

03-1674-CD
THE CHASE MANHATTAN BANK, et al vs. KEITH R. BURNS, 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

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
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

Plaintiff

v.

KEITH R. BURNS
KATHLEEN G. BURNS
RR 2 BOX 391
DUBOIS, PA 15801

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 03-1674-CD
CLEARFIELD COUNTY

FILED

NOV 07 2003

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

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
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

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

KEITH R. BURNS
KATHLEEN G. BURNS
RR 2 BOX 391
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who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 08/22/1997 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 8/16/02 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200213130
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 12/27/2002 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	\$38,144.59
Interest	3,494.85
11/27/2002 through 11/06/2003 (Per Diem \$10.13)	
Attorney's Fees	1,250.00
Cumulative Late Charges 08/22/1997 to 11/06/2003	137.13
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 43,576.57
Escrow	
Credit	0.00
Deficit	781.90
Subtotal	<u>\$ 781.90</u>
TOTAL	\$ 44,358.47

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 44,358.47, together with interest from 11/06/2003 at the rate of \$10.13 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 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 dated 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. DuBols, 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 reservations as may appear of record.

BEING the same promises which were conveyed to Keith R. Burns and Kathleen G. Burns, husband and wife, by Quit Claim Deed of Kathleen G. Burns and Keith R. Burns, wife and husband, dated August 22, 1997, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1869, page 567, on September 5, 1997.

BEING KNOWN AS: RD #2 BOX 393A

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROLL 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: 11/13/03

12-5-03 Document
Reinstated/Reissued to Sheriff/~~Attorney~~
for service. 
Will Chase
Deputy Prothonotary

10/13/2003 07:27 AM
NOV 07 2003
4CC Shaff
FILED Atty pd. 85.00

William A. Shaw
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP
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OCTOBER 1, 1997

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD County

Plaintiff

vs.

FILED

DEC 05 2003

KEITH R. BURNS
KATHLEEN G. BURNS

: No. 03-1674-CD

Defendants

William A. Shaw
Prothonotary

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

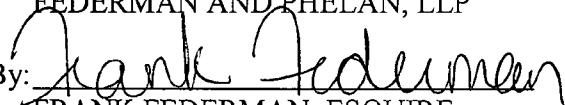
TO THE PROTHONOTARY:

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

FILED

32
DEC 05 2003

William A. Shaw
Prothonotary

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

Date: December 1, 2003

FILED

in 2:32-BT-PL-17-000
2 remitted Comp to shlf
DEC 05 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

THE CHASE MANHATTAN BANK

VS.

BURNS, KEITH R. & KATHLEEN G.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14766

03-1674-CD

SHERIFF RETURNS

NOW NOVEMBER 14, 2003 AT 10:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEITH R. BURNS, DEFENDANT AT RESIDENCE, RR#2 BOX 391, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILDRED PHILIPS, AUNT TWO TRUE AND ATTESTED COPIES OF THE ORGINIAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. THE RR#2 BOX 393A, DUBOIS, PA. ADDRESS IS "EMPTY".

NOW DECEMBER 16, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KATHELEEN G. BURNS, DEFENDANT. MOVED TO: 1911 ROCKLEDGE ROAD, PITTSBURGH, PA.

Return Costs

Cost	Description
61.36	SHERIFF HAWKINS PAID BY: ATTY
40.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

10th Day Of Dec 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
My Mairy Hawn
Chester A. Hawkins
Sheriff

FILED
01/10/35/01
DEC 16 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

NOV 07 2003

Attest.

William L. Burns
Prothonotary/
Clerk of Courts

ATTORNEY FOR PLAINTIFF

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within the County of Clearfield
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FEDERMAN AND PHELAN

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11/27/2002 through 11/06/2003	
(Per Diem \$10.13)	
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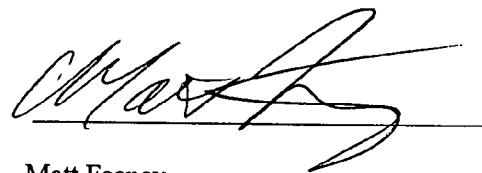
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Matt Feeney

Document Control Officer

DATE: 11/3/03

I hereby certify this to be a true
and attested copy of the original
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NOV 07 2003

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NO. 03-1674-CJ

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v.

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We hereby certify the
within the County of
CLEARFIELD
original
FEDERMAN AND PHELAN

CLEARFIELD COUNTY

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DUBOIS, PA 15801

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

3. On 08/22/1997 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 8/16/02 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200213130
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 12/27/2002 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	\$38,144.59
Interest	3,494.85
11/27/2002 through 11/06/2003	
(Per Diem \$10.13)	
Attorney's Fees	1,250.00
Cumulative Late Charges	137.13
08/22/1997 to 11/06/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 43,576.57
Escrow	
Credit	0.00
Deficit	781.90
Subtotal	<u>\$ 781.90</u>
TOTAL	\$ 44,358.47

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.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 44,358.47, together with interest from 11/06/2003 at the rate of \$10.13 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 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 dated 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.

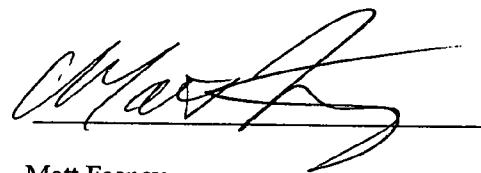
EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

BEING the same promises which were conveyed to Keith R. Burns and Kathleen G. Burns, husband and wife, by Quit Claim Deed of Kathleen G. Burns and Keith R. Burns, wife and husband, dated August 22, 1997, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1869, page 567, on September 5, 1997.

BEING KNOWN AS: RD #2 BOX 393A

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROLL 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: _____

11/13/03

In The Court of Common Pleas of Clearfield County, Pennsylvania

THE CHASE MANHATTAN BANK

VS.

BURNS, KEITH R. & KATHLEEN G.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14766

03-1674-CD

SHERIFF RETURNS

NOW DECEMBER 8, 2003, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHLEEN BURNS, DEFENDANT.

NOW DECEMBER 11, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHLEEN BURNS, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
21.00	SHERIFF HAWKINS PAID BY: ATTY Ck# 316992
10.00	SURCHARGE PAID BY: ATTY CK# 316939
50.00	ALLEGHENY CO. SHFF. PAID BY: ATTY.
3.00	SHEILA O'BRIEN PAID BY: ATTY.

