

04-294-CD
MORTGAGE ELECTRONIC REGISTRATION vs. CONNIE F. MCFARLAND

**Mortgage Electronic vs Connie McFarland
2004-294-CD**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20018
NO: 04-294-CD

PLAINTIFF: MORTGAGE ELECTRONIS REGISTRATION SYSTEMS, INC.

VS.

DEFENDANT: CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/15/2004

LEVY TAKEN 12/28/2004 @ 12:01 PM

POSTED 12/28/2004 @ 12:01 PM

SALE HELD 03/04/2005

SOLD TO MORTGAGE ELECTRONIS REGISTRATION SYSTEMS, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/26/2005

DATE DEED FILED 04/26/2005

PROPERTY ADDRESS RR 2, BOX 35A CHERRY TREE , PA 15724

SERVICES

01/05/2005 @ 3:15 PM SERVED CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

CAMBRIA COUNTY SERVED CONNIE E. MCFARLAND A/K/A CONNIE E. MARS, DEFENDANT, AT HER RESIDENCE 1906 LOVELL AVE, NORTHERN CAMBRIA, PENNSYLVANIA BY HANDING TO CONNIE E. MCFARLAND

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

FILED
04/26/2005
APR 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20018
NO: 04-294-CD

PLAINTIFF: MORTGAGE ELECTRONIS REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$226.44

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
By *Amber Better Augerlay*
Chester A. Hawkins
Sheriff

REISSUE WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 and RULE 2357

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. : COURT OF COMMON PLEAS

Plaintiff

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA

vs.

NO: 04-294-CD

CONNIE E. MCFARLAND A/K/A CONNIE
E. MARS

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Defendant(s)

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: RR 2 Box 35A Cherry Tree, PA 15724

(see attached legal description)

Amount Due	<u>\$53,044.77</u>
Interest from 06/01/2003 to sale date at \$8.01 per diem	<hr/>
Total	<hr/> and Costs

as endorsed

John

Received November 15, 2004 @ 3:00 P.M.

Chester A. Hawkins

by Cynthia Butler-Augherbreck

No. 04-294-CD, 2000 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

REISSUE WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff

Address: CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

Where papers may be served

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

NO. 04-294-CD

NOW, April 26, 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 March 04, 2005, I exposed the within described real estate of Connie E. Mcfarland A/K/A Connie E. Mars to public venue or outcry at which time and place I sold the same to MORTGAGE ELECTRONIS REGISTRATION SYSTEMS, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	15.00
MILEAGE	27.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$226.44

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	53,044.77
INTEREST @ 8.0100 %	5,142.42
FROM 06/01/2003 TO 03/04/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$58,207.19
COSTS:	
ADVERTISING	570.58
TAXES - COLLECTOR	
TAXES - TAX CLAIM	141.73
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	226.44
LEGAL JOURNAL COSTS	288.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,532.75

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

CASE # PLAINTIFF DEFENDANT
90005-05 MORTGAGE ELECTRONIC 04-350 MCFARLAND, CONNIE
DATE 1/05/05

AT 15:15 HRS. SERVED THE COMPLAINT IN MORTGAGE FORECLOSURE
WITH NOTICE TO DEFEND UPON CONNIE E. MCFARLAND A/K/A
CONNIE E. MARS BY HANDING A TRUE AND ATTESTED COPY THEREOF
TO HER PERSONALLY AT 1906 LOVELL AVE. NORTHERN CAMBRIA, PA.
AND MAKING CONTENTS THEREOF KNOWN TO HER. MY COSTS PAID BY
ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS 34.20
PROTHONOTARY 3.00
TOTAL COSTS 37.20

SO ANSWERS,
Bob Kolar
BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 7TH DAY OF JAN. 05.
PROTHONOTARY Patty Beckbile.

1/31/05 called to have return corrected!

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

Plaintiff

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
Mortgagor(s) and Real Owner(s)

RR 2 Box 35A
Cherry Tree, PA 15724

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

04-294-CD

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

Aviso

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUNDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

FILED

MAR 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

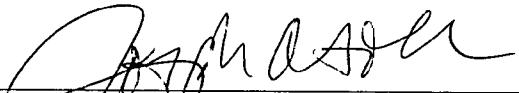
COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are CONNIE E. MCFARLAND A/K/A CONNIE E. MARS, 1906 Lovell Avenue, Northern Cambria, PA 15714, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On September 28, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200115893. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due July 01, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$46,833.97
Interest from 06/01/2003	\$2,194.73
through 02/29/2004 at 6.2500%	
Per Diem interest rate at \$8.01	
Attorney's Fee at 5.0% of Principal Balance	\$2,341.70
Late Charges from 07/01/2003 to 02/29/2004	\$172.87
Monthly late charge amount at \$21.61	
Costs of suit and Title Search	<hr/> \$900.00
Monthly Escrow amount \$89.76	<hr/> \$52,443.27
	<hr/> \$52,443.27

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 based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$52,443.27, together with interest at the rate of \$8.01, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 2-25-04

Michael D. Vestal
Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

Legal Description:

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND WITH IMPROVEMENTS THEREON, SITUATE PARTIALLY IN THE TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA AND PARTIALLY IN THE TOWNSHIP OF SUSQUEHANNA, COUNTY OF CAMBRIA AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PROCEEDING ALONG SAID CENTERLINE OF SAID TOWNSHIP ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 57 DEGREES 31' 45" EAST 146.64 FEET TO A SPIKE; THENCE SOUTH 65 DEGREES 40' 00" EAST 127.30 FEET TO A POINT; THENCE SOUTH 73 DEGREES 23' 00" EAST 114.10 FEET TO A POINT; THENCE SOUTH 83 DEGREES 35' 15" EAST 103.97 FEET TO A POINT; THENCE NORTH 85 DEGREES 44' 05" EAST 68.64 FEET TO A POINT; THENCE NORTH 73 DEGREES 48' 55" EAST 57.75 FEET TO A POINT AT THE CENTERLINE OF THE CROSS ROADS OF THE AFOREMENTIONED TOWNSHIP ROAD T-305 AND TOWNSHIP ROAD T-574; THENCE ALONG THE CENTERLINE OF TOWNSHIP ROAD T-574, SOUTH 28 DEGREES 10' 15" EAST 51.29 FEET TO A POINT; THENCE BY AND THROUGH THE CENTER OF A SMALL UNNAMED RUN THE FOLLOWING COURSES AND DISTANCES, SOUTH 47 DEGREES 58' 10" WEST 72.08 FEET TO A POINT; THENCE NORTH 89 DEGREES 39' 20" WEST 74.07 FEET TO A POINT; THENCE SOUTH 75 DEGREES 26' 45" WEST 40.47 FEET TO A POINT; THENCE SOUTH 24 DEGREES 05' 55" WEST 32.24 FEET TO A POINT; THENCE SOUTH 70 DEGREES 26' 50" WEST 67.27 FEET TO A POINT; THENCE SOUTH 64 DEGREES 10' 40" WEST 30.80 FEET TO A POINT; THENCE SOUTH 11 DEGREES 56' 55" WEST 46.92 FEET TO A POINT; THENCE SOUTH 70 DEGREES 17' 15" EAST 35.79 FEET TO A POINT; THENCE SOUTH 12 DEGREES 28' 05" WEST 51.59 FEET TO A POINT; THENCE SOUTH 64 DEGREES 28' 35" WEST 25.68 FEET TO A POINT; THENCE NORTH 64 DEGREES 22' 20" WEST 72.04 FEET TO A PONT; THENCE NORTH 18 DEGREES 11' 40" WEST 68.21 FEET TO A POINT; THENCE NORTH 55 DEGREES 17' 55" WEST 48.33 FEET TO A POINT; THENCE NORTH 14 DEGREES 23' 10" WEST 33.07 FEET TO A POINT; THENCE NORTH 67 DEGREES 11' 35" WEST 42.03 FEET TO A POINT; THENCE NORTH 71 DEGREES 00' 30" WEST 53.82 FEET TO A POINT; THENCE SOUTH 75 DEGREES 03' 30" WEST 79.27 FEET TO A POINT; THENCE NORTH 67 DEGREES 37' 15" WEST 100.94 FEET TO A POINT WITH SAID POINT ALSO BEING ALONG THE LINE OF LANDS OF WAYNE LEAMER; THENCE ALONG THE LANDS OF WAYNE LEAMER, NORTH 15 DEGREES 67' 00" WEST 250.86 FEET TO A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PLACE OF BEGINNING. CONTAINING 1.67 ACRES.

EXCEPTING AND RESERVING UNTO THE ESTATE OF PAUL C. MCINTOSH, DECEASED, THE UNDIVIDED ONE-HALF (1/2) INTEREST IN ALL MINERALS, COAL, OIL, AND GAS, IN UNDER AND UPON THE HEREIN CONVEYED PREMISES.

