

03-1221-CB
MANUFACTURERS & TRADERS TRUST CO., vs. RANDY REAMS, et al

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

MANUFACTURERS & TRADERS TRUST COMPANY,
ONE M&T PLAZA, BUFFALO, NY 14203-2399,
TRUSTEE FOR SECURITIZATION SERIES 1999-3,
AGREEMENT DATED 6/1/99
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

NO. 03-1221-C

Plaintiff

v.

CLEARFIELD COUNTY

RANDY REAMS
A/K/A RANDY L. REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

PAMELA REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

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.

FILED

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

AUG 18 2003

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

MANUFACTURERS & TRADERS TRUST COMPANY,
ONE M&T PLAZA, BUFFALO, NY 14203-2399,
TRUSTEE FOR SECURITIZATION SERIES 1999-3,
AGREEMENT DATED 6/1/99
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

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

RANDY REAMS
A/K/A RANDY L. REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

PAMELA REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

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

3. On 5/5/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CONTIMORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 199907468. 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 04/10/2003 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	\$46,111.43
Interest	2,073.36
03/10/2003 through 08/15/2003	
(Per Diem \$13.04)	
Attorney's Fees	1,250.00
Cumulative Late Charges	512.68
05/05/1999 to 08/15/2003	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 50,497.47
Escrow	
Credit	- 45.04
Deficit	0.00
Subtotal	<u>\$- 45.04</u>
TOTAL	\$ 50,452.43

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 Defendant(s) 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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 50,452.43, together with interest from 08/15/2003 at the rate of \$13.04 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: Francis S. Hallinan
/s/ Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES, PARCELS AND LOTS OF LAND SITUATE IN THE TOWNSHIP OF WOODWARD, CLEARFIELD COUNTY, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF RAILROAD AVENUE AND CHESTNUT STREET, EIGHTY (80') FEET FROM THE CENTER LINE OF THE MOSHANON AND CLEARFIELD BRANCH OF THE PENNSYLVANIA RAILROAD (NOW THE PENN CENTRAL TRANSPORTATION COMPANY); THENCE BY THE SAID AVENUE, SOUTH THIRTY-THREE (33°) DEGREES, THIRTY-FOUR (34') MINUTES WEST, A DISTANCE OF THREE HUNDRED (300') FEET TO A POINT ON THE WESTERN SIDE OF RAILROAD AVENUE, WHICH POINT IS ALSO THE NORTHEAST CORNER OF LOT NUMBER 50 (FIFTY); THENCE ALONG THE NORTHERN BOUNDARY LINE OF THE AFORESAID LOT NUMBER FIFTY (50), NORTH FIFTY-SIX (56°) DEGREES, TWENTY-SIX (26') MINUTES WEST A DISTANCE OF FOUR HUNDRED FIFTY (450') FEET, MORE OR LESS, TO A POINT ON THE EASTERLY SIDE OR EMBANKMENT OF WHITESIDE RUN; THENCE MEANDERING THE SAID RUN IN A NORTHEASTERLY DIRECTION A DISTANCE OF THREE HUNDRED AND NINETY-FIVE (395') FEET MORE OR LESS, TO A POINT ON THE SOUTHERLY SIDE OF SAID CHESTNUT STREET; THENCE THEREBY SOUTH FIFTY-SIX (56°) DEGREES, TWENTY-SIX (26') MINUTES EAST A DISTANCE OF FIVE HUNDRED NINETY (590') FEET TO A POINT ON THE WESTERN SIDE OF RAILROAD AVENUE AND THE PLACE OF BEGINNING; CONTAINING THREE AND THREE TENTHS (3-3/10THS) ACRES OF LAND, MORE OR LESS, AND BEING DESIGNATED ON THE KITTANING COAL COMPANY'S PLAN OF THE VILLAGE OF WOODWARD AS LOT NUMBERS FORTY-SEVEN (47), FORTY-EIGHT (48) AND FORTY-NINE (49).

BEING THE SAME PROPERTY CONVEYED TO RANDY L. REAMS BY DEED FROM NANETTE E. REAMS, FORMERLY KNOWN AS NANETTE E. MARTELL RICHARD J. REAMS HER HUSBAND, RECORDED 11/16/1992 IN DEED BOOK 1497 PAGE 233.