Sworn to Before Me This

20th Day Of Jan 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 Marilyn Hamer
Chester A. Hawkins
Sheriff

FILED
013:35811
JAN 20 2004
EJK

William A. Shaw
Prothonotary/Clerk of Courts

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

14766

62661

④ PETER R. DEFAZIO
Sheriff

PLAINTIFF: THE CHASE MANHATTAN BANK

VS.

DEFT: ~~WITNESS~~ KATHLEEN BURNS

DEFT: KATHLEEN G. BURNS

DEFT: _____

GARNISHEE: _____

ADDRESS: 1911 ROCKLEDGE STREET, PITTSBURGH, PA 15212

DENNIS SKOSNIK
Chief Deputy

CASE#: 03-1674-CD
EXPIRES: 1-4-04

SUMMONS/PRAECEIPE
 SEIZURE OR POSSESSION
 NOTICE AND COMPLAINT
 REVIVAL OR SCI FA
 INTERROGATORIES
 EXECUTION • LEVY OR GARNISHEE
 OTHER

MUNICIPALITY OR CITY WARD: _____

ATTY: FRANK FEDERMAN, ESQ.

DATE: 20 _____

ADDRESS: ONE PENN CENTER PLAZA, STE 1400
PHILA, PA 19103

ATTY'S PHONE: 215-563-7000

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE MAIL POSTED OTHER LEVY SEIZED & STORED

NOW: 20 _____ I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale therof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 11 day of Dec 20 03, at 11:18 o'clock A.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

Defendant(s) personally served.

Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
 Adult in charge of Defendant's residence who refused to give name or relationship _____
 Manager/other person authorized to accept deliveries of United States Mail _____
 Agent or person in charge of Defendant(s) office or usual place of business _____

Other _____

Property Posted _____

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____

Regular Mail Why _____

You are hereby notified that on _____, _____, levy was made in the case of _____
Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____ / _____ / _____ / _____ / _____

Additional Costs Due \$ _____, This is
placed on writ when returned to Prothonotary. Please check
before satisfying case.

Affirmed and subscribed before me
this _____ day of JAN 20 9 2004

Sheila R. O'Brien

Notary

PETER R. DEFAZIO, Sheriff

BY: *Heus hbaun*

(DEPUTY)

Notarial Seal	
Sheila R. O'Brien, Notary Public City of Pittsburgh, Allegheny County My Commission Expires June 19, 2004	
DISTRICT:	_____

Member, Pennsylvania Association of Notaries

White Copy - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
PAGE 14766

THE CHASE MANHATTAN BANK

TERM & NO. 03-1674-CD

VS

DOCUMENT TO BE SERVED:

KATHLEEN G. BURNS

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/04/2004

MAKE REFUND PAYABLE TO: FEDERMAN & PHELAN, ATTYS.

SERVE: KATHLEEN G. BURNS

ADDRESS: 1911 ROCKLEDGE ST., PITTSBURGH, PA. 15212

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depose the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deposition being made at the request and risk of the Plaintiff this 8th Day of DECEMBER 2003

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

12-5-03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

Will A. Shaw

FILED
12-5-03
NOV 6 2003
COP
William A. Shaw
Prothonotary/Clerk of Courts

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
IMC HOME EQUITY LOAN TRUST 1997-6 UNDER THE
POOLING AND SERVICING AGREEMENT DATED AS
OF OCTOBER 1, 1997
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

Plaintiff

v.

KEITH R. BURNS
KATHLEEN G. BURNS
RR 2 BOX 391
DUBOIS, PA 15801

Defendant(s)

*FEDERMAN AND PHELAN
ATTORNEYS AT LAW
PLEASE FILE*

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

We hereby certify the
within the County of Clearfield, State of Pennsylvania.

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641 EXT. 5982

FEDERMAN AND PHELAN, LLP

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

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
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

Plaintiff

v.

KEITH R. BURNS
KATHLEEN G. BURNS
RR 2 BOX 391
DUBOIS, PA 15801

Defendant(s)

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COMPLAINT IN MORTGAGE FORECLOSURE

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

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
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

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

KEITH R. BURNS
KATHLEEN G. BURNS
RR 2 BOX 391
DUBOIS, PA 15801

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

3. On 08/22/1997 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 8/16/02 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200213130
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 12/27/2002 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:

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11/27/2002 through 11/06/2003	
(Per Diem \$10.13)	
Attorney's Fees	1,250.00
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TOTAL	\$ 44,358.47

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 44,358.47, together with interest from 11/06/2003 at the rate of \$10.13 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 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:

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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. DuBols, 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.

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BEING KNOWN AS: RD #2 BOX 393A

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROLL 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: 11/13/03

PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180-3183

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

vs.

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA**

No. 03-1674-CD

**PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

**KEITH R. BURNS
KATHLEEN G. BURNS**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	
	<u>\$45,705.76</u>

Interest from 3/18/04 to	
Date of Sale (\$7.51 per diem)	

and Costs.

317.36 To Prothonotary



Frank Federman, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

DBG

FILED

12:58p MAR 24 2004
William A. Shaw
Prothonotary/Clerk of Courts
6 units to SHERA

No. 03-1674-CD

**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 POLLING AND
SERVICING AGREEMENT DATED AS OF
OCTOBER 1, 1997

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

**PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)**

Attorney for Plaintiff(s)

Address: RD 2 BOX 393A DUBOIS, PA 15801
1911 ROCKLEDGE STREET PITTSBURGH, PA 15212
Where papers may be served.

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.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 POLLING AND
SERVICING AGREEMENT DATED AS OF
OCTOBER 1, 1997

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 03-1674-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

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 DUBOIS, PA 15801

(See legal description attached.)

Amount Due	<u>\$45,705.76</u>
Interest from 3/18/04 to Date of Sale (\$7.51 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed. <i>317.36</i> <i>PROTHONOTARY</i>



Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated March 24, 2004

(SEAL)

By:

Deputy

DBG

No. 03-1674-CD

**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 POLLING AND
SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997**

vs.