TAX PARCEL NUMBER 108-46910

es: RE: MCFARLAND 01:48:35 PM



Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

October 14, 2003

2000, 11, 2000

Connie E McFarland
Rr 2 Box 35a
Cherry Tree, PA 15724-0000

Send Payments to
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 340104
Property Address:
Rr 2 Box 35a
Cherry Tree, PA 15724-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

EXHIBIT A

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.
Specific information about the nature of the default is provided in the attached pages.

The **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP)** may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll-free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help answer them. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECAS.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES
BEYOND YOUR CONTROL.

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY
YOUR MORTGAGE PAYMENTS, AND

**IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY
THE PENNSYLVANIA HOUSING FINANCE AGENCY**

Please write your account number on all checks and correspondence.

BBEACHPA 6/26/2000

Account Number: 340104-9
Connie E McFarland
Br 2 Box 35a

Balance Due for charges listed above. \$2,181.46 as of November 18, 2003

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.
BREACHPA

Countrywide
P.O. Box 660694
Dallas, TX 75266-0694

000340104900000218146000218146



Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

October 14, 2003

Connie E McFarland
1906 Lovell Avenue
Northern Cambria, PA 15714-1045

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 340104
Property Address:
Rr 2 Box 35a
Cherry Tree, PA 15724-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.
Specific information about the nature of the default is provided in the attached pages.

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To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll-free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-780-1869.)

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HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

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IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Please write your account number on all checks and correspondence.

BREACHPA 6/26/2000

Account Number: 340104-9
Connie E McFarland
Rr 2 Box 35a

Balance Due for charges listed above: \$2,181.46 as of November 18, 2003

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment check as otherwise limited by law.
BREACHPA

Countrywide
P.O. Box 660694
Dallas, TX 75266-0694
1-800-342-2397

000340104900000218146000218146

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty-five (35) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN DEFAULT FOR THE REASONS SET FORTH IN THIS NOTICE.

YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

NATURE OF THE DEFAULT - Countrywide Home Loans Servicing LP. (hereinafter "Countrywide") services your home loan. Your home loan is in serious default because you have not made your required payments. The total amount now required to reinstate your home loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	\$521.90	\$2,087.60
<u>Late Charges:</u>	\$21.61	\$64.83
<u>Other Charges:</u>	Uncollected Late Charges: Uncollected Costs:	\$64.83 \$32.50
	TOTAL DUE:	\$2,181.46

PAYMENT INSTRUCTIONS

Please

- Make your check payable to Countrywide Home Loans
- Write your loan number on your check or money order
- Write in any additional amounts you are including if total is more than \$5000, please send certified check :

- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Payments All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

Additional amounts. If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.

HOW TO CURE THE DEFAULT - You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter, by paying to us the above amount of **\$2,181.46**, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If your check or other payment is returned to us for insufficient funds or for any other reason, you will not have cured your default. No extension of time to cure will be granted due to a returned payment.

If you do not cure this default within **THIRTY-FIVE (35) DAYS**, we will accelerate the payments due on your home loan. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off your home loan in monthly installments. If the full payment of the amount in default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - If the mortgage is foreclosed, the mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings, Countrywide will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started, Countrywide will be entitled to collect the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to the secured debt, which may also include our reasonable costs. If you cure the default within the **THIRTY-FIVE (35) DAY** period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO FORECLOSURE SALE - If you have not cured the default within the **THIRTY-FIVE (35) DAY** period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the foreclosure sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE FORECLOSURE SALE DATE - It is estimated that the earliest date that a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-641-5302. This payment must be in the form of a cashier's check, certified check or money order and made payable to us at the address stated above. If the default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	<i>Countrywide Home Loans Servicing LP</i>
<u>Address:</u>	<i>P. O. Box 10221 Van Nuys, CA 91410-0221</i>
<u>Phone Number:</u>	<i>1-800-641-5302</i>
<u>Fax Number:</u>	<i>1-805-577-3432</i>
<u>Contact Person:</u>	<i>Heloc-Repayment Plan, MS SV-34</i>
	<i>Attention: Loan Counselor</i>

EFFECT OF FORECLOSURE SALE - You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by **Countrywide** at any time.

ASSUMPTION OF MORTGAGE - Contact **Countrywide Home Loans** for information on the possible assumability of your loan.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Pursuant to your home loan documents, and because the home loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of the property. The purpose of this inspection is to observe the physical condition of the property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become part of the secured debt as provided under the terms of the home loan documents.

If you are unable to cure your default on or before November 18, 2003, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least $\frac{1}{2}$ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will determine, in its sole discretion, whether such assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the home loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the home loan current or to enter into a written agreement as outlined above will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-641-5302, extension 6253.

Heloc - Repayment Plan

Heloc-Repayment Plan
Loan Counselor
1-800-641-5302, extension 6253

Please be advised that this communication is from a debt collector.

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

VS.

MFARLAND, CONNIE E. a/k/a CONNIE E. MARS

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15255

04-294-CD

SHERIFF RETURNS

NOW MARCH 11, 2004, BOB KOLAR, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CONNIE E. McFARLAND a/k/a CONNIE E. MARS, DEFENDANT.

NOW MARCH 18, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CONNIE E. McFARLAND a/k/a CONNIE E. MARS, DEFENDANT BY DEPUTIZING THE SHERIFF OF CAMBRIA COUNTY. THE RETURN OF SHERIFF KOLAR IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

NOW MAY 7, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CONNIE McFARLAND a/k/a CONNIE E. MARS, DEFENDANT. DEFENDANT MOVED TO 1906 LOVELL AVE., NORTHERN CAMBRIA, CAMBRIA COUNTY, PA.

Return Costs

Cost	Description
59.74	SHERIFF HAWKINS PAID BY: ATTY CK# 193833
20.00	SURCHARGE PAID BY: ATTY
36.00	CAMBRIA COUNTY SHERIFF PAID BY: ATTY.

Sworn to Before Me This

10th Day Of May 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
My Mawlyn Hawn
Chester A. Hawkins
Sheriff

FILED
01/8/55 10:41
MAY 10 2004
Ea

William A. Shaw
Prothonotary/Clerk of Courts

CASE # PLAINTIFF DEFENDANT
90071-04 MORTGAGE ELECTRONIC 04-294 MCFARLAND AKA MARS, CONNIE
DATE 3/18/04

AT 14:20 HRS. SERVED THE COMPLAINT IN MORTGAGE FORECLOSURE WITH NOTICE TO DEFEND UPON CONNIE E. MCFARLAND A/K/A CONNIE E. MARS BY HANDING A TRUE AND ATTESTED COPY THEREOF TO HER PERSONALLY AT 1906 LOVELL AVE. NORTHERN CAMBRIA CO. PA. 15714 AND MAKING CONTENTS THEREOF KNOWN TO HER. MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS 33.00
PROTHONOTARY 3.00
TOTAL COSTS 36.00

SO ANSWERS,

Bob Kolar
BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 24TH DAY OF MARCH, 04.

PROTHONOTARY Patty Burkely.

GOLDBECK McCAFFERTY & MCKEEVER
BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 5000 – MELLON INDEPENDENCE CENTER.
701 MARKET STREET
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL FILED

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
Mortgagor(s) and Real Owner(s)

RR 2 Box 35A
Cherry Tree, PA 15724

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 04-294-CD

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO RESPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUNDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERLE INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

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

MAR 01 2004

Attest.

William C. Rose
Prothonotary/
Clerk of Courts

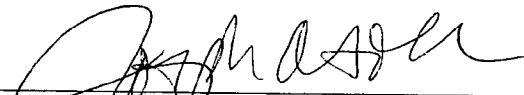
COMPLAINT IN MORTGAGE FORECLOSURE
~~NOTICE TO DEFENDANT(S)~~
~~TO CERTIFY THAT THIS IS~~
~~A TRUE AND CORRECT COPY OF~~
~~THE ORIGINAL FILED~~

1. Plaintiff is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are CONNIE E. MCFARLAND A/K/A CONNIE E. MARS, 1906 Lovell Avenue, Northern Cambria, PA 15714, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On September 28, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200115893. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due July 01, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$46,833.97
Interest from 06/01/2003	\$2,194.73
through 02/29/2004 at 6.2500%	
Per Diem interest rate at \$8.01	
Attorney's Fee at 5.0% of Principal Balance	\$2,341.70
Late Charges from 07/01/2003 to 02/29/2004	\$172.87
Monthly late charge amount at \$21.61	
Costs of suit and Title Search	<hr/> \$900.00
Monthly Escrow amount \$89.76	<hr/> \$52,443.27
	<hr/> \$52,443.27

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 based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$52,443.27, together with interest at the rate of \$8.01, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 2-25-04

Michael D. Vestal
Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

Legal Description:

