants w/desr.  
to Sheriff  
R  
BJS

William A. Shaw  
Prothonotary

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

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

Address:

RD 2 BOX 393A  
A/K/A R.R. 2 BOX 391  
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 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	)	CIVIL DIVISION
vs.	)	
	)	
KEITH R. BURNS	)	
KATHLEEN G. BURNS	)	NO. 02-959-CD
Defendant (s)	)	

**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 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.

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

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:

**SAME AS ABOVE**

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

**NONE**

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

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:

NONE

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

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

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

COMMONWEALTH OF PA P.O. BOX 2675  
DEPT. OF WELFARE 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 S. Federman  
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 ) CIVIL DIVISION  
 )  
 VS. ) )  
 KEITH R. BURNS )  
 KATHLEEN G. BURNS ) NO. 02-959-CD  
 Defendant(s) )

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: KEITH R. BURNS KATHLEEN G. BURNS  
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

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 2<sup>nd</sup> 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° 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.

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

201-959

Williamson

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)

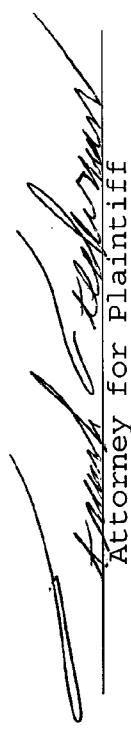
Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

  
\_\_\_\_\_  
Attorney for Plaintiff

Address:

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

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

Where papers may be served.

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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

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

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION

: 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	<u>\$42,946.66</u>

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  
Identification No. 12248  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(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.

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

Plaintiff

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  
Identification No. 12248  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(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.

: 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.  
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appearance personally or by attorney and file in writing with the  
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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:



Frank Federman, Esquire  
Attorney for Plaintiff

~~FILED~~

~~44-8d.~~

~~10/3/02 1781~~

~~AUG 26 2002~~

~~420.00~~

~~100 Shesiss~~

~~William A. Shaw~~

~~Prothonotary~~

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**

1cc

AM 2:17-01  
AUG 26 2002

Shaffer

Aug Pd. 20.00

William A. Shaw  
Prothonotary

Notice & 1/2 to each def.  
Statement to Aug & 20

Aug  
20

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

) 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  
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, KEITH 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 THEREOF.**

**SERVED BY: COUDRIET/RYEN**

---

**Return Costs**

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

**FILED**

**AUG 26 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

TERM

Plaintiff  
v.

NO. 02-959-CB

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	0.00
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$41,620.51</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. 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  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

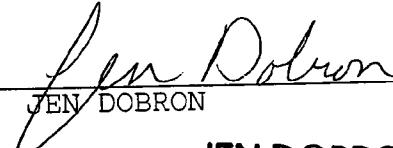
ALL that certain piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point at the Southwest corner of premises, conveyed to the former grantors by Deed of Adeline Maugle dated March, 1950, 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 Osborns 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.

Commonly known as: Rd 2 Box 393 A A/K/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.

  
\_\_\_\_\_  
JEN DOBRON

JEN DOBRON  
DOCUMENT CONTROL OFFICER

DATE: 06/12/02

**FILED**

May 14, 2002

AM 07:00

2002

2cc Sheriff

*See*

2  
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

**DEFENDANT(S)**

KEITH R. BURNS  
KATHLEEN G. BURNS

Type of Action  
- Notice of Sheriff's Sale

**SERVE AT**

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

Sale Date: FEBRUARY 7, 2003

**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:

FILED NO  
m 11 08 2003  
JAN 29 2003 E1  
GPA

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 150 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 2nd day  
of November, 2002.

Notary:

By:

NOT SERVED

On the 2nd day of November, 2002, 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 # 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

**DEFENDANT(S)**

KEITH R. BURNS  
KATHLEEN G. BURNS

Type of Action  
- Notice of Sheriff's Sale

**SERVE AT**

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

Sale Date: FEBRUARY 7, 2003

**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 27 day  
of November, 2002.  
Notary:

By:

NOT SERVED

On the My Commission Expires Aug. 27, 2005, 2000, 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 # 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 NO  
m 108 861  
JAN 29 2003  
EZF

vs.

KEITH R. BURNS  
KATHLEEN G. BURNS

William A. Shaw  
Prothonotary

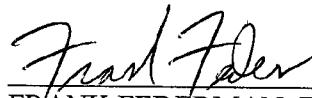
**AFFIDAVIT PURSUANT TO RULE 3129.1  
AND RETURN OF SERVICE PURSUANT TO  
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the 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.

