

03-440-CD
THE CHASE MANHATTAN BANK VS.
EDWARD DWORETZKY, ETAL.

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 OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff
v.

TERM
NO. 03-440-CD

EDWARD DWORETZKY AND
KATHLEEN DWORETZKY, INDIVIDUALLY
AND AS TRUSTEES MALEFICIO
173 TREASURE LAKE
DUBOIS, PA 15801

MELISSA M. SCHAUGHNESSY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

CLEARFIELD COUNTY

FILED

MAR 27 2003

William A. Shaw
Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

Loan #: 4000141160
RMS

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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 DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

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

EDWARD DWORETZKY AND
KATHLEEN DWORETZKY, INDIVIDUALLY
AND AS TRUSTEES MALEFICIO
173 TREASURE LAKE
DUBOIS, PA 15801

MELISSA M. SCHAUGHNESSY
173 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 4/10/00 EDWARD DWORETZKY AND KATHLEEN DWORETZKY made, executed and delivered a mortgage upon the premises hereinafter described to GREATER ATLANTIC MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200004972. 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 08/01/2002 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	\$52,586.75
Interest	4,472.25
07/01/2002 through 03/24/2003	
(Per Diem \$16.75)	
Attorney's Fees	1,250.00
Cumulative Late Charges	53.09
04/10/2000 to 03/24/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 58,912.09
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 58,912.09

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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the EDWARD DWORETZKY AND KATHLEEN DWORETZKY on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

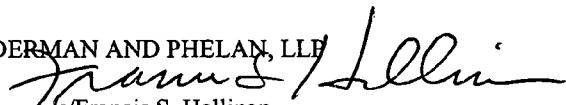
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

11. Notice of Intention to Foreclose pursuant to Act 6 of 1974 is not required to MELISSA M. SCHAUGHNESSY because MELISSA M. SCHAUGHNESSY is not a "residential mortgage debtor" as defined by the Act, having failed to provide Plaintiff notice of his/her/their acquisition of title.

12. This action does not come under Act 91 of 1983 as to MELISSA M. SCHAUGHNESSY because the mortgaged premises is not owner-occupied.

13. Defendant(s), EDWARD DWORETZKY AND KATHLEEN DWORETZKY, are being named in their capacity as Trustees Maleficio by virtue of that certain action known and numbered as follows: KAYE GUTHRIDGE, ET AL. vs. EDWARD DWORETZKY, ET AL. US District Court, Eastern District of Pennsylvania, Civil Action No. 01-3508.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 58,912.09, together with interest from 03/24/2003 at the rate of \$16.75 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 that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

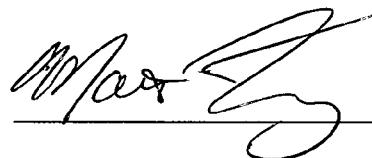
BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES BEING: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Matt Feeney

Document Control Officer

DATE: 3/21/03

FILED

12:47 PM
MAR 27 2003
85-00
le Cc Shaw

(E
SUL)

Att'y pd.

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

THE CHASE MANHATTAN BANK

VS.

DWORETZKY, EDWARD al

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

13860

03-440-CD

SHERIFF RETURNS

NOW APRIL 1, 2003 AT 11:11 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD DWORETZKY ind & as trustee maleficio, DEFENDANT AT RESIDENCE 137 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD DWORETZKY TWO (2) TRUE AND ATTESTED COPIES OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: McCLEARY/RYEN

NOW MAY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KATHleen DWORETZKY ind & as trustee maleficio AND MELISSA M. SCHAUGHNESSY, DEFENDANTS. MOVED TO: 1341 S. GATE DR., ST. CHARLES, MISSOURI 13304.

FILED
0 7:58 AM
MAY 30 2003

William A. Shaw
Prothonotary

Return Costs

Cost Description

57.68 SHERIFF HAWKINS PAID BY: ATTY CK# 263245

60.00 SURCHARGE PAID BY: ATTY CK# 263796

Sworn to Before Me This

30 Day Of May 2003

Will A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Hagan

Chester A. Hawkins

Sheriff

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NO. 03-440-C

CLEARFIELD COUNTY

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173 TREASURE LAKE
DUBOIS, PA 15801

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

MELISSA M. SCHAUGHNESSY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

Mar 27 2003

Attest.

John S. Blawie
Prothonotary/
Clerk of Courts

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REDEMMAN AND PHELAM
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within or as a unit of
the project
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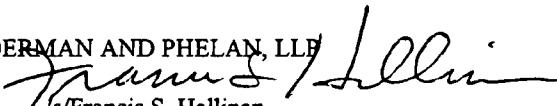
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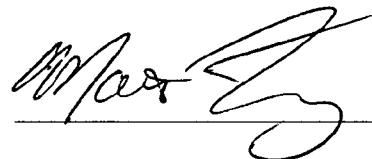
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Loan #: 4000141160
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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
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ERDEMAN AND PHILAN
originals held at record
concentrally to the
library of the University
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1. Plaintiff is