TAX ID# 130-M15-528-6

ORDER NUMBER: 1453580

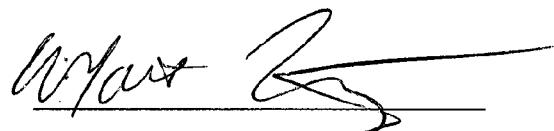
PREMISES BEING : PO BOX 31 RAILROAD STREET

100-7007
Vermont Financial Corp.

Verifying

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: 8/10/03

Sep. 17, 2003 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED

AUG 18 2003

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN, LLP
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

MANUFACTURERS & TRADERS TRUST
COMPANY, ONE M&T
PLAZA, BUFFALO, NY 14203-2399,
TRUSTEE FOR
SECURITIZATION SERIES 1999-3,
AGREEMENT DATED
6/1/99

: COURT OF COMMON PLEAS ✓
: :
: CIVIL DIVISION
: :
: CLEARFIELD County

Plaintiff

vs.

RANDY REAMS
PAMELA REAMS

: No. 03-1221-CD

Defendants

FILED

SEP 17 2003

M(12:30 PM)
William A. Shaw

Prothonotary/Clerk of Courts
2 X ^{1 cent to file} REINSTATED (Complaint
TO Plaintiff,

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above
captioned matter.

FEDERMAN AND PHELAN, LLP
By: *Frank Federman*
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

Date: September 15, 2003

In The Court of Common Pleas of Clearfield County, Pennsylvania

MANUFACTURERS & TRADERS TRUST COMPANY

VS.

REAMS, RANDY a/k/a RANDY L. REAMS & PAMELA REAMS

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14438

03-1221-CD

SHERIFF RETURNS

NOW SEPTEMBER 17, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RANDY REAMS and PAMELA REAMS, DEFENDANTS. RECEIVED ADDITIONAL SURCHARGE TOO LATE TO ATTEMPT SERVICE.

Return Costs

Cost	Description
------	-------------

20.00	SURCHARGE PAID BY: ATTY
-------	-------------------------

Sworn to Before Me This

18 Day Of Sept 2003
William A. Shaw

So Answers,

Chester A. Hawkins
by Maelyn Harris
Chester A. Hawkins
Sheriff

FILED
0 3:15 PM
SEP 18 2003 *ESL*

William A. Shaw
Prothonotary

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

MANUFACTURERS & TRADERS TRUST COMPANY,
ONE M&T PLAZA, BUFFALO, NY 14203-2399,
TRUSTEE FOR SECURITIZATION SERIES 1999-3,
AGREEMENT DATED 6/1/99
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

Plaintiff
v.

RANDY REAMS
A/K/A RANDY L. REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

PAMELA REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

NO. *03-1221-4D*

CLEARFIELD COUNTY

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

AUG 18 2003

Attest.

Willie E. Hall
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 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

I hereby certify this
is a true and
correct copy of the
original record
FEDERMAN AND PHELAN

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.

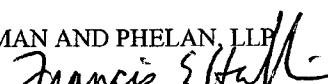
6. The following amounts are due on the mortgage:

Principal Balance	\$46,111.43
Interest	2,073.36
03/10/2003 through 08/15/2003	
(Per Diem \$13.04)	
Attorney's Fees	1,250.00
Cumulative Late Charges	512.68
05/05/1999 to 08/15/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 50,497.47
Escrow	
Credit	- 45.04
Deficit	0.00
Subtotal	<u>\$- 45.04</u>
TOTAL	\$ 50,452.43