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND WITH IMPROVEMENTS THEREON, SITUATE PARTIALLY IN THE TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA AND PARTIALLY IN THE TOWNSHIP OF SUSQUEHANNA, COUNTY OF CAMBRIA AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PROCEEDING ALONG SAID CENTERLINE OF SAID TOWNSHIP ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 57 DEGREES 31' 45" EAST 146.64 FEET TO A SPIKE; THENCE SOUTH 65 DEGREES 40' 00" EAST 127.30 FEET TO A POINT; THENCE SOUTH 73 DEGREES 23' 00" EAST 114.10 FEET TO A POINT; THENCE SOUTH 83 DEGREES 35' 15" EAST 103.97 FEET TO A POINT; THENCE NORTH 85 DEGREES 44' 05" EAST 68.64 FEET TO A POINT; THENCE NORTH 73 DEGREES 48' 55" EAST 57.75 FEET TO A POINT AT THE CENTERLINE OF THE CROSS ROADS OF THE AFOREMENTIONED TOWNSHIP ROAD T-305 AND TOWNSHIP ROAD T-574; THENCE ALONG THE CENTERLINE OF TOWNSHIP ROAD T-574, SOUTH 28 DEGREES 10' 15" EAST 51.29 FEET TO A POINT; THENCE BY AND THROUGH THE CENTER OF A SMALL UNNAMED RUN THE FOLLOWING COURSES AND DISTANCES, SOUTH 47 DEGREES 58' 10" WEST 72.08 FEET TO A POINT; THENCE NORTH 89 DEGREES 39' 20" WEST 74.07 FEET TO A POINT; THENCE SOUTH 75 DEGREES 26' 45" WEST 40.47 FEET TO A POINT; THENCE SOUTH 24 DEGREES 05' 55" WEST 32.24 FEET TO A POINT; THENCE SOUTH 70 DEGREES 26' 50" WEST 67.27 FEET TO A POINT; THENCE SOUTH 64 DEGREES 10' 40" WEST 30.80 FEET TO A POINT; THENCE SOUTH 11 DEGREES 56' 55" WEST 46.92 FEET TO A POINT; THENCE SOUTH 70 DEGREES 17' 15" EAST 35.79 FEET TO A POINT; THENCE SOUTH 12 DEGREES 28' 05" WEST 51.59 FEET TO A POINT; THENCE SOUTH 64 DEGREES 28' 35" WEST 25.68 FEET TO A POINT; THENCE NORTH 64 DEGREES 22' 20" WEST 72.04 FEET TO A PONT; THENCE NORTH 18 DEGREES 11' 40" WEST 68.21 FEET TO A POINT; THENCE NORTH 55 DEGREES 17' 55" WEST 48.33 FEET TO A POINT; THENCE NORTH 14 DEGREES 23' 10" WEST 33.07 FEET TO A POINT; THENCE NORTH 67 DEGREES 11' 35" WEST 42.03 FEET TO A POINT; THENCE NORTH 71 DEGREES 00' 30" WEST 53.82 FEET TO A POINT; THENCE SOUTH 75 DEGREES 03' 30" WEST 79.27 FEET TO A POINT; THENCE NORTH 67 DEGREES 37' 15" WEST 100.94 FEET TO A POINT WITH SAID POINT ALSO BEING ALONG THE LINE OF LANDS OF WAYNE LEAMER; THENCE ALONG THE LANDS OF WAYNE LEAMER, NORTH 15 DEGREES 67' 00" WEST 250.86 FEET TO A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PLACE OF BEGINNING. CONTAINING 1.67 ACRES.

EXCEPTING AND RESERVING UNTO THE ESTATE OF PAUL C. MCINTOSH, DECEASED, THE UNDIVIDED ONE-HALF (1/2) INTEREST IN ALL MINERALS, COAL, OIL, AND GAS, IN UNDER AND UPON THE HEREIN CONVEYED PREMISES.

TAX PARCEL NUMBER 108-46910

es RE: McFarland 01:48:35 PM



Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

October 14, 2003

Connie E McFarland
Rr 2 Box 35a
Cherry Tree, PA 15724-0000

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 340104
Property Address:
Rr 2 Box 35a
Cherry Tree, PA 15724-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE

EXHIBIT A TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.
Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll-free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help answer them. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES
BEYOND YOUR CONTROL,

**IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY
YOUR MORTGAGE PAYMENTS, AND**

**IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY
THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

Please write your account number on all checks and correspondence

BREACHPA 6/26/2000

Account Number: 340104-9
Connie E McFarland
Rr 2 Box 35a

Balance Due for charges listed above: \$2,181.46 as of November 18, 2003

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.
BREACHPA

Countrywide
P.O. Box 660694
Dallas, TX 75266-0694

00034010490000218146000218146



Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

October 14, 2003

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

Connie E McFarland
1906 Lovell Avenue
Northern Cambria, PA 15714-1045

Account No.: 340104
Property Address:
Rt 2 Box 35a
Cherry Tree, PA 15724-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.
Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll-free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help answer them. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

**IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY
YOUR MORTGAGE PAYMENTS AND**

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY

Please write your account number on all checks and correspondence.

BREACHPA 6/26/2000

Account Number: 340104-9
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BREACHPA

Countrywide
P.O. Box 660694
Dallas, TX 75266-0694

000340104900000218146000218146

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty-five (35) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN DEFAULT FOR THE REASONS SET FORTH IN THIS NOTICE.

YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

NATURE OF THE DEFAULT - **Countrywide Home Loans Servicing LP**, (hereinafter "Countrywide") services your home loan. Your home loan is in serious default because you have not made your required payments. The total amount now required to reinstate your home loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	\$521.90	\$2,087.60
<u>Late Charges:</u>	\$21.61	\$64.83
<u>Other Charges:</u>	Uncollected Late Charges: Uncollected Costs:	\$64.83 \$32.50
	TOTAL DUE:	\$2,181.46

PAYMENT INSTRUCTIONS

Please

- Make your check payable to **Countrywide Home Loans**
- Write your loan number on your check or money order
- Write in any additional amounts you are including, if total is more than \$5000, please send certified check.
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Payments. All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law. All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

Additional amounts. If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.

HOW TO CURE THE DEFAULT - You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter, by paying to us the above amount of **\$2,181.46**, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If your check or other payment is returned to us for insufficient funds or for any other reason, you will not have cured your default. No extension of time to cure will be granted due to a returned payment.

If you do not cure this default within **THIRTY-FIVE (35) DAYS**, we **will** accelerate the payments due on your home loan. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off your home loan in monthly installments. If the full payment of the amount in default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - If the mortgage is foreclosed, the mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings, Countrywide will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started, Countrywide will be entitled to collect the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to the secured debt, which may also include our reasonable costs. If you cure the default within the **THIRTY-FIVE (35) DAY** period, you **will not** be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO FORECLOSURE SALE - If you have not cured the default within the **THIRTY-FIVE (35) DAY** period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the foreclosure sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE FORECLOSURE SALE DATE - It is estimated that the earliest date that a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-641-5302. This payment must be in the form of a cashier's check, certified check or money order and made payable to us at the address stated above. If the default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

HOW TO CONTACT THE LENDER:

Name of Lender:	Countrywide Home Loans Servicing LP
Address:	P. O. Box 10221 Van Nuys, CA 91410-0221
Phone Number:	1-800-641-5302
Fax Number:	1-805-577-3432
Contact Person:	Heloc-Repayment Plan, MS SV-34
	Attention: Loan Counselor

EFFECT OF FORECLOSURE SALE - You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by **Countrywide** at any time.

ASSUMPTION OF MORTGAGE - Contact **Countrywide Home Loans** for information on the possible assumability of your loan.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT
HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS
RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR
YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE
PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE
DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION
BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Pursuant to your home loan documents, and because the home loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of the property. The purpose of this inspection is to observe the physical condition of the property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become part of the secured debt as provided under the terms of the home loan documents.

If you are unable to cure your default on or before November 18, 2003, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will determine, in its sole discretion, whether such assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the home loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the home loan current or to enter into a written agreement as outlined above will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-641-5302, extension 6253.

Heloc - Repayment Plan

Heloc - Repayment Plan
Loan Counselor
1-800-641-5302, extension 6253

Please be advised that this communication is from a debt collector.

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff
vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
(Mortgagor(s) and Record owner(s))
RR 2 Box 35A
Cherry Tree, PA 15724

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-294-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., and against CONNIE E. MCFARLAND A/K/A CONNIE E. MARS for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$53,044.77.

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. 7105 Corporate Drive PTX B-35 Plano, TX 75024-3632 and that the name(s) and last known address(es) of the Defendant(s) is/are CONNIE E. MCFARLAND A/K/A CONNIE E. MARS, 1906 Lovell Avenue Northern Cambria, PA 15714;

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

FILED

MAY 14 2004

W/1:55/m

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE TO DEBTOR

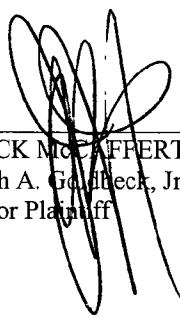
STATEMENT TO ATTORNEY

ASSESSMENT OF DAMAGES

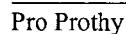
TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$46,833.97
Interest from 06/01/2003 through 05/06/2004	\$2,731.40
Attorney's Fee at 5.0000% of principal balance	\$2,341.70
Late Charges	\$237.70
Costs of Suit and Title Search	\$900.00
Escrow Balance Deficit	\$0.00 (\$0.00)
	<hr/> \$53,044.77


GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

AND NOW, this 14 day of Mar , 2004 damages are assessed as above.