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

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

EDWARD DWORETZKY AND
KATHLEEN DWORETZKY, INDIVIDUALLY
AND AS TRUSTEES MALEFICIO
173 TREASURE LAKE
DUBOIS, PA 15801

MELISSA M. SCHAUGHNESSY
173 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 4/10/00 EDWARD DWORETZKY AND KATHLEEN DWORETZKY made, executed and delivered a mortgage upon the premises hereinafter described to GREATER ATLANTIC MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200004972. 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 08/01/2002 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	\$52,586.75
Interest	4,472.25
07/01/2002 through 03/24/2003	
(Per Diem \$16.75)	
Attorney's Fees	1,250.00
Cumulative Late Charges	53.09
04/10/2000 to 03/24/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 58,912.09
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 58,912.09

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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the EDWARD DWORETZKY AND KATHLEEN DWORETZKY on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

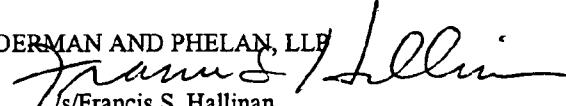
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

11. Notice of Intention to Foreclose pursuant to Act 6 of 1974 is not required to MELISSA M. SCHAUGHNESSY because MELISSA M. SCHAUGHNESSY is not a "residential mortgage debtor" as defined by the Act, having failed to provide Plaintiff notice of his/her/their acquisition of title.

12. This action does not come under Act 91 of 1983 as to MELISSA M. SCHAUGHNESSY because the mortgaged premises is not owner-occupied.

13. Defendant(s), EDWARD DWORETZKY AND KATHLEEN DWORETZKY, are being named in their capacity as Trustees Maleficio by virtue of that certain action known and numbered as follows: KAYE GUTHRIDGE, ET AL. vs. EDWARD DWORETZKY, ET AL. US District Court, Eastern District of Pennsylvania, Civil Action No. 01-3508.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 58,912.09, together with interest from 03/24/2003 at the rate of \$16.75 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 that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES BEING: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Matt Feeney

Document Control Officer

DATE: 3/21/03

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 OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

TERM

Plaintiff
v.

NO. 03-440-CD

CLEARFIELD COUNTY

EDWARD DWORETZKY AND
KATHLEEN DWORETZKY, INDIVIDUALLY
AND AS TRUSTEES MALEFICIO
173 TREASURE LAKE
DUBOIS, PA 15801

MELISSA M. SCHUAUGHNESSY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

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

MAR 27 2003

Attest.

William J. Shan
Prothonotary/
Clerk of Courts

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
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CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT
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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.

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

Loan #: 4000141160
RMS

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

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AND AS TRUSTEES MALEFICIO
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MELISSA M. SCHAUGHNESSY
173 TREASURE LAKE
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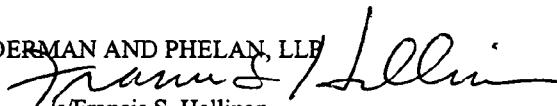
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FEDERMAN AND PHELAN, LLP

By: /s/Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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Matt Feeney

Document Control Officer

DATE: 3/21/03

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By: FRANK FEDERMAN, ESQ., Id. No. 12248
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ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

v.

Plaintiff

TERM

NO. 03-440-CD

CLEARFIELD COUNTY

EDWARD DWORETZKY AND
KATHLEEN DWORETZKY, INDIVIDUALLY
AND AS TRUSTEES MALEFICIO
173 TREASURE LAKE
DUBOIS, PA 15801

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

MELISSA M. SCHUAUGHNESSY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

MAR 27 2003

Attest.

John S. Shanahan
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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We hereby certify the
within to be a true and
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original filed of record
FEDERMAN AND PHELAN

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

Loan #: 4000141160
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AND AS TRUSTEES MALEFICIO
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DUBOIS, PA 15801

MELISSA M. SCHAUGHNESSY
173 TREASURE LAKE
DUBOIS, PA 15801

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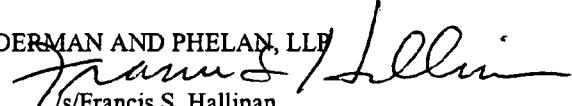
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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES BEING: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Matt Feeney

Document Control Officer

DATE: 3/21/03

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Chase Manhattan Bank

Vs.

No. 2003-00440-CD

**Edward Dworetzky
Kathleen Dworetzky
Melissa M. Schaughnessy**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 15, 2003, marked:

Discontinued and Ended without prejudice

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of August A.D. 2003.

William A. Shaw, Prothonotary

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
OF DLJ TRUST SERIES 2000-2**

Plaintiff

vs.

**Court of Common Pleas
CLEARFIELD County
No. 03-440-CSCD**

**EDWARD DWORETZKY AND KATHLEEN
DWORETZKY, INDIVIDUALLY AND AS
TRUSTEES MALEFICIO
MELISSA M. SCHAUGHNESSY**

Defendant(s)

FILED

AUG 15 2003

**15 2003
William A. Shaw
Prothonotary Clerk of Courts
Prothonotary Clerk of Courts**

**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.

8/11/03
Date

Francis S. Hallinan

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

FILED NoCC
AM 1:30 PM
AUG 15 2003 Disc. to ~~the~~ Amy Holloman
copy to CIA
William A. Shaw
Prothonotary/Clerk of Courts