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  
TRUST 1997-6 UNDER THE POOLING  
AND SERVICING AGREEMENT DATED  
AS OF OCTOBER 1, 1997

No.: 02-959-CD

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 reasonable 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
--------------------------------------	--

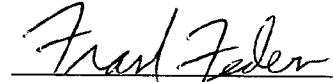
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

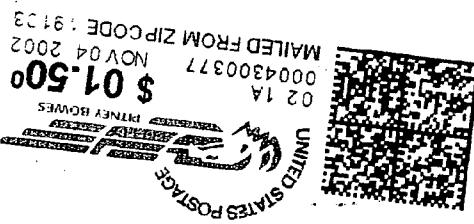
January 16, 2003

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	Po Box
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 2<sup>nd</sup> 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'S 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  
01/31/2004  
FEB 25 2004  
SAC**

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**

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Sworn to Before Me This

27<sup>th</sup> Day Of February 2004  
William A. Shaw

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

So Answers,

Chester A. Hawkins  
By Amber Butler Aughenbaugh  
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

1 : CLEARFIELD COUNTY  
1 :  
1 : COURT OF COMMON  
1 : PLEAS  
1 :  
1 : CIVIL DIVISION  
1 :  
1 : NO. 02-959-CD  
1 :

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	\$ _____

## Prothonotary Costs

201.95

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.

Chester 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)

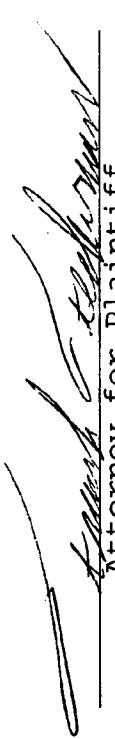
Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

  
Kathleen G. Burns  
Attorney for Plaintiff

Address:

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

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

**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:**

## DEBIT & INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	42,946.66
SERVICE		INTEREST FROM 8/14/02 /2 PER DIEM \$7.06	
MILEAGE		TO BE ADDED	
LEVY			
MILEAGE		<b>TOTAL DEBT &amp; INTEREST</b>	<b>42,946.66</b>
POSTING			
CSDS	10.00	<b>COSTS:</b>	
COMMISSION 2%		ATTORNEY FEES	
POSTAGE	4.44	PROTH. SATISFACTION	
HANDBILLS	15.00	ADVERTISING	795.30
DISTRIBUTION	25.00	LATE CHARGES & FEES	
ADVERTISING	15.00	TAXES - collector	
ADD'L SERVICE		TAXES - tax claim	
DEED		DUE	
ADD'L POSTING		COST OF SUIT -TO BE ADDED	
ADD'L MILEAGE		LIEN SEARCH	
ADD'L LEVY		FORCLOSURE FEES/ESCROW DEFICIT	
BID AMOUNT		ACKNOWLEDGEMENT	
RETURNS/DEPUTIZE		DEED COSTS	
COPIES/BILLING	15.00	ATTORNEY COMMISSION	
	5.00	SHERIFF COSTS	114.44
BILLING/PHONE/FAX	10.00	LEGAL JOURNAL AD	
		REFUND OF ADVANCE	
		REFUND OF SURCHARGE	
<b>TOTAL SHERIFF</b>		PROTHONOTARY	
<b>COSTS</b>	<b>114.44</b>	<b>MORTGAGE SEARCH</b>	<b>201.05</b>
<b>DEED COSTS</b>			

795.30 *Rev*  
4/16/04

### **DEED COSTS:**

ACKNOWLEDGEMENT		ESCROW DEFICIENCY	
REGISTER & RECORDER		MUNICIPAL LIEN	
TRANSFER TAX 2%			
<b>TOTAL DEED</b>		<b>TOTAL COSTS</b>	<b>1,317.79</b>
<b>COSTS</b>	<b>0.00</b>		

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

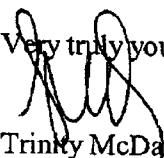
Re: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC  
HOME EQUITY LOAN TRUST 1997-6 UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997  
v. KEITH R. BURNS and KATHLEEN G. BURNS  
No. 02-959-CD  
Premises: RD 2 BOX 393A, A/K/A R.R. 2 BOX 391, DUBOIS, PA 15801

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

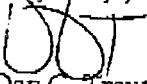
ATTENTION: CINDY (814) 765-5915

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