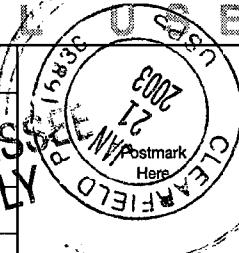


03-29-CD  
CHASE MANHATTAN BANK vs. MATTHEW DAVID LIEGEY

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only. No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 8.15



*Sent To*  
MATTHEW DAVID LIEGEY  
Street, Apt. No.;  
or PO Box No. 8 Olive Ave.  
City, State, ZIP+ 4  
Rehoboth Beach, DE 19971

Postmark (January 21, 2003)

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

13810

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

MATTHEW DAVID LIEGEY  
8 Olive Ave.  
Rehoboth Beach, DE. 19971

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

*Janice A. Stres*  Agent  
 Addressee

**B. Received by (Printed Name)**

*Janice A. Stres* 1/24/03

**C. Date of Delivery**

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number**

(Transfer from service lab) **7001 1940 0001 9406 1652**

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd St. Suite 116  
Clearfield, Pa. 16830

135/0

02



**FEDERMAN AND PHELAN, LLP**

By: Frank Federman, Esquire I.D. No. 12248  
Lawrence T. Phelan, Esquire I.D. No. 32227  
Francis S. Hallinan, Esquire I.D. No. 62695  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**THE CHASE MANHATTAN BANK, AS TRUSTEE  
UNDER THE POOLING AND SERVICING AGREEMENT,  
DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED ASSET  
SERVICING AND SECURITIZATION LLC, ASSET BACKED  
FUNDING CORPORATION, LITTON LOAN SERVICING LP  
AND THE CHASE MANHATTAN BANK, C-BASS MORTGAGE  
LOAN ASSET-BACKED CERTIFICATES, SERIES 2000-CB2**

**Plaintiff**

**Court of Common Pleas  
CLEARFIELD County  
No. 03-29-CD**

**vs.**

**FILED**

**MATTHEW DAVID LIEGEY**

**Defendant(s)**

**FEB 05 2003**

**William A. Shaw  
Prothonotary**

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,  
AND DISCONTINUE AND END**

**TO THE PROTHONOTARY:**

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

1-31-03

Date

Francis S. Hallinan

Frank Federman, Esquire  
Lawrence T. Phelan, Esquire  
Francis S. Hallinan, Esquire  
Attorneys for Plaintiff

FILED

NO  
CC

1:34  
FEB 05 2003

copy to CJA

William A. Shaw  
Prothonotary

Off

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

THE CHASE MANHATTAN BANK, AS TRUSTEE  
UNDER THE POOLING AND SERVICING AGREEMENT,  
DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED  
ASSET SERVICING AND SECURITIZATION LLC,  
ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING LP AND THE CHASE MANHATTAN  
BANK, C-BASS MORTGAGE LOAN ASSET-BACKED  
CERTIFICATES, SERIES 2000-CB2  
4828 CENTRAL LOOP DRIVE  
HOUSTON, TX 77081

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

**FILED**

JAN 08 2003

William A. Shaw  
Prothonotary

TERM

NO. 03-29-C

CLEARFIELD COUNTY

MATTHEW DAVID LIEGEY  
RR 1 BOX 167  
FRENCHVILLE, PA 16836

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

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  
UNDER THE POOLING AND SERVICING AGREEMENT,  
DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED  
ASSET SERVICING AND SECURITIZATION LLC,  
ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING LP AND THE CHASE MANHATTAN  
BANK, C-BASS MORTGAGE LOAN ASSET-BACKED  
CERTIFICATES, SERIES 2000-CB2  
4828 CENTRAL LOOP DRIVE  
HOUSTON, TX 77081

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

MATTHEW DAVID LIEGEY  
RR 1 BOX 167  
FRENCHVILLE, PA 16836

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

3. On 11/25/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERIQUEST MORTGAGE COMPANY which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1892, Page 167. By Assignment of Mortgage recorded 12/3/99 the mortgage was assigned to OCWEN FEDERAL BANK FSB which Assignment is recorded in Assignment of Mortgage Document No. 199919840. By Assignment of Mortgage recorded 7/16/01 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Document No. 200110961.
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 8/1/02 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	\$23,504.13
Interest	930.00
7/1/02 through 11/1/02 (Per Diem \$7.50)	
Attorney's Fees	1,000.00
Cumulative Late Charges 11/25/97 to 11/1/02	0.00
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$25,984.13
Escrow	
Credit	0.00
Deficit	<u>35.44</u>
Subtotal	<u>\$ 35.44</u>
<b>TOTAL</b>	<b>\$26,019.57</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:

- 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
- 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 \$26,019.57, together with interest from 11/1/02 at the rate of \$7.50 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: /s/ Francis S. Hallinan  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

ALL those certain parcels of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BOUNDED on the West by land now or formerly of Liegey Brothers and Clem Guenot; on the North by land now or formerly of Frank Gormont Estate; on the East by land now or formerly of Liegey Brothers and Clair Frelin; on the South by old State Highway Route No. 879. Containing ten and two-thirds (10 2/3) acres, more or less, and having erected thereon a two-story frame dwelling and outbuildings.