**KEITH R. BURNS
KATHLEEN G. BURNS**

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

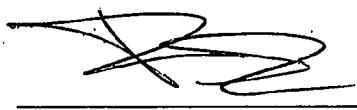
Real Debt \$45,705.76

Int. from 3/18/04 _____
to Date of Sale (\$7.51 per diem)

Costs _____

Prothy. Pd. _____

Sheriff _____



Attorney for Plaintiff

Address: RD 2 BOX 393A DUBOIS, PA 15801
1911 ROCKLEDGE STREET PITTSBURGH, PA 15212
Where papers may be served.

Frank Federman, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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

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

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

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

TAX PARCEL #128-D03-000-014.3

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

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 POLLING
AND SERVICING AGREEMENT DATED No.: 03-1674-CD
AS OF OCTOBER 1, 1997
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

vs.

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

**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem 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	\$44,358.47
Interest (11/7/03 to 3/18/04)	<u>1,347.29</u>
TOTAL	\$45,705.76

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: 3-24-04


PRO PROTHY

DBG

FILED

MAR 24 2004
in 112:00 am
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE TO DEF.
STATEMENT TO ATTY

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

THE CHASE MANHATTAN BANK, AS TRUSTEE OF : COURT OF COMMON PLEAS
IMC HOME EQUITY LOAN TRUST 1997-6 UNDER :
THE POOLING AND SERVICING AGREEMENT : CIVIL DIVISION
DATED AS OF OCTOBER 1, 1997
Plaintiff : CLEARFIELD COUNTY
Vs. : NO. 03-1674-CD

KEITH R. BURNS
KATHLEEN G. BURNS
Defendants

FILE COPY

TO: KEITH R. BURNS
RR 2 BOX 391
DUBOIS, PA 15801

DATE OF NOTICE: JANUARY 27, 2003

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.

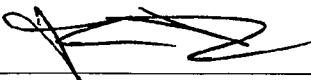
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO 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 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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


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

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

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

Plaintiff : CLEARFIELD COUNTY

Vs. : NO. 03-1674-CD

KEITH R. BURNS
KATHLEEN G. BURNS
Defendants

FILE COPY

TO: KATHLEEN G. BURNS
1911 ROCKLEDGE STREET
PITTSBURGH, PA 15212

DATE OF NOTICE: JANUARY 27, 2003

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

IMPORTANT NOTICE

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YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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



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

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(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 POLLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

CLEARFIELD COUNTY

No.: 03-1674-CD

vs.

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 DUBOIS, PA 15801 .
- (c) that defendant, KATHLEEN G. BURNS, is over 18 years of age, and resides at 1911 ROCKLEDGE STREET PITTSBURGH, PA 15212.

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



FRANK FEDERMAN, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1997-6 UNDER THE POLLING
AND SERVICING AGREEMENT DATED No.: 03-1674-CD
AS OF OCTOBER 1, 1997

Plaintiff

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on March 24, 2004.

By:  DEPUTY

If you have any questions concerning this matter please contact:


FRANK FEDERMAN, ESQUIRE
Attorney or Party Filing
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(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

Chase Manhattan Bank
Plaintiff(s)

No.: 2003-01674-CD

Real Debt: \$45,705.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

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

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 24, 2004

Expires: March 24, 2009

Certified from the record this March 24, 2004

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

FEDERMAN PHELAN
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(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 POLLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

CLEARFIELD COUNTY

No.: 03-1674-CD

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

ORDER

AND NOW, this ____ day of _____, 200____, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above captioned Defendant(s), KEITH R. BURNS, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to Defendant's last known address and the mortgaged premises, and

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:

J.

by advertising Notice AT least 30
days in advance by publication
are firms in The ~~class~~
DuBois Courier Express

FEDERMAN PHELAN
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1997-6 UNDER THE POLLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997
vs.
KEITH R. BURNS
KATHLEEN G. BURNS

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

No.: 03-1674-CD

FILED
m/13/04
DEC 10 2004

W.A. Shaw
Prothonotary/Clerk of Courts

**MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, DANIEL G. SCHMIEG, Esquire, moves this Honorable Court for an Order directing service of the Notice of Sale upon the above captioned Defendant(s) by certified mail and regular mail to Defendant's last known address.

1. Attempts to serve Defendant with Notice of Sale have been unsuccessful, as indicated by the Affidavit of Service attached hereto as Exhibit "A."

2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B."

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Notice of Sale by certified mail and regular mail to Defendant's last known address and the mortgaged premises.

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

RUSH!

AFFIDAVIT OF SERVICE

PLAINTIFF

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

COUNTY CLEARFIELD

ACCT. #3008772174

DEFENDANT

KEITH R. BURNS
KATHLEEN G. BURNS

COURT NO.: 03-1674-CD

SERVE KEITH R. BURNS AT:
1911 ROCKLEDGE STREET
PITTSBURGH, PA 15212

TYPE OF ACTION

XX Notice of Sheriff's Sale

SALE DATE: DECEMBER 3, 2004

SERVED

Served and made known to _____, Defendant, on the ___ day of _____, 200___, at ___, o'clock ___. M., at _____, 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 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 office or usual place of business.

_____ an officer of said Defendant's company.

Other: _____.

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

I, _____, 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 ___ day of _____, 200___.

Notary: _____ By: _____

NOT SERVED

On the 29 day of November, 2004, at 11:05 o'clock AM., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

Other: _____

Sworn to and subscribed before me
this 29 day of November, 2004.

Notary: Bernie Karkalla

By: Ruth Klein

ATTORNEY FOR PLAINTIFF
FRANK FEDERMAN, ESQUIRE

I.D.#12248

One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

*\$He Does Not
Live There,
His ~~Divorced~~ wife
Kathleen Does*

NOTARIAL SEAL
BERNIE KARKALLA, NOTARY PUBLIC
CASTLE SHANNON BOROUGH, COUNTY OF ALLEGHENY
MY COMMISSION EXPIRES FEBRUARY 12, 2008

AFFIDAVIT OF SERVICE
CLEARFIELD COUNTY

PLAINTIFF

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

ACCT. #3008772174

DEFENDANT

KEITH R. BURNS
KATHLEEN G. BURNS

COURT NO.: 03-1674-CD

SERVE KEITH R. BURNS AT:
RD 2 BOX 393A
DUBOIS, PA 15801

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: AUGUST 6, 2004

SERVED

Served and made known to _____, Defendant on the ___ day of _____, 200___, at ____, o'clock __. M., at _____, 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 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 office or usual place of business.
 _____ an officer of said Defendant's company.
 Other: _____.