Pro Prothy

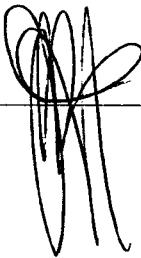
VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, CONNIE E. MCFARLAND A/K/A CONNIE E. MARS, is about unknown years of age, that Defendant's last known residence is 1906 Lovell Avenue, Northern Cambria, PA 15714, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:



In the Court of Common Pleas of Clearfield County

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
(Mortgagor(s) and Record Owner(s))
RR 2 Box 35A
Cherry Tree, PA 15724

No. 04-294-CD

Defendant(s)

PRAECIPE FOR JUDGMENT

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE
OF COLLECTING THE DEBT.**

Enter the Judgment in favor of Plaintiff and against CONNIE E. MCFARLAND A/K/A CONNIE E. MARS by default for want of an Answer.

Assess damages as follows:

Debt	\$53,044.77
<hr/>	

Interest - 06/01/2003 to 05/06/2004

Total

(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

Joseph A. Gildbeck, Jr.
Attorney for Plaintiff
I.D. #16132

AND NOW May 14, 2004, Judgment is entered in favor of
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. and against CONNIE E. MCFARLAND A/K/A CONNIE
E. MARS by default for want of an Answer and damages assessed in the sum of \$53,044.77 as per the above certification.

Celia

Prothonotary

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **April 21, 2004**

TO:

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.
CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
(Mortgagor(s) and Record Owner(s))
RR 2 Box 35A
Cherry Tree, PA 15724

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 04-294-CD

Defendant(s)

TO: **CONNIE E. MCFARLAND A/K/A CONNIE E. MARS**
1906 Lovell Avenue
Northern Cambria, PA 15714

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 (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106 215-627-1322

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **April 21, 2004**

TO:

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
RR 2 Box 35A
Cherry Tree, PA 15724

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.
CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
(Mortgagor(s) and Record Owner(s))
RR 2 Box 35A
Cherry Tree, PA 15724

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 04-294-CD

Defendant(s)

TO: **CONNIE E. MCFARLAND A/K/A CONNIE E. MARS**
RR 2 Box 35A
Cherry Tree, PA 15724

IMPORTANT NOTICE

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KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106 215-627-1322

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

No. 04-294-CD

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
(**Mortgagors and Record Owner(s)**)
RR 2 Box 35A
Cherry Tree, PA 15724

Defendant(s)

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE
PURPOSE OF COLLECTING THE DEBT.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw
Prothonotary

By: 

~~Deputy~~

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.
Goldbeck McCafferty & McKeever
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suits 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff
vs.

CONNIE E. MCFARLAND A/K/A CONNIE E.
MARS
(**Mortgagor(s) and Record Owner(s)**)
RR 2 Box 35A
Cherry Tree, PA 15724

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-294-CD

AFFIDAVIT PURSUANT TO RULE 3129

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RR 2 Box 35A
Cherry Tree, PA 15724

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

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

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

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

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

ROY D. LEAMER

RD #1
Hastings, PA 16646

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

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

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.

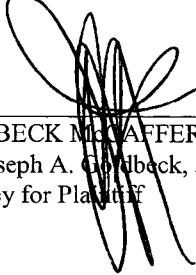
TENANTS/OCCUPANTS
RR 2 Box 35A
Cherry Tree, PA 15724

MCINTOSH DECEASED, THE ESTATE OF PAUL C.
RR 2 Box 35
Cherry Tree, PA 15724

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: May 6, 2004


GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

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

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.

7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff
vs.
CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
Mortgagor(s) and Record Owner(s)
RR 2 Box 35A
Cherry Tree, PA 15724
Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-294-CD

FILED

MAY 14 2004

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$53,044.77

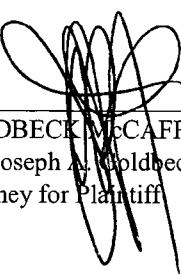
Interest from
06/01/2003 to
05/06/2004 at
6.2500%

(Costs to be added)

PROTHONOTARY 125.-

William A. Shaw
Prothonotary/Clerk of Courts

*I CERT THAT
6 WITNESSES TO SIGN*


GOLDBECK, McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

*11-15-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.*

Willie L. Shaw
Deputy Prothonotary

Term
No. 04-294-CD
IN THE COURT OF COMMON PLEAS
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC.

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
(Mortgagor(s) and Record Owner(s))
RR 2 Box 35A
Cherry Tree, PA 15724

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Joseph A. Goldbeck, Jr.

Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

Legal Description:

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND WITH IMPROVEMENTS THEREON, SITUATE PARTIALLY IN THE TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA AND PARTIALLY IN THE TOWNSHIP OF SUSQUEHANNA, COUNTY OF CAMBRIA AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PROCEEDING ALONG SAID CENTERLINE OF SAID TOWNSHIP ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 57 DEGREES 31' 45" EAST 146.64 FEET TO A SPIKE; THENCE SOUTH 65 DEGREES 40' 00" EAST 127.30 FEET TO A POINT; THENCE SOUTH 73 DEGREES 23' 00" EAST 114.10 FEET TO A POINT; THENCE SOUTH 83 DEGREES 35' 15" EAST 103.97 FEET TO A POINT; THENCE NORTH 85 DEGREES 44' 05" EAST 68.64 FEET TO A POINT; THENCE NORTH 73 DEGREES 48' 55" EAST 57.75 FEET TO A POINT AT THE CENTERLINE OF THE CROSS ROADS OF THE AFOREMENTIONED TOWNSHIP ROAD T-305 AND TOWNSHIP ROAD T-574; THENCE ALONG THE CENTERLINE OF TOWNSHIP ROAD T-574, SOUTH 28 DEGREES 10' 15" EAST 51.29 FEET TO A POINT; THENCE BY AND THROUGH THE CENTER OF A SMALL UNNAMED RUN THE FOLLOWING COURSES AND DISTANCES, SOUTH 47 DEGREES 58' 10" WEST 72.08 FEET TO A POINT; THENCE NORTH 89 DEGREES 39' 20" WEST 74.07 FEET TO A POINT; THENCE SOUTH 75 DEGREES 26' 45" WEST 40.47 FEET TO A POINT; THENCE SOUTH 24 DEGREES 05' 55" WEST 32.24 FEET TO A POINT; THENCE SOUTH 70 DEGREES 26' 50" WEST 67.27 FEET TO A POINT; THENCE SOUTH 64 DEGREES 10' 40" WEST 30.80 FEET TO A POINT; THENCE SOUTH 11 DEGREES 56' 55" WEST 46.92 FEET TO A POINT; THENCE SOUTH 70 DEGREES 17' 15" EAST 35.79 FEET TO A POINT; THENCE SOUTH 12 DEGREES 28' 05" WEST 51.59 FEET TO A POINT; THENCE SOUTH 64 DEGREES 28' 35" WEST 25.68 FEET TO A POINT; THENCE NORTH 64 DEGREES 22' 20" WEST 72.04 FEET TO A PONT; THENCE NORTH 18 DEGREES 11' 40" WEST 68.21 FEET TO A POINT; THENCE NORTH 55 DEGREES 17' 55" WEST 48.33 FEET TO A POINT; THENCE NORTH 14 DEGREES 23' 10" WEST 33.07 FEET TO A POINT; THENCE NORTH 67 DEGREES 11' 35" WEST 42.03 FEET TO A POINT; THENCE NORTH 71 DEGREES 00' 30" WEST 53.82 FEET TO A POINT; THENCE SOUTH 75 DEGREES 03' 30" WEST 79.27 FEET TO A POINT; THENCE NORTH 67 DEGREES 37' 15" WEST 100.94 FEET TO A POINT WITH SAID POINT ALSO BEING ALONG THE LINE OF LANDS OF WAYNE LEAMER; THENCE ALONG THE LANDS OF WAYNE LEAMER, NORTH 15 DEGREES 67' 00" WEST 250.86 FEET TO A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PLACE OF BEGINNING. CONTAINING 1.67 ACRES.

EXCEPTING AND RESERVING UNTO THE ESTATE OF PAUL C. MCINTOSH, DECEASED, THE UNDIVIDED ONE-HALF (1/2) INTEREST IN ALL MINERALS, COAL, OIL, AND GAS, IN UNDER AND UPON THE HEREIN CONVEYED PREMISES.

TAX PARCEL NUMBER 108-46910

RE: MCFARLAND 01:48:35 PM

FILED
MAY 14 2004
William A. Shaw
Prothonotary/Clerk of Courts

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 AND Rule 3257

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

In the Court of Common Pleas of
Clearfield County

vs.