BEING the same premises granted and conveyed unto Edward Liegey and Mary Liegey, husband and wife, by Deed of Alphonse F. Coudriet and Louisa M. Coudriet, his wife, dated September 14, 1950, and recorded in the Clearfield County Recorder's Office in Deed Book Volume 410 at Page 490. The said Edward B. Liegey departed this life on April 16 1993, thereby vesting sole title to the above-described premises in

Mary G. Liegey, his surviving spouse. The said Mary G. Liegey departed this life on December 14, 1996, and by her Last Will and Testament dated September 23, 1990, which was duly probated and registered in the Office of the Register of Wills of Clearfield County, Pennsylvania, on December 23, 1996, in and filed of record in Will Book 92, Page 369, with Letters Testamentary issued to Francis J. Liegey, as Executor, and under Item III of her Last Will and Testament devised her residuary estate, of which the above-described parcel the above-described premises to her five (5) children, the Grantors herein.

THE SECOND THEREOF: BEGINNING at a point at the southern edge of old Legislative Route 17052, said point being the northeast corner of a parcel of land conveyed to prior Grantor; thence along the southern edge of old L. R. 17052 the following courses and distances: South seventy-seven degrees forty-seven minutes East (S 77° 47' E) three hundred forty-four and two-tenths (344.2) feet to a point; thence South seventy-eight degrees fifty-nine minutes East (S 78° 59' E) a distance of one hundred ninety-eight and nine-tenths (198.9) feet to a point; thence South seventy-nine degrees twenty-seven minutes East (S 79° 27' E) a distance of three hundred sixty-nine and one-tenth (379.1) feet to a point; thence South seventy-nine degrees fifty-eight minutes East (S 79° 58' E) a distance of three hundred eighty-one and nine-tenths (381.9) feet to an iron pin at the edge of right-of-way with Pennsylvania Route 879, new Legislative Route 17052; thence North eighty-nine degrees forty-four minutes West (N 89° 44' W) along said right-of-way and curving to the left three hundred eighty-two and nine-tenths (382.9) feet to a point; thence South eighty-eight degrees thirty-three minutes West (S 88° 33' W) still along said right-of-way nine hundred thirty-five (935) feet to land previously conveyed to prior Grantor; thence North six degrees thirty-two minutes East (N 6° 32' E) along said parcel three hundred eight (308) feet to a point and place of beginning and containing 5.40 acres.

This Deed carries with it a conveyance to the centerline of state roads in the event such roads should be abandoned.

EXCLUDING AND RESERVING unto the Grantors, their heirs and assigns, the right, in common with Grantee, to use the spring located on the above premises that supplies the home of Matthew D. Liegey as well as a pond located South of Pennsylvania Route 879, new Legislative Route 17052. This reservation requires that Grantee shall in no way interfere or impair the aforesaid spring or its ability to provide the water supply to Matthew D. Liegey's home and the aforesaid point.

BEING the same premises described in the Second Theroof of the Deed of Mary Margaret Fetter and John E. Fetter, her husband, to Edward B. Liegey and Mary G. Liegey, husband and wife, dated September 12, 1992, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1489, Page 247.

PROPERTY ADDRESS: RR 1 BOX 167

## VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA,C.S. 4904  
Relating to unsworn falsifications to authorities, That he/she is Lucy Herrada, Foreclosure  
Coordinator, of Litton Loan Servicing L.P, plaintiff herein, that he/she is duly authorized to make  
this verification, and that the facts set forth in the foregoing Complaint are true and correct to the  
best of his/her knowledge, information and belief.



Lucy Herrada  
Lucy Herrada, Foreclosure Coordinator

Date: 1/2/03

**FILED**

1cc shf

11:27 AM  
JAN 08 2003

Atty pd. 85.00

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13510

THE CHASE MANHATTAN BANK

03-29-CD

VS.

LIEGEY, MATTHEW DAVID

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 24, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MATTHEW DAVID LIEGEY, DEFENDANT BY CERT. MAIL #7001 1940 0001 9406 1652 AT 8 OLIVE AVE., REHOBOTH BEACH, DE. 19971 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY JANICE A. STRESS. THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

---

Return Costs

Cost	Description
36.55	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

17th Day Of Feb 2003  
William A. Shaw

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

So Answers,

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

FILED

FEB 11 2003  
01/11:30 a.m.  
William A. Shaw  
Prothonotary

cc

Page 1 of 1