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

I, _____, 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 ____ day
of _____, 200___.

Notary: By:

NOT SERVED

On the 21st day of October, 2004, at 6:50 o'clock P. M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant
Other: Neighbor confirmed Mr. Burns had lived here. They have not seen him for a long while. House and Barn Vacant with junk and Garbage.
Sworn to and subscribed
before me this 22nd day
of OCTOBER, 2004.

By:


Thomas P. Chathams
ATTORNEY FOR PLAINTIFF
FRANK FEDERMAN, ESQUIRE
I.D.#12248
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City of Altoona, Blair County
My Commission Expires Oct. 28, 2007

GZ

SKN Data Research Inc.
AFFIDAVIT OF GOOD FAITH INVESTIGATION

File Number: 14-284
Attorney Firm: **Federman Phelan, LLP**
Subject: Keith R. Burns

Current Address: RR2 Box 393 A DuBois PA 15801
Property Address: RR2 Box 393 A DuBois PA 15801
Mailing Address: RR2 Box 393 A DuBois PA 15801

I, Scott Nulty, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct.
Keith R. Burns - 206-58-6971

B. EMPLOYMENT SEARCH

Keith R. Burns- A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Keith R. Burns reside(s) at: RR2 Box 393 A DuBois PA 15801.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

On 11-29-04 our office contacted directory assistance which indicated that Keith R. Burns reside(s) at: RR2 Box 393 A DuBois PA 15801. Our office made a telephone call to the mortgagor's phone number and received the following information: 412-322-1118; disconnected.

III. INQUIRY OF NEIGHBORS

On 11-29-04 our office attempted to contact neighbors; they were not able to verify that Keith R. Burns reside(s) at: RR2 Box 393 A DuBois PA 15801.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 11-29-04 we reviewed the National Address database and found the following information,
Keith R. Burns - RR2 Box 393 A DuBois PA 15801

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: No addresses on file.

V. DRIVER LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Keith R. Burns.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 11-29-04 Vital Records and all public databases have no death record on file for Keith R. Burns.

B. COUNTY VOTER REGISTRATION

The Clearfield County Voter registration was unable to confirm a registration for Keith R. Burns residing at: last registered address.

C. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.)

Our office conducted a search for public licenses and found the following: No records on file.

VII. ADDITIONAL INFORMATION ON SUBJECT

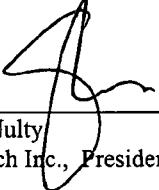
- A. DATE OF BIRTH
Keith R. Burns - 1963
- B. A.K.A.
None

*All accessible public databases have been checked and cross-referenced for the above-named individual(s).

*Please be advised all database information indicates the subject resides at the current address.

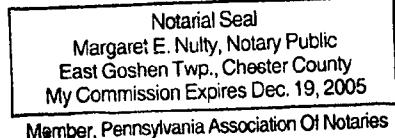
The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


AFFIANT Scott Nulty
SKN Data Research Inc., President

Sworn to and subscribed before me this 29th day of November 2004

Margaret E. Nulty
NOTARY PUBLIC



The above information is obtained from available public records;
and we are only liable for the cost of the affidavit.

FEDERMAN PHELAN
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
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 IMC HOME EQUITY LOAN
TRUST 1997-6 UNDER THE POLLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997
vs.
KEITH R. BURNS
KATHLEEN G. BURNS

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

No.: 03-1674-CD

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant and the reasons why service cannot be made.

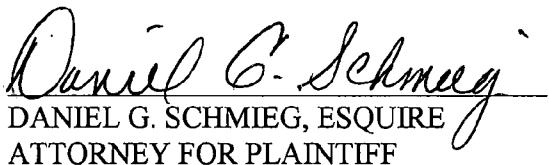
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquires of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the attached Affidavit of Service, marked hereto as Exhibit "A", the Sheriff has been unable to serve the Notice of Sale. A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Good Faith Investigation, marked Exhibit "B."

WHEREFORE, Plaintiff respectfully requests service of the Notice of Sale by certified mail and regular mail to Defendant's last known address.

Respectfully submitted:


DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this Affidavit, and that the statements made in the foregoing **MOTION FOR SERVICE OF THE NOTICE OF SALE PURSUANT TO SPECIAL ORDER OF COURT** are true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

FEDERMAN PHELAN
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(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 POLLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

vs.
KEITH R. BURNS
KATHLEEN G. BURNS

CLEARFIELD COUNTY

No.: 03-1674-CD

CERTIFICATION OF SERVICE

I, DANIEL G. SCHMIEG, ESQUIRE, hereby certify that a copy of the Motion for Service Pursuant to Special Order of Court has been sent to the individuals indicated below on

December 7, 2004.

KEITH R. BURNS
RR 2 BOX 393A
DUBOIS, PA 15801


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

FILED

DEC 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED 2CC
01/10/4961 Atty Schmieg
DEC 20 2004 61C

CP
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

THE CHASE MANHATTAN BANK, AS TRUSTEE :
OF IMC HOME EQUITY LOAN TRUST 1997-6 :
UNDER THE POLLING AND SERVICING :
AGREEMENT DATED AS OF OCTOBER 1, 1997 :
vs. : NO. 03-1674-CD
KEITH R. BURNS :
KATHLEEN G. BURNS :
:

O R D E R

AND NOW, this 17th day of December, 2004, upon
consideration of Plaintiff's Motion and the Affidavit of Good
Faith Investigation attached thereto, it is hereby ORDERED that
Plaintiff may obtain service of the Notice of Sale on the above
captioned Defendant(s), KEITH R. BURNS, by mailing a true and
correct copy of the Notice of Sale by certified mail and
regular mail to Defendant's last known address and the
mortgaged premises, and by advertising notice at least 30 days
in advance by publication one time in the DuBois Courier
Express.