No. 04-294-CD

CONNIE E. MCFARLAND A/K/A CONNIE E.
MARS
RR 2 Box 35A
Cherry Tree, PA 15724

**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:

PREMISES: RR 2 Box 35A Cherry Tree, PA 15724

See Exhibit "A" attached

AMOUNT DUE \$53,044.77

Interest From 06/01/2003
Through 05/06/2004

(Costs to be added)

Pruthwazar, 125.-

Dated: 5-14-04

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy

Nov. 15, 2004 Document
Re-issued/Reissued to Sheriff/~~Attorney~~
for service. 11/12

Desert Prothonotary

Term
No. 04-294-CD

IN THE COURT OF COMMON PLEAS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

Mortagor(s)

RR 2 Box 35A Cherry Tree, PA 15724

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT
INTEREST from _____
COSTS PAID: PROTHY \$53,044.77 _____

SHERIFF \$ _____
STATUTORY \$ _____
COSTS DUE PROTHY \$ _____

Office of Judicial Support
Judg. Fee
Cr. _____
Sat. _____

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
(215) 627-1322

Legal Description:

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND WITH IMPROVEMENTS THEREON, SITUATE PARTIALLY IN THE TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA AND PARTIALLY IN THE TOWNSHIP OF SUSQUEHANNA, COUNTY OF CAMBRIA AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PROCEEDING ALONG SAID CENTERLINE OF SAID TOWNSHIP ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 57 DEGREES 31' 45" EAST 146.64 FEET TO A SPIKE; THENCE SOUTH 65 DEGREES 40' 00" EAST 127.30 FEET TO A POINT; THENCE SOUTH 73 DEGREES 23' 00" EAST 114.10 FEET TO A POINT; THENCE SOUTH 83 DEGREES 35' 15" EAST 103.97 FEET TO A POINT; THENCE NORTH 85 DEGREES 44' 05" EAST 68.64 FEET TO A POINT; THENCE NORTH 73 DEGREES 48' 55" EAST 57.75 FEET TO A POINT AT THE CENTERLINE OF THE CROSS ROADS OF THE AFOREMENTIONED TOWNSHIP ROAD T-305 AND TOWNSHIP ROAD T-574; THENCE ALONG THE CENTERLINE OF TOWNSHIP ROAD T-574, SOUTH 28 DEGREES 10' 15" EAST 51.29 FEET TO A POINT; THENCE BY AND THROUGH THE CENTER OF A SMALL UNNAMED RUN THE FOLLOWING COURSES AND DISTANCES, SOUTH 47 DEGREES 58' 10" WEST 72.08 FEET TO A POINT; THENCE NORTH 89 DEGREES 39' 20" WEST 74.07 FEET TO A POINT; THENCE SOUTH 75 DEGREES 26' 45" WEST 40.47 FEET TO A POINT; THENCE SOUTH 24 DEGREES 05' 55" WEST 32.24 FEET TO A POINT; THENCE SOUTH 70 DEGREES 26' 50" WEST 67.27 FEET TO A POINT; THENCE SOUTH 64 DEGREES 10' 40" WEST 30.80 FEET TO A POINT; THENCE SOUTH 11 DEGREES 56' 55" WEST 46.92 FEET TO A POINT; THENCE SOUTH 70 DEGREES 17' 15" EAST 35.79 FEET TO A POINT; THENCE SOUTH 12 DEGREES 28' 05" WEST 51.59 FEET TO A POINT; THENCE SOUTH 64 DEGREES 28' 35" WEST 25.68 FEET TO A POINT; THENCE NORTH 64 DEGREES 22' 20" WEST 72.04 FEET TO A PONT; THENCE NORTH 18 DEGREES 11' 40" WEST 68.21 FEET TO A POINT; THENCE NORTH 55 DEGREES 17' 55" WEST 48.33 FEET TO A POINT; THENCE NORTH 14 DEGREES 23' 10" WEST 33.07 FEET TO A POINT; THENCE NORTH 67 DEGREES 11' 35" WEST 42.03 FEET TO A POINT; THENCE NORTH 71 DEGREES 00' 30" WEST 53.82 FEET TO A POINT; THENCE SOUTH 75 DEGREES 03' 30" WEST 79.27 FEET TO A POINT; THENCE NORTH 67 DEGREES 37' 15" WEST 100.94 FEET TO A POINT WITH SAID POINT ALSO BEING ALONG THE LINE OF LANDS OF WAYNE LEAMER; THENCE ALONG THE LANDS OF WAYNE LEAMER, NORTH 15 DEGREES 67' 00" WEST 250.86 FEET TO A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PLACE OF BEGINNING. CONTAINING 1.67 ACRES.

EXCEPTING AND RESERVING UNTO THE ESTATE OF PAUL C. MCINTOSH, DECEASED, THE UNDIVIDED ONE-HALF (1/2) INTEREST IN ALL MINERALS, COAL, OIL, AND GAS, IN UNDER AND UPON THE HEREIN CONVEYED PREMISES.

TAX PARCEL NUMBER 108-46910

RE: MCFARLAND 01:48:35 PM

GOLDBECK MCCAFFERTY & MCKEEVER
By: Lisa A. D'Angeli, Esquire
Attorney I.D. No. 78020
Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
(215) 627-1322

Attorney For Plaintiff

Mortgage Electronic Registration Systems Inc.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Court of Common Pleas

Plaintiff

Civil Division

vs.

Connie E. McFarland a/ka Connie E. Mars
Mortgagor and Record Owner
RR 2 Box 35A
Cherry Tree, PA 15724

Clearfield County

No.: 04-294-CD

Defendants

FILED

JUL 21 2004

ORDER

William A. L.
Prothonotary Clerk of Courts

AND NOW, this 19 day of July, 2004, upon

consideration of Plaintiff Mortgage Electronic Registration Systems, Inc. Petition for
Leave to sell Real Property Situated in Both Clearfield and Cambria Counties in
Accordance with Pennsylvania Rules of Civil Procedure, Rule 3131, it is hereby
ORDERED and DECREED that Plaintiff's Petition for Leave to sell Real Property
Situated in Both Cambria and Clearfield Counties is GRANTED.

IT IS FURTHER ORDERED AND DECREED THAT:

1. In accordance with Pa. R.C.P. 3131(c), the subject property to which this
ORDER refers is RR2 Box 35A, Cherry Tree, PA 15724, more fully described at the
metes and bounds legal description reincorporated in Plaintiff's Petition as Exhibit "A"
from the Complaint in Mortgage Foreclosure.

2. In accordance with Pa. R.C.P. 3131(d), executing Plaintiff is directed to file in Cambria County, a copy of the Clearfield Court Docket in the above referenced matter, together with copies of the Plaintiff's Complaint in Mortgage Foreclosure and the Praeclipe for Entry of Judgment.

3. The Prothonotary of Cumberland County is directed to issue a Writ which specifies that the parcel upon which execution is ordered is situated in both counties, the language of said Writ shall be set forth by executing Plaintiff in its Praeclipe the Issuance of the Writ of Execution.

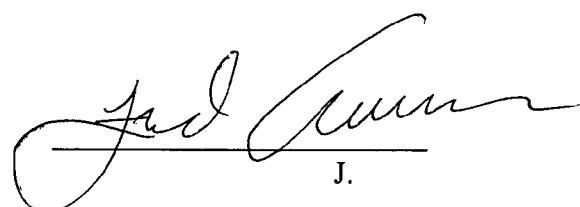
4. In accordance with Pa. R.C.P. 3131(c), the sale executing on said Writ will be held by the Sheriff of Clearfield County at the Clearfield County Courthouse, 230 E. Market St, Clearfield, Pennsylvania, as soon as may be deemed practicable, in accordance with procedures more fully set forth at Pa. R.C.P. Rule 3129.1, et seq.

5. In accordance with Pa. R.C.P. 3131(d), the Sheriff of Clearfield County and/or the executing Plaintiff are directed to post the subject property with a Notice of Sale (in accordance with Pa. R.C.P. 3129.1, et seq.) in both counties.

6. In accordance with Pa. R.C.P. 3131(d), the Sheriff of Clearfield County and/or the executing Plaintiff are directed to advertise the sale of the subject premises in both counties in accordance with Pa. R.C.P. 3129.1, et seq.

7. In accordance with Pa. R.C.P. 3131 (c), any proceeding to modify or vacate this Order will remain in the jurisdiction of this Court.

BY THE COURT



J.

A handwritten signature in black ink, appearing to read "John J. Cawley". A horizontal line is drawn through the signature, and the initials "J." are written to the right of the line.