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 Defendant(s) 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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 50,452.43, together with interest from 08/15/2003 at the rate of \$13.04 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 PIECES, PARCELS AND LOTS OF LAND SITUATE IN THE TOWNSHIP OF WOODWARD, CLEARFIELD COUNTY, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF RAILROAD AVENUE AND CHESTNUT STREET, EIGHTY (80') FEET FROM THE CENTER LINE OF THE MOSHANNON AND CLEARFIELD BRANCH OF THE PENNSYLVANIA RAILROAD (NOW THE PENN CENTRAL TRANSPORTATION COMPANY); THENCE BY THE SAID AVENUE, SOUTH THIRTY-THREE (33°) DEGREES, THIRTY-FOUR (34') MINUTES WEST, A DISTANCE OF THREE HUNDRED (300') FEET TO A POINT ON THE WESTERN SIDE OF RAILROAD AVENUE, WHICH POINT IS ALSO THE NORTHEAST CORNER OF LOT NUMBER 50 (FIFTY); THENCE ALONG THE NORTHERN BOUNDARY LINE OF THE AFORESAID LOT NUMBER FIFTY (50), NORTH FIFTY-SIX (56°) DEGREES, TWENTY-SIX (26') MINUTES WEST A DISTANCE OF FOUR HUNDRED FIFTY (450') FEET, MORE OR LESS, TO A POINT ON THE EASTERLY SIDE OR EMBANKMENT OF WHITESIDE RUN; THENCE MEANDERING THE SAID RUN IN A NORTHEASTERLY DIRECTION A DISTANCE OF THREE HUNDRED AND NINETY-FIVE (395') FEET MORE OR LESS, TO A POINT ON THE SOUTHERLY SIDE OF SAID CHESTNUT STREET; THENCE THEREBY SOUTH FIFTY-SIX (56°) DEGREES, TWENTY-SIX (26') MINUTES EAST A DISTANCE OF FIVE HUNDRED NINETY (590') FEET TO A POINT ON THE WESTERN SIDE OF RAILROAD AVENUE AND THE PLACE OF BEGINNING; CONTAINING THREE AND THREE TENTHS (3-3/10THS) ACRES OF LAND, MORE OR LESS, AND BEING DESIGNATED ON THE KITTANING COAL COMPANY'S PLAN OF THE VILLAGE OF WOODWARD AS LOT NUMBERS FORTY-SEVEN (47), FORTY-EIGHT (48) AND FORTY-NINE (49).

BEING THE SAME PROPERTY CONVEYED TO RANDY L. REAMS BY DEED FROM NANETTE E. REAMS, FORMERLY KNOWN AS NANETTE E. MARTELL RICHARD J. REAMS HER HUSBAND, RECORDED 11/16/1992 IN DEED BOOK 1497 PAGE 233.

TAX ID# 130-M15-528-6

ORDER NUMBER: 1453580

PREMISES BEING : PO BOX 31 RAILROAD 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: 8/10/03

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

MANUFACTURERS & TRADERS TRUST COMPANY,
ONE M&T PLAZA, BUFFALO, NY 14203-2399,
TRUSTEE FOR SECURITIZATION SERIES 1999-3,
AGREEMENT DATED 6/1/99
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

Plaintiff
v.

RANDY REAMS
A/K/A RANDY L. REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

PAMELA REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

Defendant(s)

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

AUG 18 2003

Attest.

Wm. J. R.
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 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

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

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

MANUFACTURERS & TRADERS TRUST COMPANY,
ONE M&T PLAZA, BUFFALO, NY 14203-2399,
TRUSTEE FOR SECURITIZATION SERIES 1999-3,
AGREEMENT DATED 6/1/99
338 SOUTH WARMINSTER ROAD
HATBORO, PA 19044

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

RANDY REAMS
A/K/A RANDY L. REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

PAMELA REAMS
PO BOX 31 RAILROAD STREET
MORANN, PA 16663

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

3. On 5/5/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CONTIMORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 199907468. 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 04/10/2003 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	\$46,111.43
Interest	2,073.36
03/10/2003 through 08/15/2003	
(Per Diem \$13.04)	
Attorney's Fees	1,250.00
Cumulative Late Charges	512.68
05/05/1999 to 08/15/2003	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 50,497.47
Escrow	
Credit	- 45.04
Deficit	0.00
Subtotal	<u>\$- 45.04</u>
TOTAL	\$ 50,452.43

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 Defendant(s) 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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 50,452.43, together with interest from 08/15/2003 at the rate of \$13.04 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: Francis S. Hallinan

FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES, PARCELS AND LOTS OF LAND SITUATE IN THE TOWNSHIP OF WOODWARD, CLEARFIELD COUNTY, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF RAILROAD AVENUE AND CHESTNUT STREET, EIGHTY (80') FEET FROM THE CENTER LINE OF THE MOSHANON AND CLEARFIELD BRANCH OF THE PENNSYLVANIA RAILROAD (NOW THE PENN CENTRAL TRANSPORTATION COMPANY); THENCE BY THE SAID AVENUE, SOUTH THIRTY-THREE (33°) DEGREES, THIRTY-FOUR (34') MINUTES WEST, A DISTANCE OF THREE HUNDRED (300') FEET TO A POINT ON THE WESTERN SIDE OF RAILROAD AVENUE, WHICH POINT IS ALSO THE NORTHEAST CORNER OF LOT NUMBER 50 (FIFTY); THENCE ALONG THE NORTHERN BOUNDARY LINE OF THE AFORESAID LOT NUMBER FIFTY (50), NORTH FIFTY-SIX (56°) DEGREES, TWENTY-SIX (26') MINUTES WEST A DISTANCE OF FOUR HUNDRED FIFTY (450') FEET, MORE OR LESS, TO A POINT ON THE EASTERLY SIDE OR EMBANKMENT OF WHITESIDE RUN; THENCE MEANDERING THE SAID RUN IN A NORTHEASTERLY DIRECTION A DISTANCE OF THREE HUNDRED AND NINETY-FIVE (395') FEET MORE OR LESS, TO A POINT ON THE SOUTHERLY SIDE OF SAID CHESTNUT STREET; THENCE THEREBY SOUTH FIFTY-SIX (56°) DEGREES, TWENTY-SIX (26') MINUTES EAST A DISTANCE OF FIVE HUNDRED NINETY (590') FEET TO A POINT ON THE WESTERN SIDE OF RAILROAD AVENUE AND THE PLACE OF BEGINNING; CONTAINING THREE AND THREE TENTHS (3-3/10THS) ACRES OF LAND, MORE OR LESS, AND BEING DESIGNATED ON THE KITTANING COAL COMPANY'S PLAN OF THE VILLAGE OF WOODWARD AS LOT NUMBERS FORTY-SEVEN (47), FORTY-EIGHT (48) AND FORTY-NINE (49).

BEING THE SAME PROPERTY CONVEYED TO RANDY L. REAMS BY DEED FROM NANETTE E. REAMS, FORMERLY KNOWN AS NANETTE E. MARTELL RICHARD J. REAMS HER HUSBAND, RECORDED 11/16/1992 IN DEED BOOK 1497 PAGE 233.

TAX ID# 130-M15-528-6

ORDER NUMBER: 1453580

PREMISES BEING : PO BOX 31 RAILROAD 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: 8/10/03

In The Court of Common Pleas of Clearfield County, Pennsylvania

MANUFACTURERS & TRADERS TRUST COMPANY

VS.

REAMS, RANDY a/k/a RANDY L. REAMS & PAMELA REAMS

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14438

03-1221-CD

SHERIFF RETURNS

NOW OCTOBER 1, 2003 AT 6:56 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAMELA REAMS, DEFENDANT AT RESIDENCE, PO BOX 31, RAILROAD ST., MORANN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PAMELA REAMS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW OCTOBER 1, 2003 AT 6:56 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY REAMS a/k/a RANDY L. REAMS, DEFENDANT AT RESIDENCE, PO BOX 31, RAILROAD ST., MORANN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PAMELA REAMS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING.

Return Costs

Cost	Description
49.14	SHERIFF HAWKINS PAID BY: ATTY CK# 294067
20.00	SURCHARGE PAID BY: ATTY CK# 300092

Sworn to Before Me This

13th Day Of Oct 2003
William A. Shaw

So Answers,


Chester A. Hawkins
Sheriff

FILED

OCT 13 2003


WAS

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

**MANUFACTURERS & TRADERS TRUST COMPANY,
ONE M&T PLAZA, BUFFALO, NY 14203-2399,
TRUSTEE FOR SECURITIZATION SERIES 1999-3,
AGREEMENT DATED 6/1/99**

Plaintiff

Court of Common Pleas
CLEARFIELD County
No. 03-1221-CD

vs.

**RANDY REAMS A/KA/
RANDY L. REAMS
PAMELA REAMS**

Defendant(s)

FILED

NOV 24 2003

William A. Shaw
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.

11/20/03

Date

Francis S. Hall

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

FILED No cc
M/2:2381
NOV 24 2003 copy of Disc to Atty
William A. Shaw
Prothonotary/Clerk of Courts
WES

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Manufacturers & Traders Trust Company

Vs. **No. 2003-01221-CD**
Randy Reams
Pamela Reams

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 November 24, 2003, marked:

Discontinued and Ended

Record costs in the sum of \$92.00 have been paid in full by Frank Federman, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of November A.D. 2003.

William A. Shaw, Prothonotary