Service of the aforementioned mailings is effective
upon the date of mailing and publication and is to be done by
Plaintiff's attorney who will file with the Prothonotary's
Office an Affidavit of service.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

AFFIDAVIT OF SERVICE
CLEARFIELD COUNTY

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

ACCT. #3008772174

DEFENDANT
KEITH R. BURNS
KATHLEEN G. BURNS

COURT NO.: 03-1674-CD

SERVE KATHLEEN G. BURNS AT:
1911 ROCKLEDGE STREET
PITTSBURGH, PA 15212

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: AUGUST 6, 2004

SERVED

Served and made known to KATHLEEN G. BURNS, Defendant on the 29 day of May, 2004, at 12:45 o'clock P.M., at 1911 Rockledge Rd 15212, 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 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 office or usual place of business.
 _____ an officer of said Defendant's company.
 Other: _____.

Description: Age 38 Height 5'7" Weight 130 Race CA Sex F Other _____

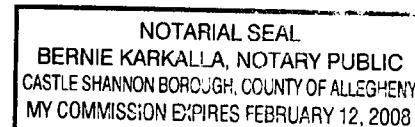
I, RICH KLEN, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 29 day
of May, 2004.

Notary

By:

Rich Klen



NOT SERVED

On the _____ day of _____, 200____, at _____ o'clock P.M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

Other:

Sworn to and subscribed
before me this 29 day
of May, 2004.

By:

FILED
MAY 24 2004
FEB 09 2005

Notary:

ATTORNEY FOR PLAINTIFF
FRANK FEDERMAN, ESQUIRE
I.D.#12248
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

William A. Shaw
Prothonotary

MAY 24 2004

PHELAN HALLINAN & SCHMIEG, LLP
By: DANIEL SCHMIEG, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(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 POLLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

CLEARFIELD COUNTY

No.: 03-1674-CD

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

FILED NO
6/11/2005
FEB 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **KEITH R. BURNS and KATHLEEN G. BURNS** on **1/27/05** at **RR 2 BOX 393A, DUBOIS, PA 15801**, in accordance with the Order of Court dated **12/17/04**. I further certify that the mortgaged premises was published in the Dubois Courier Express, by sheriff with the Notice of Sheriff's Sale on **2/6/05**, in accordance with the Court's Order.

The undersigned understands that this statement is made subject to the penalties of 18 PA C.S. s 4904 relating to unsworn falsification to authorities.

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

Date: February 24, 2005

**NOTICE OF ACTION IN MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
NO. 03-1674-CD**

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

vs.
KEITH R. BURNS and KATHLEEN G. BURNS, DEFENDANTS

NOTICE TO: KEITH R. BURNS, KATHLEEN G. BURNS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

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 dated March 1959 and recorded at
Clearfield, Pennsylvania, in Deed Book No. 476, Page 347, said
point is 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 cen-
ter 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 for-
mer 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° 40' 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 sur-
face of said land.

Is scheduled to be sold at the Sheriff's Sale on March 4, 2005, at
10:00 a.m. at the CLEARFIELD County Courthouse, CLEARFIELD,
PA 16830 to enforce the Court Judgment of 3/18/04, obtained by
THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME
EQUITY LOAN TRUST 1997-6 UNDER THE POLLING AND
SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997,
(the mortgagee), against you. Property sits in the City of SANDY,
County of CLEARFIELD, and State of Pennsylvania. Being Prem-
ises: RR 2 BOX 393A, DUBOIS, PA 15801

Improvements consist of residential property.
Sold as the property of KEITH R. BURNS, KATHLEEN G. BURNS

TERMS OF SALE:

THE HIGHEST AND BEST BIDDER SHALL BE THE BUYER
The purchaser at the sale must take ten (10%) percent down pay-
ment of the bid price or the Sheriff's cost, whichever is higher, at
the time of the sale in the form of cash, money order or bank check.
The balance must be paid within ten (10) days of the sale or the
purchaser will lose the down money.

Daniel Schmieg, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103
(215)563-7000
Attorney for Plaintiff

Suite 212 D Box 10, DuBois,
PA 15801 or fax to the at-
tention of JLB at
814-375-1131.

**Classified is the
easiest way to sell
those items
you just
no longer need.**

LOCAL
Start pay \$17.00/hour

Assigned Units

REGIONAL

Run within a 350 mile radius
of Edison. Starting at
.37¢/mile + stop pay

ROAD

Run Eastern U.S.
Start @ \$.40/mile + Stops
1-800-613-1287 Ext. 257
41 Distribution Blvd.
Edison, NJ

General Help Wanted 095 General Help Wanted 095

Due to our continued growth,
METCO Industries, Inc.
is now accepting applications for experienced
DIE SETTERS
on all shifts.

Experience with Gasbarre Die-Set and Multi-Action
presses is required.

Applicants must be dependable and career oriented
with a desire to work for a locally owned and operated
company that offers opportunity for advancement.

METCO has become a well recognized and respected supplier for the lawn & garden and automotive industries. We are looking for dedicated employees who share our commitment for safety, product quality, and on time delivery.

METCO offers a very competitive wage and benefit package along with a great opportunity for a long term and stable career.

Please respond to:

HUMAN RESOURCE DEPT.

METCO Industries, Inc.

1241 Brussels St.

St. Marys, PA 15857

EQUAL OPPORTUNITY EMPLOYER

General Help Wanted 095 General Help Wanted 095

**NEEDED
IMMEDIATELY
CARRIERS**

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD** SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

6th day of February A.D., 2005

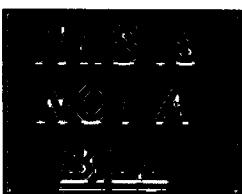
Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

**McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By Linda Smith

Sworn and subscribed to before me this 15th day of Feb., 2005

Robin M. Duttry
NOTARY PUBLIC



Statement of Advertising Cost
McLEAN PUBLISHING COMPANY
Publisher of
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**
DuBois, PA

NOTARIAL SEAL
ROBIN M. DUTTRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 16, 2006

FILED 2CC
01/10/2004 Atty Schmieg
DEC 20 2004 61K
CP

William A Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

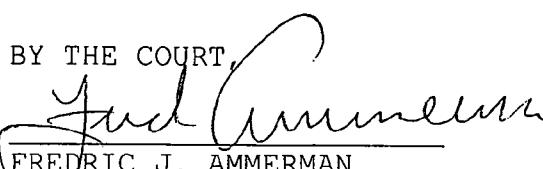
THE CHASE MANHATTAN BANK, AS TRUSTEE :
OF IMC HOME EQUITY LOAN TRUST 1997-6 :
UNDER THE POLLING AND SERVICING :
AGREEMENT DATED AS OF OCTOBER 1, 1997 :
vs. : NO. 03-1674-CD
KEITH R. BURNS :
KATHLEEN G. BURNS :
O R D E R

AND NOW, this 17th day of December, 2004, upon
consideration of Plaintiff's Motion and the Affidavit of Good
Faith Investigation attached thereto, it is hereby ORDERED that
Plaintiff may obtain service of the Notice of Sale on the above
captioned Defendant(s), KEITH R. BURNS, by mailing a true and
correct copy of the Notice of Sale by certified mail and
regular mail to Defendant's last known address and the
mortgaged premises, and by advertising notice at least 30 days
in advance by publication one time in the DuBois Courier
Express.

Service of the aforementioned mailings is effective
upon the date of mailing and publication and is to be done by
Plaintiff's attorney who will file with the Prothonotary's
Office an Affidavit of service.

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

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

Attest.


William A. Shaw
Prothonotary/
Clerk of Courts

JAN 21 2005

SALE DATE: APRIL 1, 2005

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.: 03-1674-CD
TRUST 1997-6 UNDER THE POLLING
AND SERVICING AGREEMENT DATED
AS OF OCTOBER 1, 1997

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

FILED

(64)
MAR 07 2005
M 11:50 AM
William A. Shaw
Prothonotary/Clerk of Courts

W. C/C

**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 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.



DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

CLEARFIELD COUNTY

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

No.: 03-1674-CD

vs.

KEITH R. BURNS
KATHLEEN G. BURNS

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1997-6 UNDER THE POLLING 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 DUBOIS, PA 15801:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
KEITH R. BURNS	RD 2 BOX 393A DUBOIS, PA 15801
KATHLEEN G. BURNS	1911 ROCKLEDGE STREET PITTSBURGH, PA 15212

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

SAME AS ABOVE

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

March 22, 2004

CLEARFIELD COUNTY

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

No.: 03-1674-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 POLLING 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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RD 2 BOX 393A 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)
------	-----------------------------------------------------------------------------------

DUBOIS REGIONAL MEDICAL CENTER	261 SOUTH MAIN STREET DUBOIS, PA 15801
--------------------------------	-------------------------------------------

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 CONSUMER DISCOUNT COMPANY	1067 PENNSYLVANIA AVENUE TYRONE, PA 16686
--------------------------------------	----------------------------------------------

PENNSYLVANIA HOUSING FINANCE AGENCY	2101 NORTH 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 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

March 22, 2004

Name and
Address
Of Sender

FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
Philadelphia, PA 19103-1814 SANDRA COOPER/DBC

TEAM 5

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	KEITH R. BURNS	Tenant/Occupant, RD 2 BOX 393A DUBOIS, PA 15801		
2		Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
		BENEFICIAL CONSUMER DISCOUNT COMPANY 1067 PENNSYLVANIA AVENUE TYRONE, PA 16686		
		PENNSYLVANIA HOUSING FINANCE AGENCY 2101 NORTH FRONT STREET F.O. BOX 15530 HARRISBURG, PA 17105 5530		
		DUBOIS REGIONAL MEDICAL CENTER 261 SOUTH MAIN STREET DUBOIS, PA 15801		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$300,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional insurance. See Domestic Mail Manual R900, R913 and R921 for limitations of coverage.
				<i>Clearfield</i>

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15608

NO: 03-1674-CD

PLAINTIFF: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST ET AL
vs.

DEFENDANT: KEITH R. BURNS AND KATHLEEN G. BURNS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/24/2004

LEVY TAKEN 07/26/2004 @ 1:20 PM

POSTED 07/26/2004 @ 1:20 PM

SALE HELD 04/01/2005

SOLD TO TCIF RE01, LLC

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/27/2005

DATE DEED FILED 10/27/2005

PROPERTY ADDRESS RD #2, BOX 393A DUBOIS , PA 15801

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

FILED
03-4204
OCT 27 2005
WPS

William A. Shaw
Prothonotary-Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15608
NO: 03-1674-CD

PLAINTIFF: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST ET AL
vs.

DEFENDANT: KEITH R. BURNS AND KATHLEEN G. BURNS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SERVICES

02/07/2005 @ SERVED KEITH R. BURNS

SERVED KEITH R. BURNS, BY CERT & REGULAR MAIL PER COURT ORDER TO THE MORTGAGED PREMISIS RD #2, BOX 393A, A/K/A 126 HUNGRY HOLLOW ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

05/29/2004 @ 12:45 PM SERVED KATHLEEN BURNS

ATTORNEY HAD KATHLEEN G. BURNS PERSONALLY SERVED BY RICH KLEW AT HER RESIDNECE 1911 ROCKLEDGE STREET, PITTSBURGH, PA 15212.

08/31/2004 @ SERVED KATHLEEN BURNS

SERVED KATHLEEN G. BURNS, DEFENDANT, BY CERTIFIED MAIL AND REGULAR MAIL CERT. #70023150000078545481 TO 1911 ROCKLEDGE STREET PITTSBURGH, PA 15212. CERT MAIL RETURNED UNCLAIMED 8/31/2004.

@ SERVED

NOW, JULY 28, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE AUGUST 6, 2004 SALE TO OCTOBER 1, 2004.

@ SERVED

NOW, SEPTEMBER 30, 2005 RECEIVED A FAX LETTER TO CONTINUE THE SHERIFF SALE SCHEDULDED FOR OCTOBER 1, 2004 TO DECEMBER 3, 2004.

@ SERVED

NOW, DECEMBER 2, 2004 RECEIVED A FAX LETTER FROM THE PLAINIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE SCHEDULED FOR DECEMBER 3, 2004 TO MARCH 4, 2005.

@ SERVED

NOW, MARCH 3, 3005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MARCH 4, 2005 TO APRIL 1, 2005.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15608
NO: 03-1674-CD

PLAINTIFF: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST ET AL
vs.

DEFENDANT: KEITH R. BURNS AND KATHLEEN G. BURNS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

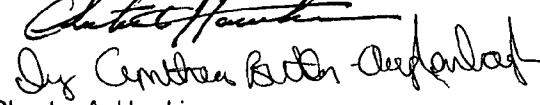
SHERIFF HAWKINS \$330.92

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


By 
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.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 POLLING AND
SERVICING AGREEMENT DATED AS OF
OCTOBER 1, 1997

vs.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 03-1674-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

KEITH R. BURNS
KATHLEEN G. BURNS

Commonwealth of Pennsylvania:

County of Clearfield:

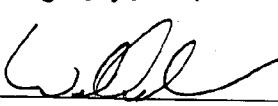
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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 DUBOIS, PA 15801

(See legal description attached.)

Amount Due	<u>\$45,705.76</u>
Interest from 3/18/04 to Date of Sale (\$7.51 per diem)	<u>\$ _____</u>
Total	<u>\$ _____</u> Plus costs as endorsed. <i>317.36 Prothonotary</i>


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated MARCH 24, 2004

(SEAL)

Received March 24, 2004 @ 1:40 P.M.
Chester A. Hawkins
by Cynthia Butler-Aughenbaugh

By:

Deputy

DBG

No. 03-1674-CD

**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 POLLING AND
SERVICING AGREEMENT DATED AS OF OCTOBER 1, 1997**

VS.

KEITH R. BURNS
KATHLEEN G. BURNS

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$45,705.76</u>
Int. from 3/18/04 to Date of Sale (\$7.51 per diem)	<hr/>
Costs	<hr/>
Prothy. Pd.	<hr/>
Sheriff	<hr/>



Attorney for Plaintiff

Address: RD 2 BOX 393A DUBOIS, PA 15801
1911 ROCKLEDGE STREET PITTSBURGH, PA 15212
Where papers may be served.

Frank Federman, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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

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

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

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

TAX PARCEL #128-D03-000-014.3

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

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KEITH R. BURNS

NO. 03-1674-CD

NOW, October 27, 2005, 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 April 01, 2005, I exposed the within described real estate of Keith R. Burns And Kathleen G. Burns to public venue or outcry at which time and place I sold the same to FEDERMAN & PHELAN he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.25
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	16.42
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	35.00
CONTINUED SALES	60.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$330.92

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	45,705.76
INTEREST @ %	0.00
FROM TO 04/01/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$45,745.76
COSTS:	
ADVERTISING	868.56
TAXES - COLLECTOR	229.15
TAXES - TAX CLAIM	3,382.09
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	330.92
LEGAL JOURNAL COSTS	396.00
PROTHONOTARY	317.36
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$5,838.58

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

7003 3110 0001 9380 0442

U.S. Postal ServiceTM	
CERTIFIED MAILTM RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	\$.00
Restricted Delivery Fee (Endorsement Required)	\$.00
Total Postage & Fees \$ 4.65	
<p>KEITH R. BURNS R.D. #2, BOX 393A 126 HUNGRY HOLLOW ROAD DUBOIS, PA 15801</p> <p>Keith R. Burns R.D. #2, Box 393A 126 Hungry Hollow Road Dubois, PA 15801</p>	
<p>Keith R. Burns R.D. #2, Box 393A 126 Hungry Hollow Road Dubois, PA 15801</p>	

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) **C. Date of Delivery** **D. Is delivery address different from item 1?** Yes No

Keith R. Burns **2-7-05**

1898 Shady Mtn Rd

Blockport, PA 15823

1. Article Addressed to:

2. Article Number **7003 3110 0001 9380 0442**

(Transfer from service label)

PS Form 3811, February 2004 **Domestic Return Receipt**

PS Form 3800, June 2002 **See Reverse for Instructions**

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

7003 3110 0001 9380 0442

102595-02-M-1540

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RECIPIENT ADDRESS. POSTAGE IS INCLUDED.

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:

KATHLEEN G. BURNS
R. D. #2, BOX 303, AVIA
126 HUNGRY HOLLOW ROAD
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

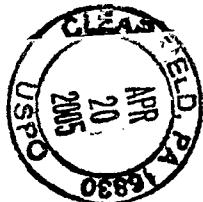
4. Restricted Delivery? (Extra Fee) Yes

7003 3110 0001 9380 0664
102595-02-M-1540

**2. Article Number
(Transfer from service label)**

Domestic Return Receipt

PS Form 3811, February 2004





CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0664

RECEIVED

KATHLEEN R. BURNS
R. D. 32, BOX 393A, KARMA
126 HUNGRY HOLLOW ROAD
DUBOIS, PA 15801

NAME

1st Notice

2nd Notice

Return

4-14

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.60
Certified Fee	
Return Recipient Fee (Endorsement Required)	
Postmark	MAR 31 2005
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

2003 3110 0001 9380 0664

Sent To	KATHLEEN G. BURNS
Street, Apt. No.:	R. D. #2, BOX 393, AKA
or PO Box No.	126 HUNGRY HOLLOW ROAD
City, State, Zip/44	DUBOIS, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

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:

Kathleen G. Burns
1911 ROCKLEDGE STREET
Pittsburgh, PA 15212

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent

Addressee

B. Received by / Printed Name

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 label)**

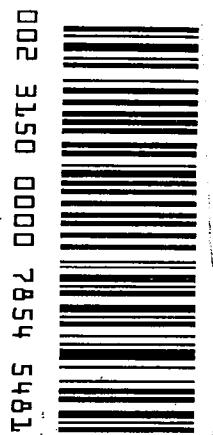
7002 3150 0000 7854 5481

RS Form 3811, August 2001
Domestic Registered Mail

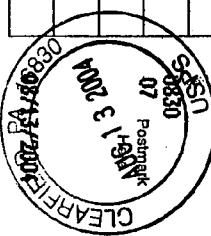
10259-02-M-1540

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

For delivery information visit our website at www.usps.com



PITTSBURGH, PA 15212	
POSTAL USE	
Postage	\$ 0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.65



7854 5481
2002 0000 3150 0000 7854 5481

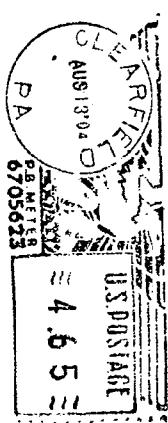
Sent To	Kathleen G. Burns Street: Apt. #11 Rockledge Street or PO Box #11 Rockledge Street City, State, ZIP: Pittsburgh, PA 15212
---------	------------------------------------------------------------------------------------------------------------------------------------

KATHLEEN G. BURNS
1911 ROCKLEDGE STREET
PITTSBURGH, PA 15212

A INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN OTHER
 NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

RTS
 RETURN TO SENDER

See Reverse for Instructions



UNCLAIMED

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

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

July 28, 2004

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 POLLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997 v. KEITH R. BURNS KATHLEEN G. BURNS
No. 03-1674-CD
RR 2 BOX 393A, DUBOIS, PA 15801

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is
scheduled for AUGUST 6, 2004.