GOLDBECK MCCAFFERTY & MCKEEVER
By: Lisa A. D'Angeli, Esquire
Attorney I.D. No. 78020
Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
(215) 627-1322

Attorney For Plaintiff

Mortgage Electronic Registration Systems, Inc.	:	Court of Common Pleas
7105 Corporate Drive	:	
PTX B-35	:	
Plano, TX 75024-3632	:	
Plaintiff	:	Civil Division
vs.	:	
Connie E. McFarland a/k/a Connie E. Mars	:	Clearfield County
Mortgagor and Record Owner	:	
RR 2 Box 35A	:	No.: 04-294-CD
Cherry Tree, PA 15724	:	
Defendant	:	

FILED

JUL 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

**PETITION FOR LEAVE TO SELL REAL PROPERTY SITUATED IN BOTH
CAMBRIA AND CLEARFIELD COUNTIES IN ACCORDANCE WITH Pa.R.C.P.
RULE 3131**

AND NOW, comes Mortgage Electronic Registration Systems, Inc., by and through its attorneys, Goldbeck, McCafferty and McKeever, to file this Petition for Leave to sell Real Property Situated in Both Cambria and Clearfield Counties in accordance with Pennsylvania Rule of Civil Procedure Rule 3131 in the above referenced matter and avers as follows:

1. Plaintiff Mortgage Electronic Registration Systems, Inc. commenced its Civil Action in Mortgage Foreclosure in Clearfield County on or about March 1, 2004.
2. The subject premises upon which this foreclosure action is predicated, known as RR 2 Box 35A, Cherry Tree, Pennsylvania 15724, is more fully described in that pleading, the metes and bounds legal description having been appended thereto and marked Exhibit "A". That description is also attached hereto as Exhibit A.

3. The subject property is a single tract of land which lies situated in two (2) counties, specifically the instant county, Clearfield, and Cambria, within the Commonwealth of Pennsylvania. A tax map showing the location and position of the property is attached hereto as Exhibit B.

4. In the instant action in Clearfield County, an in rem judgment in the amount of \$53,044.77 has been entered in favor of Plaintiff Mortgage Registration Electronic Systems, Inc. and against Defendant Connie E. McFarland a/k/a Connie E. Mars.

5. In order to execute upon this judgment in rem, Plaintiff is obliged to have issued a Writ of Execution against the above described real property.

6. Where real property to be sold in execution of a judgment in rem consists of an interest in a single tract of land lying in more than one county, Pa. R.C.P. 3131 applies.

7. Where Pa. R.C.P. 3131 applies, Plaintiff must file the instant petition seeking entry of an Order directing the Sheriff of Clearfield County to execute on a writ for both counties.

8. To the best of Plaintiff's knowledge, information and belief, the subject property is not severable and neither counties' portions can be sold separately without prejudice to the remainder.

9. To the best of Plaintiff's knowledge, information and belief, the estimated value of the real property in each county is incapable of being valued independent of the portion situated in Cambria County. See copy of tax map attached and incorporated herein as Exhibit "B".

10. To the best of Plaintiff's knowledge, information and belief, the value of the subject property situated in Clearfield County, in and of itself is insufficient to satisfy the judgment in rem entered in this matter.

11. To the best of Plaintiff's knowledge, information and belief, the value of the subject property situated in Cambria County, in and of itself, is insufficient to satisfy the judgment in rem entered in this matter.

12. To the best of Plaintiff's knowledge, information and belief, the entire parcel of the subject property situated in Cambria County must be included within the Writ upon which the Sheriff of Clearfield County executes in order to protect the value of the parcel as an entity and to protect the Mortgagee's judgment in rem.

13. Real Estate taxes for the entire parcel are assessed and collected by Clearfield County only.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court issue an Order directing the Prothonotary of Clearfield County to issue a writ that complies with P.a. R.C.P. 3131, and directing the Sheriff of Clearfield County to comply with the terms with respect to execution upon that Writ including but not limited to advertising and service directions as to foreclosure upon said premises.

Date: 7/12/04

Respectfully Submitted,
GOLDBECK MCCAFFERTY & MCKEEVER
By: 
Lisa A. D'Angeli, Esquire
Attorney for Plaintiff

McCAFFERTY & MCKEEVER
A Professional Corporation
By: Lisa A. D'Angeli, Esquire
Attorney I.D. #: 78020
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
(215) 627-1322

Mortgage Electronic Registration Systems, Inc.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

ATTORNEY FOR PLAINTIFF

Court of Common Pleas
OF Clearfield COUNTY

vs.

Connie E. McFarland a/k/a Connie E. Mars
Mortgagor and Record Owner

Civil Division
Clearfield County

RR2 Box 35A
Cherry Tree, PA 15724

No. 04-294-CD

**PLAINTIFF'S MEMORANDUM OF LAW TO PETITION REAL PROPERTY
SITUATED IN BOTH CAMBRIA AND CLEARFIELD COUNTIES**

I. FACTUAL AND PROCEDURAL BACKGROUND

AND NOW, comes Mortgage Electronic Registration Systems, Inc., by and through its attorneys, Goldbeck, McCafferty and McKeever, to file this Petition for Leave to sell Real Property Situated in Both Cambria and Clearfield Counties in accordance with Pennsylvania Rule of Civil Procedure Rule 3131 in the above referenced matter and avers as follows:

Plaintiff Mortgage Electronic Registration Systems, Inc. commenced its Civil Action in Mortgage Foreclosure in Clearfield County on or about March 1, 2004.

The subject premises upon which this foreclosure action is predicated, known as RR 2 Box 35A, Cherry Tree, Pennsylvania 15724, is more fully described in that pleading, the metes and bounds legal description.

The subject property is a single tract of land which lies situated in two (2) counties, specifically the instant county, Clearfield, and Cambria, within the Commonwealth of Pennsylvania.

In the instant action in Clearfield County, an in rem judgment in the amount of \$53,044.77 has been entered in favor of Plaintiff Mortgage Registration Electronic Systems, Inc. and against Defendant Connie E. McFarland a/k/a Connie E. Mars.

In order to execute upon this judgment in rem, Plaintiff is obliged to have issued a Writ of Execution against the above described real property.

Where real property to be sold in execution of a judgment in rem consists of an interest in a single tract of land lying in more than one county, Pa. R.C.P. 3131 applies.

Where Pa. R.C.P. 3131 applies, Plaintiff must file the instant petition seeking entry of an Order directing the Sheriff of Clearfield County to execute on a writ for both counties.

To the best of Plaintiff's knowledge, information and belief, the subject property is not severable and neither counties' portions can be sold separately without prejudice to the remainder.

To the best of Plaintiff's knowledge, information and belief, the estimated value of the real property in each county is incapable of being valued independent of the portion situated in Cambria County.

To the best of Plaintiff's knowledge, information and belief, the value of the subject property situated in Clearfield County, in and of itself is insufficient to satisfy the judgment in rem entered in this matter.

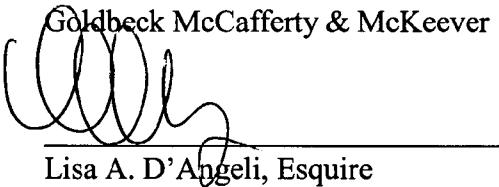
To the best of Plaintiff's knowledge, information and belief, the value of the subject property situated in Cambria County, in and of itself, is insufficient to satisfy the judgment in rem entered in this matter.

To the best of Plaintiff's knowledge, information and belief, the entire parcel of the subject property situated in Cambria County must be included within the Writ upon which the Sheriff of Clearfield County executes in order to protect the value of the parcel as an entity and to protect the Mortgagee's judgment in rem.

Real Estate taxes for the entire parcel are assessed and collected by Clearfield County only.

Respectfully submitted,

Goldbeck McCafferty & McKeever



Lisa A. D'Angeli, Esquire

Date: 7/12/04

EXHIBIT "A",

Legal Description:

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND WITH IMPROVEMENTS THEREON, SITUATE PARTIALLY IN THE TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA AND PARTIALLY IN THE TOWNSHIP OF SUSQUEHANNA, COUNTY OF CAMBRIA AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