The property is to be relisted for the 10/01/04 Sheriff's Sale.

Very truly yours,

SAC

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC: KEITH R. BURNS RR 2 BOX 393A DUBOIS, PA 15801	KATHLEEN G. BURNS 1911 ROCKLEDGE STREET PITTSBURGH, PA 15212
---------------------------------------------------------	--------------------------------------------------------------------

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

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

September 30, 2004

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 POLLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997 v. KEITH R. BURNS KATHLEEN G. BURNS
No. 03-1674-CD
RR 2 BOX 393A, DUBOIS, PA 15801

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is
scheduled for 10/01/04.

The property is to be relisted for the 12/03/04 Sheriff's Sale.

Very truly yours,

S.M.C.

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC:

KEITH R. BURNS
RR 2 BOX 393A
DUBOIS, PA 15801

KATHLEEN G. BURNS
1911 ROCKLEDGE STREET
PITTSBURGH, PA 15212

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

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

November 30, 2004

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 POLLING AND SERVICING AGREEMENT
DATED AS OF OCTOBER 1, 1997 v. KEITH R. BURNS KATHLEEN G. BURNS
No. 03-1674-CD
RR 2 BOX 393A, DUBOIS, PA 15801**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property, which is
scheduled for December 3, 2004.

The property is to be relisted for the 3/4/05 Sheriff's Sale.

Very truly yours,

SACB

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC:

KEITH R. BURNS
RR 2 BOX 393A
DUBOIS, PA 15801

KATHLEEN G. BURNS
1911 ROCKLEDGE STREET
PITTSBURGH, PA 15212

Federman and Phelan is now

Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Sandra.Cooper@fedphe.comSandra Cooper
Judgment Department, Ext. 1258Representing Lenders in
Pennsylvania and New Jersey

March 3, 2005

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 POLLING AND SERVICING
AGREEMENT DATED AS OF OCTOBER 1, 1997 v. KEITH R. BURNS
KATHLEEN G. BURNS**No. 03-1674-CD
RR 2 BOX 393A, DUBOIS, PA 15801

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which
is scheduled for 3/4/05.The property is to be relisted for the 4/1/05 Sheriff's Sale.Very truly yours,
SMC
Sandra CooperVIA TELECOPY (814) 765-5915

CC:

KEITH R. BURNS
RR 2 BOX 393A
DUBOIS, PA 15801KATHLEEN G. BURNS
1911 ROCKLEDGE STREET
PITTSBURGH, PA 15212

PLAINTIFF

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

AFFIDAVIT OF SERVICE

CLEARFIELD COUNTY

ACCT. #3008772174

DEFENDANT

KEITH R. BURNS
KATHLEEN G. BURNS

COURT NO.: 03-1674-CD

SERVE KATHLEEN G. BURNS AT:
1911 ROCKLEDGE STREET
PTTSBURGH, PA 15212

TYPE OF ACTION

XX Notice of Sheriff's Sale
SALE DATE: AUGUST 6, 2004

SERVED

Served and made known to KATHLEEN G. BURNS, Defendant on the 31 day of May, 2004, at 12:45 o'clock P.M., at 1911 Rockledge St. 15212, 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 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 office or usual place of business.
 _____ an officer of said Defendant's company.
 Other: _____

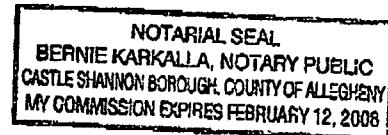
Description: Age 38 Height 5'7" Weight 130 Race CA Sex F Other _____

I, RICH KLEW, 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 May, 2004.

Notary: Rich Klew

By:

NOT SERVED

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

Moved Unknown No Answer Vacant

Other:

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

By:

Notary:

ATTORNEY FOR PLAINTIFF
FRANK FEDERMAN, ESQUIRE
ID#12248
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

MAY 24 2004

FILED *acc*
01/10/2005 Atty Schmieg
 DEC 20 2004 616

William A. Shaw
 Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
 CIVIL DIVISION

THE CHASE MANHATTAN BANK, AS TRUSTEE :
 OF IMC HOME EQUITY LOAN TRUST 1997-6 :
 UNDER THE POLLING AND SERVICING :
 AGREEMENT DATED AS OF OCTOBER 1, 1997 :
 vs. : NO. 03-1674-CD
 KEITH R. BURNS :
 KATHLEEN G. BURNS :

O R D E R

AND NOW, this 17th day of December, 2004, upon
 consideration of Plaintiff's Motion and the Affidavit of Good
 Faith Investigation attached thereto, it is hereby ORDERED that
 Plaintiff may obtain service of the Notice of Sale on the above
 captioned Defendant(s), KEITH R. BURNS, by mailing a true and
 correct copy of the Notice of Sale by certified mail and
 regular mail to Defendant's last known address and the
 mortgaged premises; and by advertising notice at least 30 days
 in advance by publication one time in the DuBois Courier
 Express.

Service of the aforementioned mailings is effective
 upon the date of mailing and publication and is to be done by
 Plaintiff's attorney who will file with the Prothonotary's
 Office a copy of the affidavit of service.
 I hereby certify that a true and attested copy of the original
 statement filed in this case.

BY THE COURT

Fred Ammerman
 FREDRIC J. AMMERMAN
 President Judge

Attest:

William A. Shaw
 Prothonotary/
 Clerk of Courts