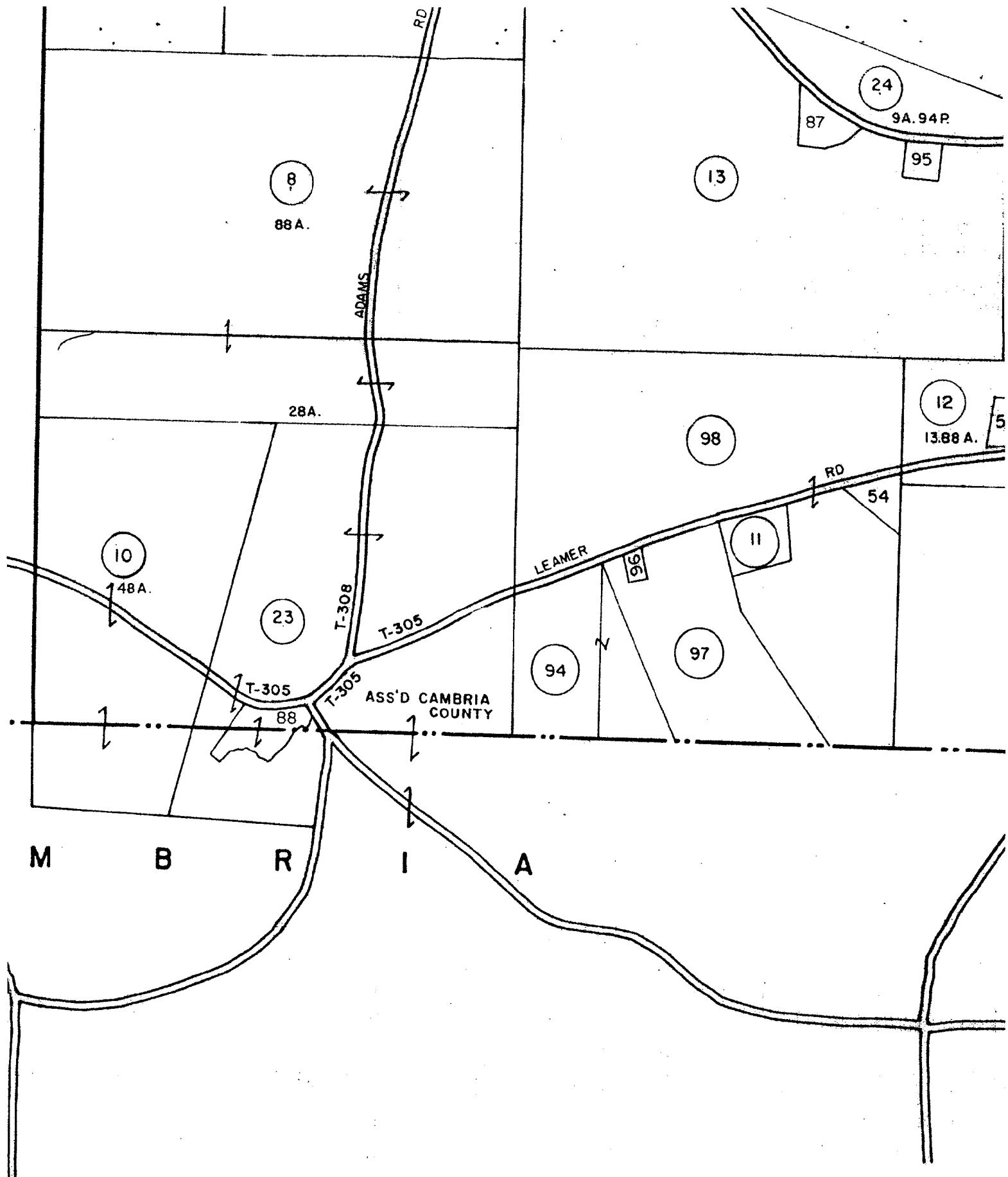
BEGINNING AT A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PROCEEDING ALONG SAID CENTERLINE OF SAID TOWNSHIP ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 57 DEGREES 31' 45" EAST 146.64 FEET TO A SPIKE; THENCE SOUTH 65 DEGREES 40' 00" EAST 127.30 FEET TO A POINT; THENCE SOUTH 73 DEGREES 23' 00" EAST 114.10 FEET TO A POINT; THENCE SOUTH 83 DEGREES 35' 15" EAST 103.97 FEET TO A POINT; THENCE NORTH 85 DEGREES 44' 05" EAST 68.64 FEET TO A POINT; THENCE NORTH 73 DEGREES 48' 55" EAST 57.75 FEET TO A POINT AT THE CENTERLINE OF THE CROSS ROADS OF THE AFOREMENTIONED TOWNSHIP ROAD T-305 AND TOWNSHIP ROAD T-574; THENCE ALONG THE CENTERLINE OF TOWNSHIP ROAD T-574, SOUTH 28 DEGREES 10' 15" EAST 51.29 FEET TO A POINT; THENCE BY AND THROUGH THE CENTER OF A SMALL UNNAMED RUN THE FOLLOWING COURSES AND DISTANCES, SOUTH 47 DEGREES 58' 10" WEST 72.08 FEET TO A POINT; THENCE NORTH 89 DEGREES 39' 20" WEST 74.07 FEET TO A POINT; THENCE SOUTH 75 DEGREES 26' 45" WEST 40.47 FEET TO A POINT; THENCE SOUTH 24 DEGREES 05' 55" WEST 32.24 FEET TO A POINT; THENCE SOUTH 70 DEGREES 26' 50" WEST 67.27 FEET TO A POINT; THENCE SOUTH 64 DEGREES 10' 40" WEST 30.80 FEET TO A POINT; THENCE SOUTH 11 DEGREES 56' 55" WEST 46.92 FEET TO A POINT; THENCE SOUTH 70 DEGREES 17' 15" EAST 35.79 FEET TO A POINT; THENCE SOUTH 12 DEGREES 28' 05" WEST 51.59 FEET TO A POINT; THENCE SOUTH 64 DEGREES 28' 35" WEST 25.68 FEET TO A POINT; THENCE NORTH 64 DEGREES 22' 20" WEST 72.04 FEET TO A PONT; THENCE NORTH 18 DEGREES 11' 40" WEST 68.21 FEET TO A POINT; THENCE NORTH 55 DEGREES 17' 55" WEST 48.33 FEET TO A POINT; THENCE NORTH 14 DEGREES 23' 10" WEST 33.07 FEET TO A POINT; THENCE NORTH 67 DEGREES 11' 35" WEST 42.03 FEET TO A POINT; THENCE NORTH 71 DEGREES 00' 30" WEST 53.82 FEET TO A POINT; THENCE SOUTH 75 DEGREES 03' 30" WEST 79.27 FEET TO A POINT; THENCE NORTH 67 DEGREES 37' 15" WEST 100.94 FEET TO A POINT WITH SAID POINT ALSO BEING ALONG THE LINE OF LANDS OF WAYNE LEAMER; THENCE ALONG THE LANDS OF WAYNE LEAMER, NORTH 15 DEGREES 67' 00" WEST 250.86 FEET TO A POINT IN THE CENTER OF TOWNSHIP ROAD T-305 AND PLACE OF BEGINNING. CONTAINING 1.67 ACRES.

EXCEPTING AND RESERVING UNTO THE ESTATE OF PAUL C. MCINTOSH, DECEASED, THE UNDIVIDED ONE-HALF (1/2) INTEREST IN ALL MINERALS, COAL, OIL, AND GAS, IN UNDER AND UPON THE HEREIN CONVEYED PREMISES.

TAX PARCEL NUMBER 108-46910

RE: ~~McFarland~~ 01:48:35 PM

EXHIBIT "B"



VERIFICATION

Lisa A. D'Angeli, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this Affidavit, and that the statements made in the foregoing Plaintiff's Petition for Leave to Sell Real Property Situated in Both Cambria and Clearfield Counties in Accordance with Pennsylvania Rule of Civil Procedure 3131 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. §4909 relating to unsworn falsification to authorities.

GOLDBECK MCCAFFERTY & MCKEEVER

Date: _____

BY: _____

Lisa A. D'Angeli, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER
By: Lisa A. D'Angeli, Esquire
Attorney I.D. #78020
Suite 5000 – Mellon Independence Center 7
701 Market Street
Philadelphia, PA 19106
215-627-1322

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

**IN THE COMMON PLEAS
of Clearfield COUNTY**

Plaintiff

CIVIL ACTION - LAW

vs.

**ACTION OF MORTGAGE
FORECLOSURE**

Connie E. McFarland a/k/a Connie E. Mars
Mortgagor and Record Owner
RR 2 Box 35A
Cherry Tree, PA 15724

No.04-294-CD

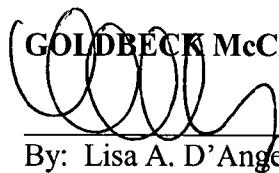
Defendant

CERTIFICATE OF SERVICE

Lisa A. D'Angeli, Esquire, hereby certifies that she did serve true and correct copy of Plaintiff's Petition for Leave to Sell Real Property Situated in Both Cambria and Cumberland Counties by first class mail, postage pre-paid upon the following on the date listed below:

Connie E. McFarland a/k/a Connie E. Mars
RR 2 Box 35A
Cherry Tree, PA 15724

Date: 7/13/04


GOLDBECK McCAFFERTY & McKEEVER
By: Lisa A. D'Angeli, Esquire

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

MORTGAGE ELECTRONIC REGISTRATION : COURT OF COMMON PLEAS
SYSTEMS INC. : CLEARFIELD COUNTY, PA
Plaintiff : NO: 04-294-CD
Vs. : PRAECIPE FOR WRIT OF EXECUTION
CONNIE E. MCFARLAND A/K/A CONNIE (MORTGAGE FORECLOSURE)
E. MARS
Defendant(s)

TO THE OFFICE OF THE PROTHONOTARY:

Please reissue the writ of execution in the above matter:

Amount Due	<u>\$53,044.77</u>
Interest from 06/01/2003 to sale	
date at \$8.01 per diem	
Total	Plus Costs


Joseph A. Goldbeck, Jr.
Suite 5000
Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
Attorney for Plaintiff

Note: Please attach description of property.

FILED

NOV 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

6 REISSUE WRIT TO SHAW

No. 04-294-CD, 2000 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

REISSUE PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff

Address: CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue, Northern Cambria, PA 15714

Where papers may be served

REISSUE WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 and RULE 2357

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA

Plaintiff

: NO: 04-294-CD

Vs.

CONNIE E. MCFARLAND A/K/A CONNIE
E. MARS

: WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Defendant(s)

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: RR 2 Box 35A Cherry Tree, PA 15724

(see attached legal description)

Amount Due	<u>\$53,044.77</u>
Interest from 06/01/2003 to sale date at \$8.01 per diem	<hr/>
Total	<hr/> and Costs
PROTHONOTARY COST.	132.00

as endorsed

Clerk


No. 04-294-CD, 2000 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS

REISSUE WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Connie E. MCFARLAND
Attorney for Plaintiff

Address: CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

Where papers may be served

GGLDBECK McCAFFERTY & MCKEEVER

BY: Joseph A. Goldbeck, Jr.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

Plaintiff

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
Mortgagor(s) and
Record Owner(s)

RR 2 Box 35A
Cherry Tree, PA 15724

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 04-294-CD

*FILED NO
64 3/14/2004
FEB 28 2005*

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

Personal Service by the Sheriff's Office/_____
Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
Certified mail by Sheriff's Office.
Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record
(proof of mailing attached).
Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment
attached).
Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

Premises was posted by Sheriff's Office/competent adult (copy of return attached).

Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).

Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified
Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been
made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S.
Section 4904.

Respectfully submitted,

Joseph A. Goldbeck
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

7160 3901 9848 3829 2893

TO: MCFARLAND, CONNIE E.
CONNIE E. MCFARLAND A/K/A
CONNIE E. MARS
RR 2 BOX 35A
CHERRY TREE, PA 15724

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
May 6, 2004

REFERENCE: MCFARLAND A/K/A CONNIE E. MARS,
3/4/05 CONNIE E. / CWD-3302
- Clearfield

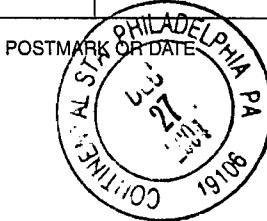
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

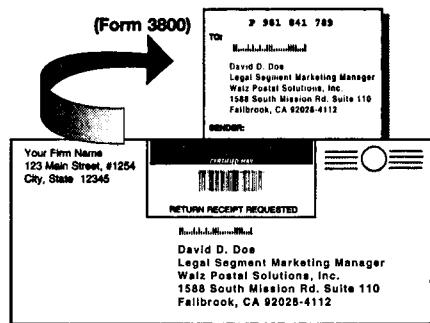
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

7160 3901 9848 3829 2886

TO: MCFARLAND, CONNIE E.
CONNIE E. MCFARLAND A/K/A
CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
May 6, 2004

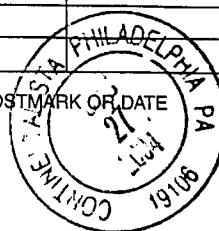
REFERENCE: MCFARLAND A/K/A CONNIE E. MARS,
3/4/05 CONNIE E. / CWD-3302
- Clearfield

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage
	Certified Fee
	Return Receipt Fee
	Restricted Delivery
	Total Postage & Fees

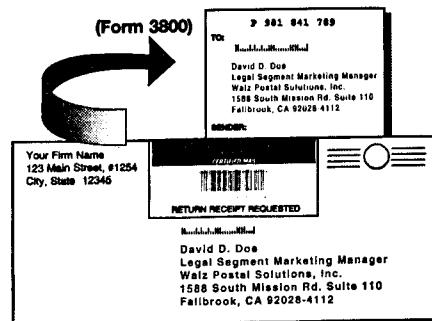
US Postal Service
Receipt for
Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS
POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND
CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

Name and Address of Sender

Check type of mail or service:

Affix Stamp Here

GOLDBECK
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532

Certified
 COD
 Delivery Confirmation
 Express Mail
 Insured
 Recorded Delivery (Internationally)
 Registered
 Return Receipt for Merchandise
 Signature Confirmation

(If issued as a certificate of mailing, or for additional copies of this bill)

Postmark and Date of Receipt _____

1.	Article Number
Addressee (Name, Street, City, State, & ZIP Code)	
PA DEPARTMENT OF PUBLIC WELFARE -	

2 _____
Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675
PAUL C.
RR 2 Box 35
Cherry Tree, PA 15724

DOMESTIC RELATIONS OF CLEARFIELD
COUNTY
230 E. Market Street
Clearfield, PA 16830

4. ROY D. LEAMER
RD #1
Hastings, PA 16646

COMMONWEALTH OF PA DEPT OF
REVENUE INHERITANCE TAX DIVISION
1131 Strawberry Square
6th Floor

Harrisburg, PA 17128
INTERNAL REVENUE SERVICE - SPECIAL
PROCEDURES BRANCH

6.
DEPARTMENT OF PUBLIC WELFARE
1001 Liberty Avenue
Thirteenth Floor, Suite 1300
Pittsburgh, PA 15222

7.
DEPARTMENT OF PUBLIC WEBSITE
Estate Recovery Program
PO Box 8486, Willow Oak Building
Harrisburg, PA 17105-8486

8. **TENANTS/OCCUPANT**
RR 2 Box 35A
Cherry Tree, PA 15724

Total Number of Pieces
Listed by Sender _____

Total Number of Pieces
Received at Post Office _____

Postmaster, Per (Name of receiving employee) _____

PS Form 3877, February 2002 (Page 1 of 2) Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

CWD-3302

CONNIE E. MCFARLAND A/K/A CONNIE E. MARSS

Clearfield

CASE # **PLAINTIFF**
98005-05 MORTGAGE ELECTRONIC 04-336 DEFENDANT
DATE **1/05/05** **MFARLAND, CONNIE**

AT 15:15 HRS. SERVED THE WRIT OF EXECUTION, NOTICE, AND LEVY
FORM UPON CONNIE E. MFARLAND A/K/A
CONNIE E. MARS BY HANDING A TRUE AND ATTESTED COPY THEREOF
TO HER PERSONALLY AT 1986 LOVELL AVE. NORTHERN CAMBRIA, PA.
AND MAKING CONTENTS THEREOF KNOWN TO HER. MY COSTS PAID BY
ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS **34.29**
PROTHONOTARY **3.00**
TOTAL COSTS **37.29**

SO ANSWERS,
Bob Kolar
BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 7TH DAY OF JAN. 05.
PROTHONOTARY Patty Berkman.

YATATOMONTOA
MAC 30 YAD YAD SHIT TO BELOVE WE SHIT DVA DVA MOSA

BOB KORG'S SHAKES

STROS COAT	31.50	STROS COAT	20.00
YATATOMONTOA	3.00		
STROS COAT	34.50		

YATATOMONTOA
VND NVKING CONNIE'S SHAKES KNOWS TO HEM' MA COAT'S YAD VA
TO HEM' YATATOMONTOA TA TEE GOLETT VAE' HOKIMENH CUMBKIV' LV.
CONNIE E' NVK'S VA HUNDING A TEE VND VILERIED COAT YATATOMONTOA
CONN PBO CONNIE E' NCLEVNGVND V\K\A
TA TEE TEE NVK'S REBAED THE ABIL OF EXECUTION' POLICE' VND GEAL

DATE 7/18/82
200002-02
CV2E 9
EMPLOYEE SPECIALOMIC 04-320
YATATOMONTOA

NCLEVNGVND' CONNIE
DELENDVND

GOLDBECK McCAFFERTY & MCKEEVER

BY: Joseph A. Goldbeck, Jr.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC.
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

CONNIE E. MCFARLAND A/K/A CONNIE E.
MARS
Mortgagor(s) and Record Owner(s)

RR 2 Box 35A
Cherry Tree, PA 15724

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 04-294-CD

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RR 2 Box 35A
Cherry Tree, PA 15724

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

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

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

CONNIE E. MCFARLAND A/K/A CONNIE E. MARS
1906 Lovell Avenue
Northern Cambria, PA 15714

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

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

ROY D. LEAMER
RD #1
Hastings, PA 16646

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

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

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

COMMONWEALTH OF PA DEPT OF REVENUE INHERITANCE TAX DIVISION
1131 Strawberry Square
6th Floor
Harrisburg, PA 17128

INTERNAL REVENUE SERVICE - SPECIAL PROCEDURES BRANCH
1001 Liberty Avenue
Thirteenth Floor, Suite 1300
Pittsburgh, PA 15222

DEPARTMENT OF PUBLIC WELFARE
Estate Recovery Program
PO Box 8486, Willow Oak Building
Harrisburg, PA 17105-8486

TENANTS/OCCUPANTS
RR 2 Box 35A
Cherry Tree, PA 15724

MCINTOSH DECEASED, THE ESTATE OF PAUL C.
RR 2 Box 35
Cherry Tree, PA 15724

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: December 27, 2004


GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff