

04-1060-CD
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
VS JEROME MICK, et al

Netbank vs Jerome Mick et al
2004-1060-CD

Date: 03/16/2006

Clearfield County Court of Common Pleas

User: LBENDER

Time: 11:06 AM

ROA Report

Page 1 of 2

Case: 2004-01060-CD

Current Judge: Paul E. Cherry

Mortgage Electronic Registration Systems, Inc. vs. Jerome Mick, Lisa I. Mick

Mortgage Foreclosures

Date		Judge
07/14/2004	✓ Filing: Civil Complaint Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1882775 Dated: 07/14/2004 Amount: \$85.00 (Check) Property is located in Bigler Township, Clearfield County, PA. Two CC Sheriff	No Judge
08/06/2004	✓ Sheriff Return, NOW July 22, 2004, Complaint in Mortgage Foreclosure, served on Jerome Mick and Lisa I. Mick. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
08/31/2004	✓ Filing: Judgment Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1885603 Dated: 08/31/2004 Amount: \$20.00 (Check) Filed by s/Daniel Schmieg. In Rem Judgment entered in the amount of \$112,509.13. 1CC & Notice to Defs. Statement to Atty.	No Judge
	✓ Filing: Writ of Execution / Possession Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1885603 Dated: 08/31/2004 Amount: \$20.00 (Check) Writ issued in the amount of \$112,509.13. Filed by s/Daniel Schmieg, Esq. 1CC & 6 Writs w/prop desc. to Shff.	No Judge
09/13/2004	✓ Praeipce for In Rem Judgment For Failure to Answer and Assessment of Damages, Notice of Judgement, addressed to Lisa Mick returned "Attempted Not Known".	No Judge
01/03/2005	✓ Affidavit Pursuant to Rule 3129.1 and Return of Service Pursuant to Pa. R.C.P. 405 of Notice of Sale, filed by s/ Daniel G. Schmieg, Esquire.	No Judge
	✓ Affidavit of Service filed, on the 20th of Dec., 2004, Notice of Sheriff's Sale served upon Defendants Jerome Mick and Lisa I. Mick, filed by Joseph G. Stich. Filed by s/ Daniel G. Schmieg, Esquire. No CC	No Judge
05/25/2005	✓ Sheriff Return filed. Writ Returned, 5/25/2005. NOT SOLD. So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Butler-Aughenbaugh.	No Judge
06/29/2005	✓ Filing: Praeipce For Writ of Execution Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1903783 Dated: 06/29/2005 Amount: \$20.00 (Check) Judgment Amount: \$112,509.13 Filed by s/ Daniel G. Schmieg, Esquire. 1CC & 6 Writs to Shff	No Judge
11/30/2005	✓ Motion for Service of Notice of Sale Pursuant to Special Order of Court, filed by Atty. Schmieg 1 Cert. to Atty.	No Judge
12/06/2005	✓ Order, NOW, this 5th day of Dec., 2005, the Plaintiff is granted leave to serve the Notice of Sale upon Defendant by publication. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Schmieg	Fredric Joseph Ammerman
01/27/2006	✓ Plaintiff's Motion to Reassess Damages, filed by s/ Michele M. Bradford Esq. No CC.	No Judge
	✓ Order NOW, this 26th day of January, 2006, upon consideration of Plaintiff's Motion to Reassess Damage, a Rule is hereby issued upon the Defendants' to Appear and Show Cause why the Motion should not be granted. Argument be and is hereby scheduled for the 22nd day of march 2006, at 10:00 a.m. in Courtroom No. 2. BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Hallinan, 1CC deft. J. Mick at 205 Friendship Mine Road., RR 1 Box 401 A, Houtzdale, PA 16651 and 1CC deft. L. Mick at PO Box 53, Morann, PA 16663.	Paul E. Cherry

Date: 03/16/2006

Clearfield County Court of Common Pleas

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ROA Report

Page 2 of 2

Case: 2004-01060-CD

Current Judge: Paul E. Cherry

Mortgage Electronic Registration Systems, Inc. vs. Jerome Mick, Lisa I. Mick

Mortgage Foreclosures

Date		Judge
02/01/2006	✓ Returned mail, remailed to Jerome Mick at Rt. 2007, Houtzdale, PA 16651 and 330 Centennial Alley, Houtzdale, PA 16651, order dated January 26, 2006.	No Judge
02/02/2006	✓ Certificate of Service, filed. That a true and correct copy of our Motion to Reassess Damages noting a Rule Return date of March 22, 2006 has been served on Jerome Mick and Lisa I Mick, filed by s/ Michele M. Bradford Esq. NO CC.	No Judge
02/22/2006	✓ Motion For Equitable Conversion to Real Property, filed by s/ Michele M. Bradford, Esquire. No CC	No Judge
03/03/2006	✓ Order, NOW, this 27th day of Feb., 2006, upon consideration of Plaintiff's Motion for Equitable Conversion to Real Property filed in the above matter, Ordered that a hearing has been scheduled for the 22nd day of March, 2006, at 10:00 a.m. in Courtroom No. 2. By The Court, /s/ Paul E. Cherry, Judge. 3CC Atty. Bradford	Paul E. Cherry
03/13/2006	Certificate of Service, filed. That true and correct copies of the Court Order dated February 27, 2006 were served on Jerome Mick and Lisa Mick, filed by s/ Michele M. Bradford Esq. No CC.	No Judge

motion filed as of 3-16-06

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQ., Id. No. 12248

LAWRENCE T. PHELAN, ESQ., Id. No. 32227

FRANCIS S. HALLINAN, ESQ., Id. No. 62695

ONE PENN CENTER PLAZA, SUITE 1400

PHILADELPHIA, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 04-1060-CD

v.

CLEARFIELD COUNTY

JEROME MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

FILED

JUL 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

LISA I. MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

PRINCIPAL RESIDENTIAL MORTGAGE, INC.
711 HIGH STREET
DES MOINES, IA 50392

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

JEROME MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LISA I. MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

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

3. On 3/19/03 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument # 200304707.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$107,990.20
Interest	3,076.80
02/01/2004 through 07/09/2004 (Per Diem \$19.23)	
Attorney's Fees	850.00
Cumulative Late Charges	105.09
03/19/2003 to 07/09/2004	
Cost of Suit and Title Search	<u>\$ 750.00</u>
Subtotal	\$ 112,772.09
Escrow	
Credit	-1,205.23
Deficit	0.00
Subtotal	<u>\$- 1,205.23</u>
TOTAL	\$ 111,566.86

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 111,566.86, together with interest from 07/09/2004 at the rate of \$19.23 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post near corner of lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South 30° 30' East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15° 15' East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66° East two hundred eighty-nine and five tenths (289.5') feet to a post; thence along same land North 45° 15' West, two hundred sixty-five (265') feet to a post; thence along same land North 42° West, three hundred ninety-four (394') feet to a post; thence along same land South 85° 30' West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1° 30' East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: BEGINNING at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; thence along same land South 7° 30' East, one hundred sixty-five and eight tenths (165.8') feet to a post; thence along same land South 74° West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post; thence along same alley North 41° West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre.

The above described two parcels of land consisting of some three and one-tenth (3.1) acres.

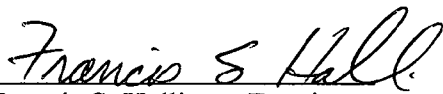
BEING the same premises conveyed to Michael C. Moscollic and Ann S. Moscollic, husband and wife, by Deed of Anthony J. Pino and Irene R. Pino, husband and wife, dated August 27, 1975, and recorded in the Recorder of Deeds of Clearfield County at Deed Book Volume 707, Page 004. Michael C. Moscollic died on July 24, 1996, with this vesting full ownership of the herein described premises to Ann S. Moscollic as a matter of law.

PREMISES BEING: 205 FRIENDSHIP MINE ROAD, A/K/A RRI BOX 401A.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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


Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 7-9-04

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATON SYSTEMS INC

Sheriff Docket # 15954

VS.

04-1060-CD

MICK, JEROME & LISA I.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 22, 2004 AT 9:35 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEROME MICK, DEFENDANT AT RESIDENCE, 205 FRIENDSHIP MINE ROAD A/K/A RR#1 BOX 401A, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEROME MICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JULY 22, 2004 AT 10:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LISA I. MICK, DEFENDANT AT CLEARFIELD COUNTY JAIL, 115 21st ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA MICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
53.00	SHERIFF HAWKINS PAID BY: ATT CK# 364526
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

Leth Day Of *August* 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

Chester A. Hawkins

Sheriff

FILED

018:50801
AUG 06 2004

WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

No. ~~11-11-6-0260120~~
04-1060-CD

vs.

JEROME MICK
LISA I. MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1
BOX 401A
HOUTZDALE, PA 16651

FILED *App'd. 8/30/04*
m/10:21/04
AUG 31 2004 *rec'd. to Defs.*
William A. Shaw *Statement*
Prothonotary/Clerk of Courts *to Att'y*

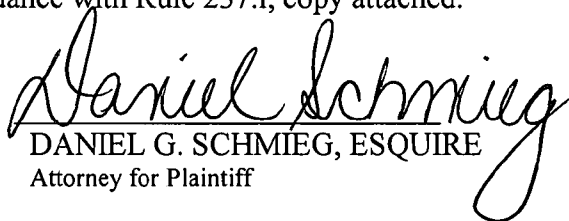
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JEROME MICK and LISA I. MICK, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

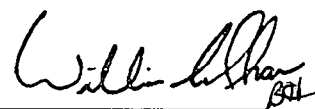
As set forth in Complaint	\$111,566.86
Interest (7/10/04 to 8/27/04)	<u>942.27</u>
TOTAL	\$112,509.13

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 31, 2004


PRO PROTHY

JLP

FEDERMAN AND PHELAN, LLP
FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

JEROME MICK : NO. 04-1060-CD
LISA I. MICK

Defendants

TO: JEROME MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401 A
HOUTZDALE, PA 16651

FILE COPY

DATE OF NOTICE: AUGUST 12, 2004

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

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

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

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

FEDERMAN AND PHELAN, LLP
FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

JEROME MICK : NO. 04-1060-CD

LISA I. MICK

Defendants

TO: LISA I. MICK
HOUTZDALE CORRECTIONAL FACILITY
STATE ROUT 2007
HOUTZDALE, PA 16651

FILE COPY

DATE OF NOTICE: AUGUST 12, 2004

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

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

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

FEDERMAN AND PHELAN, LLP

By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. CLEARFIELD COUNTY

No.: 11-11-6-0260120

vs.

JEROME MICK

LISA I. MICK

VERIFICATION OF NON-MILITARY SERVICE

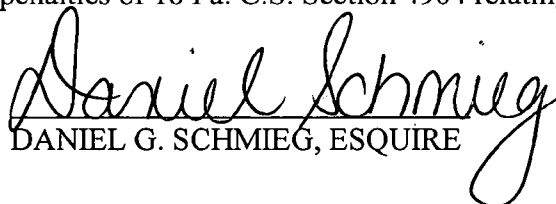
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, JEROME MICK, is over 18 years of age, and resides at 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651 .

(c) that defendant, LISA I. MICK, is over 18 years of age, and resides at HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007, HOUTZDALE, PA 16651.

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


DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Plaintiff

No.: 11-11-6-0260120

vs.


JEROME MICK
LISA I. MICK

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on August 31, 2004.

By: _____ DEPUTY

If you have any questions concerning this matter please contact:


DANIEL G. SCHMIEG, ESQUIRE
Attorney or Party Filing
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Mortgage Electronic Registration Systems, Inc.
Plaintiff(s)

No.: 2004-01060-CD

Real Debt: \$112,509.13

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jerome Mick
Lisa I. Mick
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: August 31, 2004

Expires: August 31, 2009

Certified from the record this 31st day of August, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

vs.

**JEROME MICK
LISA I. MICK**

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

04-1060-CD
No. ~~11-11-6-0260120~~

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$112,509.13

Interest from 8/27/04 to
Date of Sale (\$18.49 per diem)

and Costs.
125.00 Prothonotary costs
Daniel Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

JLP

E6K
FILED *Aug pd. 20.00*
010:39/01
AUG 31 2004 *ICC (Lewis)/*
prop descr. to
William A. Shaw
Prothonotary/Clerk of Courts *SHF*

No. 11-11-6-0260120

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

vs.

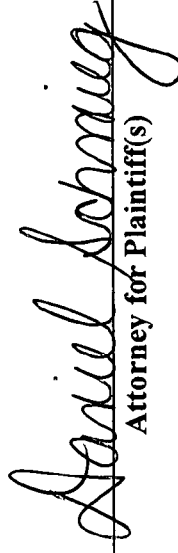
JEROME MICK
LISA I. MICK

William A. Shaw
Prothonotary/Clerk of Courts

AUG 3 1 2004

FILED

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)


Attorney for Plaintiff(s)

Address: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651
HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007,
HOUTZDALE, PA 16651

Where papers may be served.

CLEARFIELD COUNTY

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

No.: 11-11-6-0260120

vs.

JEROME MICK
LISA I. MICK

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, 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 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651:

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

JEROME MICK

205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LISA I. MICK

HOUTZDALE CORRECTIONAL FACILITY STATE
STATE ROUTE 2007
HOUTZDALE, PA 16651

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

SAME AS ABOVE

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

August 26, 2004

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

CLEARFIELD COUNTY

No.: 11-11-6-0260120

vs.

JEROME MICK
LISA I. MICK

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, 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 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	---

None.

5. Name and address of every other person who has any record lien on the property:

Name

Last Known Address (if address cannot be
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

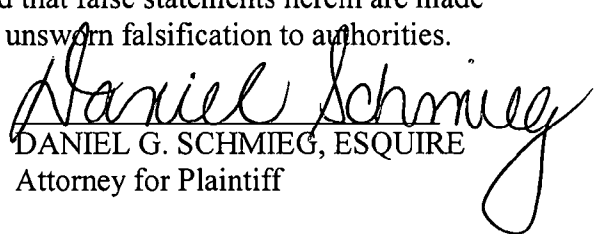
Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant
BOX 401A

205 FRIENDSHIP MINE ROAD A/K/A RR1
HOUTZDALE, PA 16651

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

August 26, 2004

FEDERMAN AND PHELAN, LLP
By: DANIEL G. SCHMIEG, ESQUIRE
ONE PENN CENTER AT
SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

No.: 11-11-6-0260120

vs.

CLEARFIELD COUNTY

JEROME MICK
LISA I. MICK

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

COPY

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: ⁰⁴⁻¹⁰⁶⁰⁻⁰³
11-11-6-0260120

JEROME MICK
LISA I. MICK

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651

(See legal description attached.)

Amount Due \$112,509.13

Interest from 8/27/04 to \$
Date of Sale (\$18.49 per diem)

Total \$ Plus costs as endorsed.

125.00 Prothonotary Costs
Willi L. Hays

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated August 31, 2004
(SEAL)

By:

Deputy

JLP

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 11-11-6-0260120

**In the Court of Common Pleas of
Clearfield County, Pennsylvania**

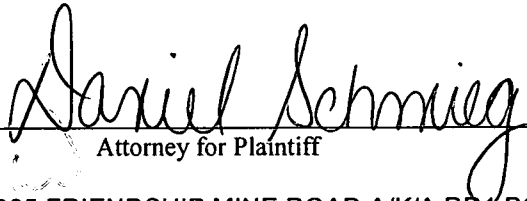
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

JEROME MICK
LISA I. MICK

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$112,509.13</u>
Int. from 8/27/04 to Date of Sale (\$18.49 per diem)	<u> </u>
Costs	<u> </u>
Prothy. Pd.	<u>125.00</u>
Sheriff	<u> </u>


Attorney for Plaintiff

Address: 205 FRIENDSHIP MINE ROAD A/K/A RRY BOX 401A, HOUTZDALE,

PA 16651

HOUTZDALE, PA 16651

HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007,

Where papers may be served.

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

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a post near corner of lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South 30° 30' East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15° 15' East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66° East two hundred eighty-nine and five tenths (289.5') feet to a post; thence along same land North 45° 15' West, two hundred sixty-five (265') feet to a post; thence along same land North 42° West, three hundred ninety-four (394') feet to a post; thence along same land South 85° 30' West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1° 30' East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: Beginning at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; thence along same land South 7° 30' East, one hundred sixty-five and eight tenths (165.8') feet to a post; thence along same land South 74° West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post, thence along same alley North 41° West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre.

THE above described two parcels of land consisting of some three and one-tenth (3.1) acres.

Map #103-L13-53.

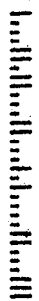
TITLE TO SAID PREMISES IS VESTED IN Jerome Mick and Lisa I. Mick, husband and wife by Deed from Ann S. Moscollic, a widow dated 1/19/1999 and recorded 1/19/1999, in Instrument #199900744.

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830



LISA I. MICK

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



EGK
FILED
3/11/36/1
SEP 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

No.: ~~11-11-6-0260120~~
04-1060-CD

vs.

JEROME MICK
LISA I. MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1
BOX 401A
HOUTZDALE, PA 16651

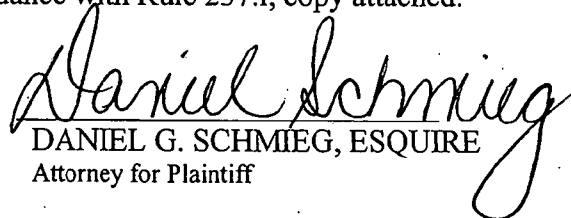
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JEROME MICK and LISA I. MICK, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$111,566.86
Interest (7/10/04 to 8/27/04)	<u>942.27</u>
TOTAL	\$112,509.13

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 31, 2004

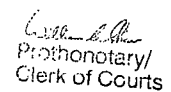

PRO PROTHY

JLP

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

AUG 31 2004

Attest.


Prothonotary/
Clerk of Courts

7
FEDERMAN AND PHELAN, LLP
FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

JEROME MICK : NO. 04-1060-CD

LISA I. MICK

Defendants

TO: JEROME MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401 A
HOUTZDALE, PA 16651

FILE COPY

DATE OF NOTICE: AUGUST 12, 2004

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

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

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

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

FEDERMAN AND PHELAN, LLP
FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

JEROME MICK : NO. 04-1060-CD
LISA I. MICK

Defendants

TO: LISA I. MICK
HOUTZDALE CORRECTIONAL FACILITY
STATE ROUT 2007
HOUTZDALE, PA 16651

FILE COPY

DATE OF NOTICE: AUGUST 12, 2004

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

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

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

PENNSYLVANIA LAWYER REFERRAL
SERVICE
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100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

FEDERMAN AND PHELAN, LLP
By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. CLEARFIELD COUNTY

No.: 11-11-6-0260120

vs.

JEROME MICK
LISA I. MICK

VERIFICATION OF NON-MILITARY SERVICE

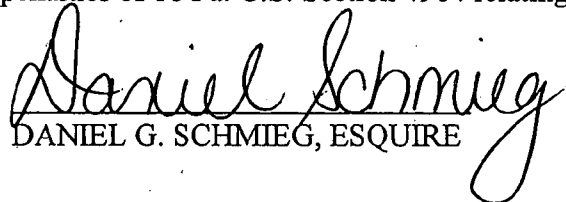
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, JEROME MICK, is over 18 years of age, and resides at 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651 .

(c) that defendant, LISA I. MICK, is over 18 years of age, and resides at HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007, HOUTZDALE, PA 16651.

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


DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Plaintiff

No.: 11-11-6-0260120

vs.

JEROME MICK
LISA I. MICK

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on August 31, 2004.

By: Willie L. L. L. DEPUTY

If you have any questions concerning this matter please contact:

Daniel Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney or Party Filing
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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

SALE DATE: 2/4/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

No.: 04-1060-CD

vs.

JEROME MICK
LISA I. MICK

FILED

JAN 03 2005 ⁶¹²

m/
William A. Shaw
Prothonotary/Clerk of Courts

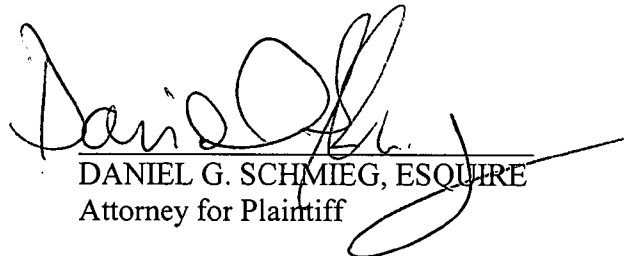
**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at:

205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

CLEARFIELD COUNTY

No.: 04-1060-CD

vs.

JEROME MICK
LISA I. MICK

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, 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 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651:

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

JEROME MICK

205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

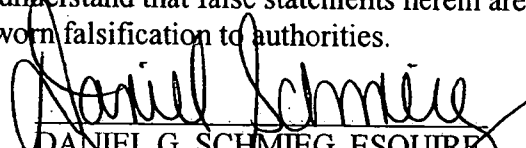
LISA I. MICK

HOUTZDALE CORRECTIONAL FACILITY STATE
STATE ROUTE 2007
HOUTZDALE, PA 16651

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

SAME AS ABOVE

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

September 7, 2004

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

CLEARFIELD COUNTY

No.: 04-1060-CD

vs.

JEROME MICK
LISA I. MICK

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651:

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

Name

Last Known Address (if address cannot be reasonably
ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be reasonable
ascertained; please indicate)

None.

5. Name and address of every other person who has any record lien on the property:

Name

Last Known Address (if address cannot be
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Commonwealth of Pennsylvania
Department of Welfare

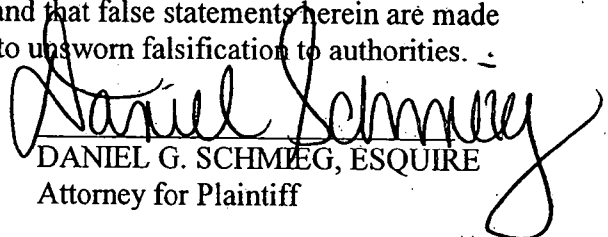
PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant
BOX 401A

205 FRIENDSHIP MINE ROAD A/K/A RR1

HOUTZDALE, PA 16651

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

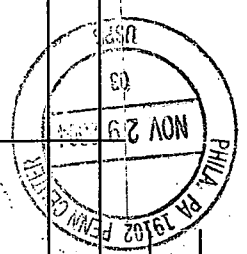

DANIEL G. SCHMEG, ESQUIRE
Attorney for Plaintiff

September 7, 2004

Name and Address of Sender
 FEDERMAN AND PHELAN, LLP
 One Penn Center at Suburban Station
 Philadelphia, PA 19103-1814
 Suite 1400
 SANDRA COOPER/LLP

Line	Article Number	Name of Addressee, Street, and Post Office Address	Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.
1	JEROME MICK	Tenant/Occupant, 205 FRIENDSHIP MINE ROAD A/K/A RRI BOX 401A, HOUTZDALE, PA 16651			
2	006208775-4	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830			
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105			
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.	

UNITED STATES POSTAGE
 02 1A
 0004300377
 NOV 29 2004
 MAILED FROM ZIP CODE 19103
 \$00.90
 PITNEY BOWES



AFFIDAVIT OF SERVICE

PLAINTIFF
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

CLEARFIELD COUNTY

F&P. #95071

DEFENDANT
JEROME MICK
LISA I. MICK

COURT NO.: 04-1060-CD

SERVE JEROME MICK AT:
330 CENTENNIAL ALLEY
HOUTZDALE, PA 16651

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: FEBRAURY 4, 2005

SERVED

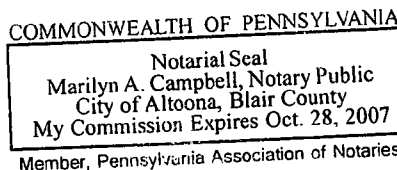
Served and made known to JEROME MICK, Defendant on the 20th day of DECEMBER, 200 4, at 6:05 o'clock P. M., at 330 CENTENNIAL ALLEY, Commonwealth of Pennsylvania, in the manner described below: HOUTZDALE, PA 16651

- ☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s).
 Relationship is _____.
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
☐ _____ an officer of said Defendant's company.
☐ Other: _____.

Description: Age 48 Height 5'7 Weight 175 Race W Sex M Other _____

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

Sworn to and subscribed
 before me this 22nd day
 of December, 200 4.



Notary:

Marilyn A. Campbell

By:

Joseph G Stich

NOT SERVED

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

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

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

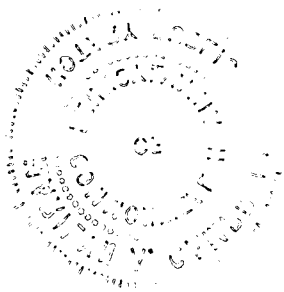
By:

Notary:

FILED

66 JAN 03 2005
William A. Shaw
 Prothonotary/Clerk of Courts
wa 46

ATTORNEY FOR PLAINTIFF
DANIEL G. SCHMIEG, ESQUIRE
 I.D.#62205
 One Penn Center at Suburban Station
 1617 John F. Kennedy Blvd., Suite 1400
 Philadelphia, PA 19103-1814
 (215) 563-7000



FILED
JAN 03 2005
William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

PLAINTIFF
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

CLEARFIELD COUNTY

F&P. #95071

DEFENDANT
JEROME MICK
LISA I. MICK

COURT NO.: 04-1060-CD

SERVE LISA I. MICK AT:
330 CENTENNIAL ALLEY
HOUTZDALE, PA 16651

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: FEBRUARY 4, 2005

SERVED

Served and made known to LISA I. MICK, Defendant on the 20th day of DECEMBER, 200 4, at 6:05 o'clock P. M., at 330 CENTENNIAL ALLEY HOUTZDALE PA, 16651, Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant personally served.
☒ Adult family member with whom Defendant(s) reside(s).
 Relationship is HUSBAND.
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
☐ _____ an officer of said Defendant's company.
☒ Other: PERSONALLY SERVED TO JEROME MICK, LISA MICK WAS NOT HOME AT THE TIME.

Description: Age 48 Height 5'7 Weight 175 Race W Sex M Other _____

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

Sworn to and subscribed
 before me this 22nd day
 of December, 200 4.

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

Notary:

By:

Marilyn A. Campbell

Joseph G. Stich

NOT SERVED

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

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

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

By:

Notary:

ATTORNEY FOR PLAINTIFF
DANIEL G. SCHMIEG, ESQUIRE
I.D.#62205
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

FILED

JAN 03 2005

William A. Shaw
 Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20007
NO: 04-1060-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: JEROME MICK AND LISA I. MICK

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/31/2004

LEVY TAKEN 11/30/2004 @ 9:35 AM

POSTED 11/30/2004 @ 9:35 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 05/25/2005

DATE DEED FILED **NOT SOLD**

of **FILED**
01/10:53 AM
MAY 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

01/22/2005 @ 6:05 PM SERVED JEROME MICK

SERVED PERSONALLY BY THE ATTORNEY ON DECEMBER 20, 2004.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

01/20/2005 @ 6:05 PM SERVED LISA I. MICK

ATTORNEY OFFICE SERVED JEROME MICK, FOR DEFENDANT LISA MICK AT RESIDENCE ON 12/20/2004.
SHERIFF'S OFFICE MAILED REG. & CERT TO LISA MICK AT RESIDENCE, RETURNED UNCLAIMED JANUARY 21,

@ SERVED

NOW, FEBRUARY 2, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE TO MAY 6, 2005.

01/20/2005 @ SERVED JEROME MICK

SERVED JEROME MICK, DEFENDANT, BY REG. AND CERT MAIL TO 330 CENTENNIAL ALLEY, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70033110000193800367

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

@ SERVED

NOW, FEBRUARY 24, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE AND RETURN WRIT TO PROTHONOTARY'S OFFICE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20007
NO: 04-1060-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: JEROME MICK AND LISA I. MICK


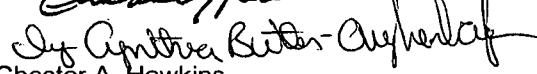
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$232.68

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

04-1060-CD
NO.: 11-11-6-0260120

JEROME MICK
LISA I. MICK

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651

(See legal description attached.)

Amount Due

\$112,509.13

Interest from 8/27/04 to

\$ _____

Date of Sale (\$18.49 per diem)

Total

\$ _____ Plus costs as endorsed.

125.00 Prothonotary Costs
William L. Lister
Prothonotary

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated August 31, 2004

(SEAL)

-By:

Deputy

JLP

Received August 31, 2004 @ 3:00 P.M.
Chester A. Haulkins
Esq. Committee Member - Clearfield County

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 11-11-6-0260120

**In the Court of Common Pleas of
Clearfield County, Pennsylvania**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

VS.

JEROME MICK
LISA I. MICK

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

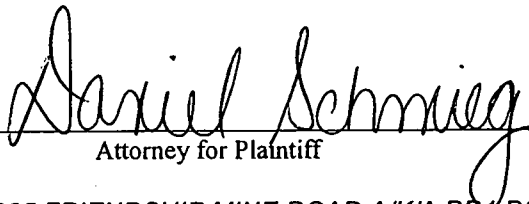
Real Debt \$112,509.13

Int. from 8/27/04 _____
to Date of Sale (\$18.49 per diem)

Costs _____

Prothy. Pd. 125.00

Sheriff _____


Attorney for Plaintiff

Address: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE,

PA 16651

HOUTZDALE, PA 16651

HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007,

Where papers may be served.

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

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a post near corner of lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South 30° 30' East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15° 15' East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66° East two hundred eighty-nine and five tenths (289.5') feet to a post; thence along same land North 45° 15' West, two hundred sixty-five (265') feet to a post; thence along same land North 42° West, three hundred ninety-four (394') feet to a post; thence along same land South 85° 30' West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1° 30' East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: Beginning at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; thence along same land South 7° 30' East, one hundred sixty-five and eight tenths (165.8') feet to a post; thence along same land South 74° West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post, thence along same alley North 41° West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre.

THE above described two parcels of land consisting of some three and one-tenth (3.1) acres.

Map #103-L13-53.

TITLE TO SAID PREMISES IS VESTED IN Jerome Mick and Lisa I. Mick, husband and wife by Deed from Ann S. Moscollic, a widow dated 1/19/1999 and recorded 1/19/1999, in Instrument #199900744.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JEROME MICK

NO. 04-1060-CD

NOW, May 24, 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 May 06, 2005, I exposed the within described real estate of Jerome Mick And Lisa I. Mick to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.50
LEVY	15.00
MILEAGE	13.50
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$232.68

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	112,509.13
INTEREST @ 18.4900	4,659.48
FROM 08/27/2004 TO 05/06/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$117,208.61
--------------------------------	---------------------

COSTS:

ADVERTISING	424.38
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	232.68
LEGAL JOURNAL COSTS	250.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS	\$1,172.06
--------------------	-------------------

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

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

2. Print your name and address on the reverse so that we can return the card to you.

3. Attach this card to the back of the mailpiece or on the front if space permits.

Article Addressed to: **Jerome Mick**
330 Centennial Alley
Houtzdale, PA 16651

2. Article Number (Transfer from service label): **7003 3110 0001 9380 0367**

PS Form 38-117 August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name): **Jerome Mick** C. Date of Delivery: **1/20/05**

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

3. Service Type: ☐ Certified Mail ☐ Express Mail ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Signature Required ☐ Restricted Delivery (Extra fee) ☐ Postage

4. Restricted Delivery (Extra fee): ☐ Yes ☐ No

PS Form 38-117 August 2001

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

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

OFFICIAL USE

Postage	\$ 40.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.65

0830 07 Postmark Here

01/18/2005

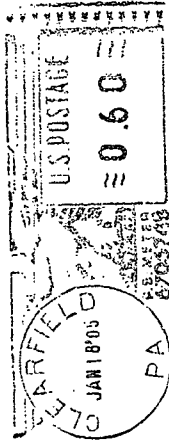
Sent To: **Jerome Mick**
 Street, Apt. No.: **330 Centennial Alley**
 or PO Box No.: _____
 City, State, ZIP+4: **Houtzdale, PA 16651**

PS Form 3800, June 2002 See Reverse for Instructions

7003 3110 0001 9380 0367



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

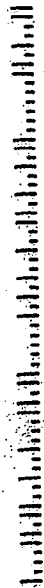


LISA I. MICK
330 CENTENNIAL ALLEY
HOUTZDALE, PA 16841

A ☐ INSUFFICIENT ADDRESS
C ☒ ATTEMPTED NOT KNOWN
S ☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
☐ UNABLE TO FORWARD

RTS
RETURN TO SENDER

16830-2485





CHESTER A. HAWKINS

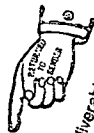
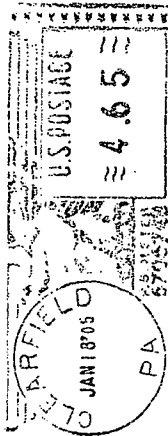
SHERIFF

COURTHOUSE

1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0350



- ☐ Not Deliverable As Addressed
☐ Unable To Forward
☐ Insufficient Address
☐ Moved, Left No Address
☐ Unclaimed ☐ Refused
☒ Attempted-Not Known
☐ No Such Street ☐ Number
☐ Vacant ☐ Illegible
☐ No Mail Receipt
☐ Box Closed, No Order
☐ Returned For Better Address
☐ Postage Due

LISA I. MICK
330 CENTENNIAL ALLEY
HOUTZDALE, PA 16651

Name _____
1st Notice _____
2nd Notice _____
Return _____

16830/2438

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Lisa I. Mick
330 Centennial Alley
Houtzdale, PA 16651

2. Article Number

(Transfer from service label)

7003 3110 0001 9380 0350

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

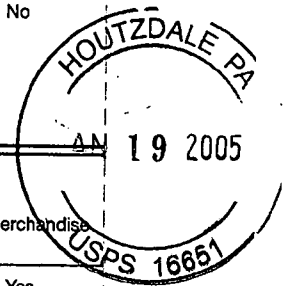
☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



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

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

OFFICIAL USE

HOUTZDALE PA 16651

Postage	\$ 40.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.65

0830

07

Postmark
Here

01/18/2005

Sent To Lisa I. Mick

Street, Apt. No.
or PO Box 330 Centennial Alley

City, State, ZIP+4 Houtzdale, PA 16651

PS Form 3800, June 2002

See Reverse for Instructions

0350 0380 0001 3110 7003

Federman and Phelan is now
Law Offices
PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Sandra.Cooper@fedphc.com

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

February 2, 2005

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. v. JEROME
MICK LISA I. MICK
No. 11-11-6-0260120
205 FRIENDSHIP MINE ROAD A/K/A RRI BOX 401A, HOUTZDALE, PA
16651

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is
scheduled for February 4, 2005.

The property is to be relisted for the May 6, 2005 Sheriff's Sale.

Very truly yours,

S.M.C.

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC: JEROME MICK 205 FRIENDSHIP MINE ROAD A/K/A RRI BOX 401A HOUTZDALE, PA 16651	LISA I. MICK HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007 HOUTZDALE, PA 16651
---	---

Fедerman and Phelan is now

Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

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

February 24, 2005

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. v. JEROME MICK
LISA I. MICK

No. 11-11-6-0260120

205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for May 6, 2005, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The Defendant (s) filed a Chapter 7 Bankruptcy (No. 05-701587) on 1/28/05.

Very truly yours,


Sandra CooperVIA TELECOPY (814) 765-5915

CC: JEROME MICK 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A HOUTZDALE, PA 16651	LISA I. MICK HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007 HOUTZDALE, PA 16651	PRINCIPAL RESIDENTIAL MORTGAGE, INC. Attn: Loan No: 006208775-4
--	--	--

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

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

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

vs.

No. 04-1060-CD

**JEROME MICK
LISA I. MICK**

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

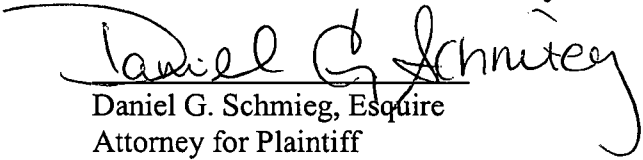
Amount Due

\$112,509.13

Interest from 5/27/05 to
Date of Sale (\$18.49 per diem)

and Costs.

145.00 **Prothonotary costs**


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

Note: Please attach description of Property.

KIO

FILED 1CC
m/12:49/621 Lewnts
JUN 29 2005 to Shff
Any pd.
William A. Shaw
Prothonotary/Clerk of Court 20.00
@

No. 04-1060-CD

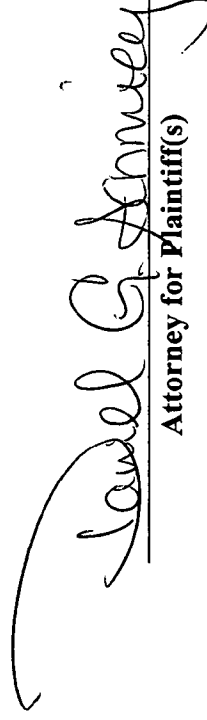
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

vs.

JEROME MICK
LISA I. MICK

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)


Attorney for Plaintiff(s)

Address: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651
HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007,
HOUTZDALE, PA 16651

Where papers may be served.

William A. Shaw
Prothonotary/Clerk of Courts

JUN 29 2005

FILED

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
ONE PENN CENTER AT
SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

No.: 04-1060-CD

vs.

CLEARFIELD COUNTY

JEROME MICK
LISA I. MICK

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

CLEARFIELD COUNTY
No.: 04-1060-CD

vs.

JEROME MICK
LISA I. MICK

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, 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 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651:

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

JEROME MICK

205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

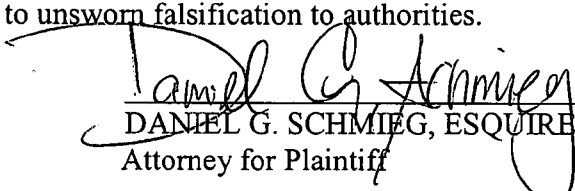
LISA I. MICK

HOUTZDALE CORRECTIONAL FACILITY STATE
ROUTE 2007
HOUTZDALE, PA 16651

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

SAME AS ABOVE

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

June 23, 2005

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

CLEARFIELD COUNTY

No.: 04-1060-CD

vs.

JEROME MICK
LISA I. MICK

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, 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 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	---

None.

5. Name and address of every other person who has any record lien on the property:

Name

Last Known Address (if address cannot be
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

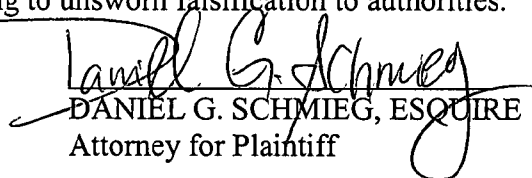
Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

205 FRIENDSHIP MINE ROAD A/K/A RR1
BOX 401A
HOUTZDALE, PA 16651

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

June 23, 2005

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

 **COPY**

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

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

vs.

NO.: 04-1060-CD

**JEROME MICK
LISA I. MICK**

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

**To satisfy the judgment, interest and costs in the above matter you are directed to levy
upon and sell the following described property (specifically described property below):**

**Premises: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA
16651**

(See legal description attached.)

Amount Due

\$112,509.13

Interest from 5/27/05 to
Date of Sale (\$18.49 per diem)

\$ _____

Total

\$ _____ Plus costs as endorsed.

145.00 **Prothonotary costs**

Dated 6/29/05
(SEAL)

**Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania**

By:

Deputy

KIO

19003

No. 04-1060-CD

**In the Court of Common Pleas of
Clearfield County, Pennsylvania**

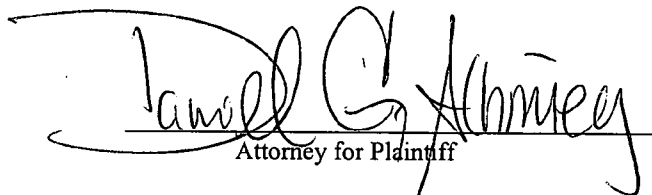
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

JEROME MICK
LISA I. MICK

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$112,509.13</u>
Int. from 5/27/05 to Date of Sale (\$18.49 per diem)	<u> </u>
Costs	<u> </u>
Prothy. Pd.	<u>145.00</u>
Sheriff	<u> </u>


Attorney for Plaintiff

Protonics Corp.

PA 16651

HOUTZDALE, PA 16651

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

Address: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE,

HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007,

Where papers may be served.

DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a post near corner of lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Rucl, South 30° 30' East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15° 15' East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66° East two hundred eighty-nine and five tenths (289.5') feet to a post; thence along same land North 45° 15' West, two hundred sixty-five (265') feet to a post; thence along same land North 42° West, three hundred ninety-four (394') feet to a post; thence along same land South 85° 30' West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1° 30' East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: Beginning at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; thence along same land South 7° 30' East, one hundred sixty-five and eight tenths (165.8') feet to a post; thence along same land South 74° West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post, thence along same alley North 41° West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre.

THE above described two parcels of land consisting of some three and one-tenth (3.1) acres.

Map #103-L13-53.

TITLE TO SAID PREMISES IS VESTED IN Jerome Mick and Lisa I. Mick, husband and wife by Deed from Ann S. Moscollic, a widow dated 1/19/1999 and recorded 1/19/1999, in Instrument #199900744.

Premises: 205 friendship Mine Road A/K/A RR1 Box 401 A , Houtzdale, PA 16651

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Plaintiff

v.

LISA I. MICK

Defendants

CIVIL DIVISION

NO. 04-1060-CD

ORDER

AND NOW, this ____ day of _____, 2005, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **LISA I. MICK**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to **205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651**.

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

BY THE COURT:

J.

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Plaintiff

v.

LISA I. MICK

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 04-1060-CD

FILED

NOV 30 2005

W/11:30 am
William A. Shaw
Prothonotary

sent to Att

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for an Order directing service of the Notice of Sale upon the above-captioned Defendants, **LISA I. MICK**, by certified mail and regular mail to 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651, and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **FEBRUARY 3, 2006**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.
3. Attempts to serve Defendants with the Notice of Sale have been unsuccessful, as


indicated by the Returns of Service attached hereto as Exhibit "A".

4. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendants. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651 .

PHELAN HALLINAN & SCHMIEG, LLP

By:


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

MORTGAGE ELECTRONIC REGISTRATION *
SYSTEMS INC., *

Plaintiff *

vs. *

NO. 04-1060-CD *

LISA I. MICK, *

Defendant *

ORDER

NOW, this 5th day of December, 2005, the Plaintiff is granted leave to serve the Notice of Sale upon Defendant, **Lisa I. Mick**, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting a copy of the Notice at the mortgaged premises, 205 Friendship Mine Road a/k/a RR 1, Box 401A, Houtzdale, PA 16651.

Service of the aforementioned mailings and publication of the Notice of Sale is to be done by Plaintiff's Attorney, who will file with the Prothonotary's Office an Affidavit of Service and Proof of Publication.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 3cc
09:58 AM
DEC 06 2005
Atty Schmieg
CP

William A. Shaw
Prothonotary/Clerk of Courts

Bonnie,
Please just
file until
after aug.
an 3/22
TXR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

Plaintiff

: Court of Common Pleas

: Civil Division

: No. 04-1060-CD

vs.

Jerome Mick
Lisa I. Mick
205 Friendship Mine Road,
a/k/a RR1 Box 401A
Houtzdale, PA 16651

Defendants

ORDER

AND NOW, this _____ day of _____, 2006, upon consideration of Plaintiff's Motion for Equitable Conversion and any response thereto, it is hereby ORDERED and DECREED that the dwelling at 205 Friendship Mine Road, a/k/a RR1 Box 401A, Houtzdale, PA 16651 with a tax control number of 103089965, map number 1030L1300000053, is equitably converted to real estate by way of this motion, and not subject to separation from land, and it is

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this order for recording.

BY THE COURT:

J.

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Mortgage Electronic Registration Systems, Inc.

Plaintiff

vs.

Jerome Mick
Lisa I. Mick

Defendants

FILED No. 00.
10/11/11 cm
ATTORNEY FOR PLAINTIFF
JAN 27 2006

William A. Shaw
Prothonotary

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 04-1060-CD

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on July 14, 2004, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on August 27, 2004 in the amount of \$112,509.13. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. A Sheriff's Sale of the mortgaged property at 205 Friendship Mine Road, a/k/a RR1 BOX 401A, Houtzdale, PA 16651 (hereinafter the "Property") was postponed or stayed for the following reasons:
 - a) The Defendants filed a Chapter 7 Bankruptcy at docket number 05-70158 on January 28, 2005. The Bankruptcy was dismissed by order of court dated June 6, 2005. A true and correct copy of the Bankruptcy Court Order is attached hereto, made part hereof, and marked as Exhibit "C".
4. The Property is listed for Sheriff's Sale on February 3, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.
5. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	107,990.20
Interest Through 2/2/06	14,077.26
Per Diem \$19.23	
Late Charges	663.65
Legal fees	1,875.00
Cost of Suit and Title	1,997.50
Sheriff's Sale Costs	2,094.12
Property Inspections	493.00
Appraisal/BPO	0.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>4,241.08</u>

TOTAL	\$133,431.81
--------------	---------------------

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

Date: 1/24/06

Phelan Hallinan & Schmieg, LLP

By: Michele M. Bradford
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

RECEIVED

: Clearfield County

JAN 25 2006

: No. 04-1060-CD

Jerome Mick
Lisa I. Mick

Defendants

COURT ADMINISTRATOR'S
OFFICE

**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFF'S MOTION TO REASSESS DAMAGES**

I. BACKGROUND OF CASE

Defendants executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 205 Friendship Mine Road, a/k/a RR1 BOX 401A, Houtzdale, PA 16651. The Mortgage indicates that in the event a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendants defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the excessive period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendants credit for monthly payments tendered through bankruptcy, if any.

II. INTEREST

The Mortgage clearly requires that the Defendants shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

III. TAXES AND INSURANCE

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

IV. ATTORNEY'S FEES

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974). The provision of the Mortgage which allows the Plaintiff to recover attorney's fees in the instant action is highlighted for the court's reference.

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa.

Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

V. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958), Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendants as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendants' failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagors to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagors are also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property.

The mortgagors have breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.

VI. CONCLUSION

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 1/24/06

Phelan Hallinan & Schmieg, LLP

By: Michele M. Bradford
Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit “A”

FEDERMAN AND PHELAN, LLP.
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff

v.

JEROME MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LISA I. MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

File #: 95071

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 04-1060-CD

CLEARFIELD COUNTY

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

PRINCIPAL RESIDENTIAL MORTGAGE, INC.
711 HIGH STREET
DES MOINES, IA 50392

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

JEROME MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LISA I. MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

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

3. On 3/19/03 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument # 200304707.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$107,990.20
Interest	3,076.80
02/01/2004 through 07/09/2004 (Per Diem \$19.23)	
Attorney's Fees	850.00
Cumulative Late Charges	105.09
03/19/2003 to 07/09/2004	
Cost of Suit and Title Search	<u>\$ 750.00</u>
Subtotal	\$ 112,772.09
Escrow	
Credit	-1,205.23
Deficit	0.00
Subtotal	<u>\$- 1,205.23</u>
TOTAL	\$ 111,566.86

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 111,566.86, together with interest from 07/09/2004 at the rate of \$19.23 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post near corner of lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South 30° 30' East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15° 15' East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66° East two hundred eighty-nine and five tenths (289.5') feet to a post; thence along same land North 45° 15' West, two hundred sixty-five (265') feet to a post; thence along same land North 42° West, three hundred ninety-four (394') feet to a post; thence along same land South 85° 30' West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1° 30' East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: BEGINNING at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; thence along same land South 7° 30' East, one hundred sixty-five and eight tenths (165.8') feet to a post; thence along same land South 74° West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post; thence along same alley North 41° West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre.

The above described two parcels of land consisting of some three and one-tenth (3.1) acres.

BEING the same premises conveyed to Michael C. Moscollic and Ann S. Moscollic, husband and wife, by Deed of Anthony J. Pino and Irene R. Pino, husband and wife, dated August 27, 1975, and recorded in the Recorder of Deeds of Clearfield County at Deed Book Volume 707, Page 004. Michael C. Moscollic died on July 24, 1996, with this vesting full ownership of the herein described premises to Ann S. Moscollic as a matter of law.

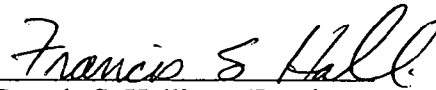
PREMISES BEING: 205 FRIENDSHIP MINE ROAD, A/K/A RR1 BOX 401A.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.

C. S. Sec. 4904 relating to unsworn falsifications to authorities.


Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 7-9-04

Exhibit “B”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

No.: 04-1060-CD

vs.

JEROME MICK
LISA I. MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1
BOX 401A
HOUTZDALE, PA 16651

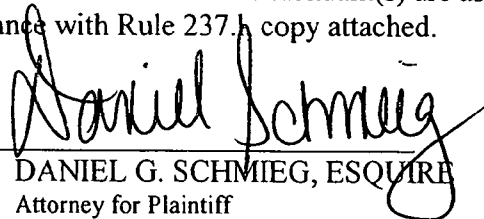
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JEROME MICK and LISA I. MICK, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$111,566.86
Interest (7/10/04 to 8/27/04)	<u>942.27</u>
TOTAL	\$112,509.13

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1 copy attached.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: _____

PRO PROTHY

JLP

Exhibit “C”

United States Bankruptcy Court

Western District of Pennsylvania

Case No. 05-70158-BM

Chapter 7

In re: Debtor(s) (name(s) used by the debtor(s) in the last 6 years, including married, maiden, trade, and address):

Jerome Mick
aka Jerry Mick
PO Box 242
Madera, PA 16661

Social Security No.:
xxx-xx-5207

Employer's Tax I.D. No.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 6/6/05

Bernard Markovitz
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:]* [There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts that are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts that are in the nature of alimony, maintenance, or support;
- c. Debts for most student loans;
- d. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- e. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle while intoxicated;
- f. Some debts which were not properly listed by the debtor;
- g. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- h. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 1/24/06

Phelan Hallinan & Schmieg, LLP

By: Michele M. Bradford
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Jerome Mick

: No. 04-1060-CD

Lisa I. Mick

Defendants

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof, were sent to the following individuals on the date indicated below.

Jerome Mick

Jerome Mick

Lisa I. Mick

Lisa I. Mick

205 Friendship Mine Road

330 Centennial Alley

Houtzdale, PA 16651

Houtzdale, PA 16651

Jerome Mick

Lisa I. Mick

Rt. 2007

Houtzdale, PA 16651

Phelan Hallinan & Schmieg, LLP

DATE: 1/24/06

By: Michele M. Bradford

Michele M. Bradford, Esquire

Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Jerome Mick
Lisa I. Mick

: No. 04-1060-CD

Defendants

PRAECIPE FOR RULE TO SHOW CAUSE

AND NOW, this day of , 2006, a Rule is entered upon Jerome Mick and Lisa I. Mick, Defendants to show cause why the attached Order for Reassessment of Damages should not be entered.

RULE RETURNABLE this day of , 2006.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Mortgage Electronic Registration Systems, Inc.	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	Clearfield County
Jerome Mick	:	No. 04-1060-CD
Lisa I. Mick	:	
	:	Defendants

RULE

AND NOW, this _____ day of _____ 2006, a Rule is entered upon the Defendantss
to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the _____ day of _____ 2006, at _____ in the Main
Courtroom of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

J.

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

Mortgage Electronic Registration Systems, Inc.	: Court of Common Pleas
Plaintiff	: Civil Division
vs.	: Clearfield County
Jerome Mick	: No. 04-1060-CD
Lisa I. Mick	
Defendants	

ORDER

AND NOW, this _____ day of _____, 2006 the Prothonotary is ORDERED to amend
the
judgment in this case as follows:

Principal Balance	107,990.20
Interest Through 2/2/06	14,077.26
Per Diem \$19.23	
Late Charges	663.65
Legal fees	1,875.00
Cost of Suit and Title	1,997.50
Sheriff's Sale Costs	2,094.12
Property Inspections	493.00
Appraisal/BPO	0.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>4,241.08</u>
TOTAL	\$133,431.81

Plus interest from 2/2/06 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

J.

CA

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

vs.

JEROME MICK
LISA I. MICK

:
:
:
: No. 04-1060-CD
:
:

ORDER

NOW, this 26th day of January, 2006, upon consideration of Plaintiff's Motion to Reassess Damage, a Rule is hereby issued upon the Defendants' to Appear and Show Cause why said Motion should not be granted. Argument be and is hereby scheduled for the 22nd day of March, 2006, at 10:00 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


PAUL E. CHERRY
Judge

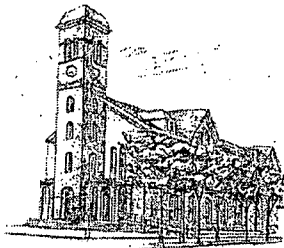
FILED

0/11:11 am

JAN 27 2006

William A. Shaw
Prothonotary

cc Atty
F. Hallinan
cc
- def J. Mick at
205 Friendship mine Rd
RR1 Box 461 A
Hutzdale PA 16857
cc
def L. Mick
PO Box 53
Marann PA 16863



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary


Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,


William A. Shaw
Prothonotary

DATE: 01-27-2006

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
JEFFERSON, PENNSYLVANIA

m/11:13cm

FEB 01 2006

remained to:

William A. Shaw Rt. 2007
Prothonotary Houtzdale PA 16841

330 Centennial
Hortdale, NY
11605

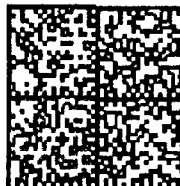
COE

Jerome Mick
205 Friendship Mine Road
RR 1 Box 401 A
Houtzdale PA 16879

A ☒ S
C ☐

☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☐ NO SUCH NUMBER / STREET
☒ NOT DELIVERABLE AS ADDRESSED
☐ OTHER

- UNABLE TO FORWARD



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RETURN TO SENDER

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

vs.

: No. 04-1060-CD

JEROME MICK
LISA I. MICK

ORDER

NOW, this 26th day of January, 2006, upon consideration of Plaintiff's Motion to Reassess Damage, a Rule is hereby issued upon the Defendants' to Appear and Show Cause why said Motion should not be granted. Argument be and is hereby scheduled for the 22nd day of March, 2006, at 10:00 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


/s/ Paul E. Cherry

PAUL E. CHERRY
Judge

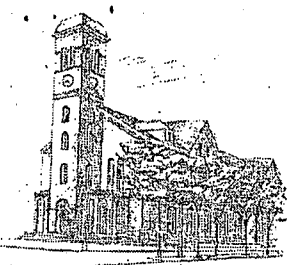
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JAN 27 2006

Attest.


Clerk of Courts

J. Mick
205 Friendship Mine Rd
RR1 Box 401 A
Houtetdale 16651



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary


Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,


William A. Shaw
Prothonotary

DATE: 01-27-2006

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 X Plaintiff(s)/Attorney(s)

 X Defendant(s)/Attorney(s)

 Other

 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PHELAN HALLINAN & SCHMIEG
by: MICHELE M. BRADFORD, Esquire
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.

: Court of Common Pleas

: Civil Division

vs.

: Clearfield County

Jerome Mick
Lisa I. Mick

: No. 04-1060-CD

CERTIFICATION OF SERVICE

I, MICHELE M. BRADFORD, Esquire, hereby certify that a true and correct copy of our Motion to Reassess Damages noting a Rule Return date of March 22, 2006 has been served upon the following persons:

Jerome Mick
Lisa I. Mick
205 Friendship Mine Road
Houtzdale, PA 16651

Jerome Mick
Lisa I. Mick
330 Centennial Alley
Houtzdale, PA 16651

Jerome Mick
Lisa I. Mick
Rt. 2007
Houtzdale, PA 16651

PHELAN HALLINAN & SCHMIEG, LLP

By: Michele M. Bradford
Michele M. Bradford, Esquire
Attorney for Plaintiff

Date: January 31, 2006

FILED NO CC
7/13/06
FEB 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

vs.

JEROME MICK
LISA I. MICK

:
:
:
: No. 04-1060-CD
:
:
:

ORDER

NOW, this 24th day of January, 2006, upon consideration of Plaintiff's Motion to Reassess Damage, a Rule is hereby issued upon the Defendants' to Appear and Show Cause why said Motion should not be granted. Argument be and is hereby scheduled for the 22nd day of March, 2006, at 10:00 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

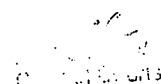
/s/ Paul E. Cherry

PAUL E. CHERRY
Judge

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

JAN 27 2006

Attest.



PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Mortgage Electronic Registration Systems, Inc.

8201 Greensboro Drive, Suite 350

McLean, VA 22102

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 04-1060-CD

Jerome Mick

Lisa I. Mick

205 Friendship Mine Road,

a/k/a RR1 Box 401A

Houtzdale, PA 16651

Defendants

FILED
m10.5061
FEB 22 2006

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR EQUITABLE CONVERSION TO REAL PROPERTY

AND NOW, COMES PLAINTIFF, Mortgage Electronic Registration Systems, Inc., by its attorneys, Phelan Hallinan & Schmieg, LLP, and presents this Motion for Equitable Conversion to Real Property, and in support thereof, avers the following:

1. On or about March 19, 2003, Defendants Jerome Mick and Lisa I. Mick made, executed and delivered a mortgage to Plaintiff in the principal sum of \$109,000.00 for the property at 205 Friendship Mine Road, a/k/a RR1 Box 401A, Houtzdale, PA 16651, which mortgage was recorded on March 26, 2003 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number 200304707. A true and correct copy of the mortgage is attached hereto, made part hereof, and marked as Exhibit "A".

2. Defendants defaulted on the mortgage payments, and remains due and owing to Plaintiff for the March 1, 2004 payment and each payment thereafter.

3. On or about July 14, 2004, Plaintiff filed a complaint in mortgage foreclosure. A true and correct copy of the complaint is attached hereto, made part hereof, and marked as Exhibit "B".

4. Defendants Jerome Mick and Lisa I. Mick were served with the complaint on July 22, 2004. A true and correct copies of the Affidavit of Service is attached hereto, made part hereof, and marked as Exhibit "C".

5. Plaintiff filed a default judgment against Defendants on August 31, 2004, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "D".

6. The property had been assessed in part for "land value", and in part for "building value", under a tax control number of 103089965, map number 1030L1300000053. Based on the Clearfield County assessment ratio of 5.13, the fair market value of the property is \$90,672.75. A true and correct copy of the tax assessment record is attached hereto, made part hereof, and marked as Exhibit "E".

7. On August 9, 2002, the property was appraised at \$109,000.00 for the land and house together. The appraiser noted that the house is a mobile home. A true and correct copy of the appraisal is attached hereto, made part hereof, and marked as Exhibit "F".

8. It was clearly the intention of the parties that the \$109,000.00 loan be secured by a mortgage on both the land and the house.

9. Plaintiff obtained photographs of the house which reflect landscaping, permanent utility hookups, garages and driveway which show the home's permanent affixation to the land. Attached hereto, made part hereof, and marked as Exhibit "G" are true and correct copies of the photographs of the subject property.

10. In addition, Plaintiff inquired of the Pennsylvania Department of Transportation ("Penndot") and was informed that there is no mobile home registered in the Defendants' names. The only vehicle titles located were for a Ford truck and Oldsmobile sedan. This is further evidence that the home is not mobile and that the Defendants intends the home to be permanently affixed to the land. True and correct copies of Penndot's vehicle record abstracts are attached hereto, made part hereof, and marked as Exhibit "H".

11. There is no statutory basis in the Commonwealth of Pennsylvania for court declaration that a mobile home has been converted to realty and affixed as part of the land.

12. Pennsylvania is rife with common law that personal property or chattel be considered a fixture and as such, part of the real estate, when it is deemed to have been permanently affixed to the land.

13. Because the property is clearly attached via foundation to the land, it was clearly the intent of the parties that this home be made permanent at its site and that the mortgage cover such home as security interest for the loan.

14. Principles of equity dictate that the intent of the parties should govern.

15. Plaintiff is requesting the entry of a court order declaring the house as realty, so that the buyer of the property at Sheriff's Sale will acquire clear title to the house and land. If the requested relief is not granted, Plaintiff may not get the full benefit of the collateral for the loan, as the parties intended.

WHEREFORE, Plaintiff Mortgage Electronic Registration Systems, Inc. respectfully requests that this Honorable Court enter an Order on this motion, that the property at 205 Friendship Mine Road, a/k/a RR1 Box 401A, Houtzdale, PA 16651 with a tax control number of 103089965, map number 1030L1300000053, be equitably converted to real estate by way of this motion, and not subject to separation from land.

Date: 2/21/06

PHELAN HALLINAN & SCHMIEG, LLP

By: 

Michele M. Bradford, Esquire
Attorney for Plaintiff

EXHIBIT A

Received Time Jul 2 10:57 AM
 KAREN L. STARK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania
 INSTRUMENT NUMBER
 200304707
 RECORDED ON
 Mar 26, 2003
 10:55:27 AM
 Total Pages: 20

RECORDING FEES -	\$45.00
RECORDED	
COUNTY IMPROVEMENT	12.00
FOR	
RECORDED IMPROVEMENT	15.00
FOR	
JCS/ACCESS TO	\$10.00
JUDICIAL	
STATE MORT TAX	\$0.50
TOTAL	\$40.50
CUSTOMER	
ALLEGHENY & E CLOSINGS CO	
INC	

Prepared By:
 Claire Maggioncalda
 Principal Residential Mortgage, Inc.
 Piazza at Main Street, Suite 6012, Voorhees, NJ 08093
 Phone Number: (856) 221-5643

Return To:
 Principal Residential Mortgage, Inc.
 7601 Office Plaza Drive North, Suite 125
 West Des Moines, IA 50266-2321

Parcel Number:

6208775-4

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100026600062087759

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.



115 6208775

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 19, 2003 together with all Riders to this document.

(B) "Borrower" is Jerome Mick and Lisa I Mick, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3039 1/01

68(PA) (0206)

Page 1 of 10

Initials: *[Signature]*

VMP MORTGAGE FORMS - (800) 521-7229



86169678

(D) "Lender" is Principal Residential Mortgage, Inc.

Lender is a Corporation
organized and existing under the laws of the State of Iowa
Lender's address is

711 High Street, Des Moines, IA 50392

(E) "Note" means the promissory note signed by Borrower and dated March 19, 2003

The Note states that Borrower owes Lender

One Hundred Nine Thousand and 00/100 Dollars
(U.S. \$ 109,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than April 1, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input checked="" type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) (specify) Exhibit "A"

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

2210 - 6B(PA) (0208)

Page 2 of 18

INITIALS

Form 3030 1/01

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Clearfield [Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of

205 Friendship Mine Road, a/k/a RR1 Box 401A, [Street]
Houtzdale (City), Pennsylvania 16651-9234 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

608-60(PA) (0200)

Page 3 of 10

In Date:

Form 3030 1/01

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

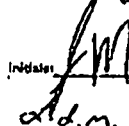
can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest



a.d.m.

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

661-68(PA) (0206)

Page 7 of 16

Initials:

Form 3036 1/01

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees in such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

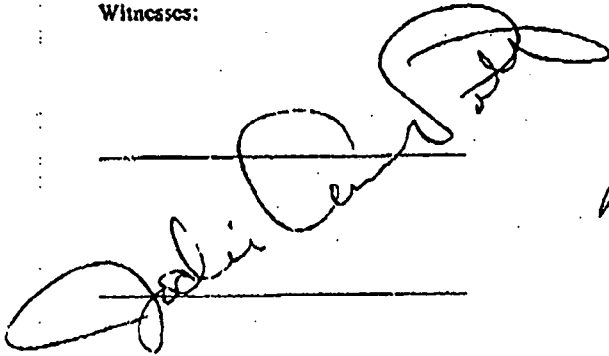
25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

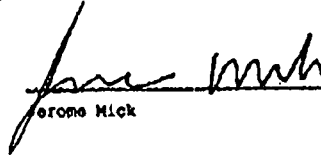
26. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

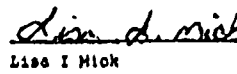
27. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



 (Seal)
Jerome Mick -Borrower

 (Seal)
Lisa I. Mick -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Certificate of Residence

I, Jodie Anne Potter, do hereby certify that
the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 19th day of March, 2003


Agent of Mortgage

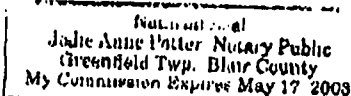
COMMONWEALTH OF PENNSYLVANIA,

Greentown Blair County is:

On this, the 19th day of March, 2003, before me, the
undersigned officer, personally appeared
Jerome Mick and Lisa I Mick, husband and wife

known to me (or
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:


Jodie Anne Potter, Notary Public
Greentown Twp. Blair County
My Commission Expires May 17, 2003

Title of Officer



115 6208775

**THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS
OR ITS AUTHORIZED AGENT.**

MIN 100026600062087759

6208775-4

V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this
19th day of March, 2003, and is incorporated into and shall be deemed
to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein
"Security Instrument") dated of even date herewith, given by the undersigned (herein
"Borrower") to secure Borrower's Note to
Principal Residential Mortgage, Inc.

(herein "Lender")

and covering the Property described in the Security Instrument and located at

205 Friendship Mine Road
a/k/a RR1 Box 401A
Houtzdale, PA 16651-9234

(Property Address)

V.A. GUARANTEED LOAN COVENANT: In addition to the covenants and agreements
made in the Security Instrument, Borrower and Lender further covenant and agree as
follows:

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Jm
d.d.m.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such Instruments to said Title or Regulations.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) **ASSUMPTION FUNDING FEE:** A fee equal to one percent (1.00%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

Em
L.d.m.

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument

IN WITNESS WHEREOF, Borrower(s) has executed this V.A. Guaranteed Loan Assumption Policy Rider.



 Jerome Nick

-Borrower



 Lisa T Nick

-Borrower

-Borrower

-Borrower

EXHIBIT B

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff

v.

JEROME MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LISA I. MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

File #: 95071

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

COURT OF COMMON PLEAS
CIVIL DIVISION

TERM

NO. 04-1060-CD

CLEARFIELD COUNTY

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
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ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 11-116-0260120

CLEARFIELD COUNTY

JEROME MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LISA I. MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

Defendant(s)

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

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Notice to Defend:
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Clearfield County Courthouse
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Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF
THE DEBT OR ANY PORTION THEREOF. IF
DEFENDANT(S) DO SO IN WRITING WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
OBTAIN AND PROVIDE DEFENDANT(S) WITH
WRITTEN VERIFICATION THEREOF;
OTHERWISE, THE DEBT WILL BE ASSUMED TO
BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
SEND DEFENDANT(S) THE NAME AND ADDRESS
OF THE ORIGINAL CREDITOR, IF DIFFERENT
FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT
UNTIL THE END OF THE THIRTY (30) DAY
PERIOD FOLLOWING FIRST CONTACT WITH
YOU BEFORE SUING YOU TO COLLECT THIS
DEBT. EVEN THOUGH THE LAW PROVIDES
THAT YOUR ANSWER TO THIS COMPLAINT IS
TO BE FILED IN THIS ACTION WITHIN TWENTY
(20) DAYS, YOU MAY OBTAIN AN EXTENSION OF
THAT TIME. FURTHERMORE, NO REQUEST
WILL BE MADE TO THE COURT FOR A
JUDGMENT UNTIL THE EXPIRATION OF THIRTY
(30) DAYS AFTER YOU HAVE RECEIVED THIS
COMPLAINT. HOWEVER, IF YOU REQUEST
PROOF OF THE DEBT OR THE NAME AND
ADDRESS OF THE ORIGINAL CREDITOR WITHIN
THE THIRTY (30) DAY PERIOD THAT BEGINS
UPON YOUR RECEIPT OF THIS COMPLAINT,
THE LAW REQUIRES US TO CEASE OUR
EFFORTS (THROUGH LITIGATION OR
OTHERWISE) TO COLLECT THE DEBT UNTIL
WE MAIL THE REQUESTED INFORMATION TO
YOU. YOU SHOULD CONSULT AN ATTORNEY
FOR ADVICE CONCERNING YOUR RIGHTS AND
OBLIGATIONS IN THIS SUIT.**

**IF YOU HAVE FILED BANKRUPTCY AND
RECEIVED A DISCHARGE, THIS IS NOT AN
ATTEMPT TO COLLECT A DEBT. IT IS AN
ACTION TO ENFORCE A LIEN ON REAL ESTATE.**

1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

PRINCIPAL RESIDENTIAL MORTGAGE, INC.
711 HIGH STREET
DES MOINES, IA 50392

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

JEROME MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LISA I. MICK
205 FRIENDSHIP MINE ROAD,
A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

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

3. On 3/19/03 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument # 200304707.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$107,990.20
Interest	3,076.80
02/01/2004 through 07/09/2004 (Per Diem \$19.23)	
Attorney's Fees	850.00
Cumulative Late Charges	105.09
03/19/2003 to 07/09/2004	
Cost of Suit and Title Search	<u>\$ 750.00</u>
Subtotal	\$ 112,772.09
Escrow	
Credit	-1,205.23
Deficit	0.00
Subtotal	<u>\$- 1,205.23</u>
TOTAL	\$ 111,566.86

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 111,566.86, together with interest from 07/09/2004 at the rate of \$19.23 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post near corner of lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South $30^{\circ} 30'$ East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South $15^{\circ} 15'$ East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66° East two hundred eighty-nine and five tenths (289.5') feet to a post; thence along same land North $45^{\circ} 15'$ West, two hundred sixty-five (265') feet to a post; thence along same land North 42° West, three hundred ninety-four (394') feet to a post; thence along same land South $85^{\circ} 30'$ West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South $1^{\circ} 30'$ East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: BEGINNING at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; thence along same land South $7^{\circ} 30'$ East, one hundred sixty-five and eight tenths (165.8') feet to a post; thence along same land South 74° West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post; thence along same alley North 41° West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre.

The above described two parcels of land consisting of some three and one-tenth (3.1) acres.

BEING the same premises conveyed to Michael C. Moscollic and Ann S. Moscollic, husband and wife, by Deed of Anthony J. Pino and Irene R. Pino, husband and wife, dated August 27, 1975, and recorded in the Recorder of Deeds of Clearfield County at Deed Book Volume 707, Page 004. Michael C. Moscollic died on July 24, 1996, with this vesting full ownership of the herein described premises to Ann S. Moscollic as a matter of law.

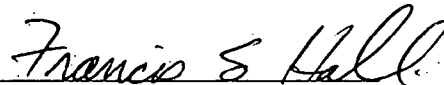
PREMISES BEING: 205 FRIENDSHIP MINE ROAD, A/K/A RRI BOX 401A.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.

C. S. Sec. 4904 relating to unsworn falsifications to authorities.


Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 7-9-04

EXHIBIT C

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATON SYSTEMS INC

VS.

MICK, JEROME & LISA I.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

15954

04-1060,CD

COPY

Smc 8-23

006208775-4

SHERIFF RETURNS

NOW JULY 22, 2004 AT 9:35 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEROME MICK, DEFENDANT AT RESIDENCE, 205 FRIENDSHIP MINE ROAD A/K/A RR#1 BOX 401A, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEROME MICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JULY 22, 2004 AT 10:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LISA I. MICK, DEFENDANT AT CLEARFIELD COUNTY JAIL, 115 21st ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA MICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
53.00	SHERIFF HAWKINS PAID BY: ATT CK# 364526
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

_____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT D

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

No.: 11-11-6-0260120

04-1060-02

vs.

JEROME MICK
LISA I. MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1
BOX 401A
HOUTZDALE, PA 16651

FILED
m/10-21/04
AUG 31 2004
to Defs

William A. Shaw, Stakman
Prothonotary/Clerk of Courts to
Appx

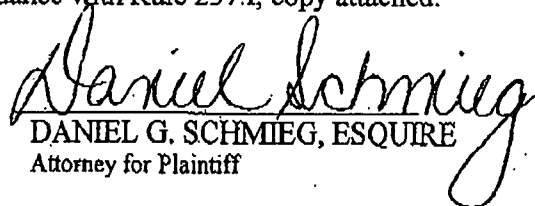
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JEROME MICK and LISA I. MICK, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$111,566.86
Interest (7/10/04 to 8/27/04)	<u>942.27</u>
TOTAL	\$112,509.13

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 31, 2004


PRO PROTHY

JLP

EXHIBIT E

EXHIBIT F

PROVOST REAL ESTATE APPRAISERS

11-11-B-0280120

File No. mick



August 12, 2002

STD Financial Services, Inc.
2243 Quaker Valley Road, P.O. Box 182
Fishertown, PA 15539

File Number: mick

To Whom It May Concern:

In accordance with your request, I have personally inspected and appraised the real property at:

RR1 Box 401A
Houtzdale, PA 16851

The purpose of this appraisal is to estimate the market value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the estimated market value of the property as of August 8, 2002 is:

\$109,000
One Hundred Nine Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully submitted,

Richard J. Provost
GA-000369-L
Certified Appraiser

RJP/mmp

SUMMARY APPRAISAL

UNIFORM RESIDENTIAL APPRAISAL REPORT

11-11-8-0280120

Property Address: RR1 Box 401A		City: Mountdale		State: PA		Zip Code: 16851	
Legal Description: Instrument #189800744		County: Clearfield		File No.: mick			
Assessor's Parcel No.: 103-L13-53		Tax Year: 2002		R.E. Taxes: To Be Assd		Special Assessments: NA	
Owner: Jerome and Lisa Mick		Current Owner: Mick		Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant			
Property rights appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUDVA only)		Map Reference: Clearfield County		Census Tract: 3316		MOAS: NA / Mo.	
Neighborhood or Project Name: Atlantic		Sole Price: \$ 118,818		Date of Sale:		Description and \$ amount of loan charges/concessions to be paid by seller: NA	
Lender/Client: STD Financial Services, Inc.		Address: 2243 Quaker Valley Road, P.O. Box 182, Fishertown, PA 15539		Appraiser: Richard J. Provost		Address: 302 E. Pine Street, Clearfield, PA 16830	
Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Predominant occupancy: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%)		Single family housing: <input type="checkbox"/> PRICE \$ (200) <input type="checkbox"/> AGE (yrs) <input type="checkbox"/> 30 Low <input type="checkbox"/> 20 <input type="checkbox"/> 90 High <input type="checkbox"/> 100	
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply		Present land use %: <input type="checkbox"/> One family 95% <input checked="" type="checkbox"/> 2-4 family <input type="checkbox"/> Multi-family <input type="checkbox"/> Commercial	
Marketing time: <input type="checkbox"/> Under 3 mos <input checked="" type="checkbox"/> 3-8 mos <input type="checkbox"/> Over 8 mos		Land use change: <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> In process <input type="checkbox"/> To: NA		Vacant: <input type="checkbox"/> 5%			
Note: Race and the racial composition of the neighborhood are not appraisal factors.							
Neighborhood boundaries and characteristics: Entire Village of Atlantic. Typical mix of home styles.							
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): The market has remained stable even with recent announcements of industrial closings. Proximity to employment and amenities is typical.							
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): Sales and financing concessions are not prevalent in the market area. Based on current market activity, marketing time is 3-8 months with an exposure time of 30-60 days. Demand and supply as well as property values are stable. I have considered relevant competitive listings and/or contract offerings in the performance of this appraisal and in the trending information reported in this section. (If a trend is indicated, I have attached an addendum providing relevant competitive listing/contract offering data.)							
Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> YES <input type="checkbox"/> NO							
Approximate total number of units in the subject project: Approximate total number of units for sale in the subject project:							
Describe common elements and recreational facilities:							
Dimensions: 2.35 Acres + .75 Acres							
Site area: 3.1 Acres							
Specific zoning classification and description: NA							
Zoning compliance: <input type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input checked="" type="checkbox"/> No zoning							
Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain):							
Utilities: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other							
Electricity: <input checked="" type="checkbox"/> Gas: <input type="checkbox"/> Water: <input checked="" type="checkbox"/> Sanitary sewer: <input checked="" type="checkbox"/> Sandmound <input type="checkbox"/> Storm sewer: <input checked="" type="checkbox"/>							
Off-site improvements: <input checked="" type="checkbox"/> Street: Asphalt <input type="checkbox"/> Curb/gutter: NA <input type="checkbox"/> Sidewalk: NA <input type="checkbox"/> Street lights: NA <input type="checkbox"/> Alley: NA							
Topography: <input type="checkbox"/> Level <input checked="" type="checkbox"/> Typical for area							
Shape: <input type="checkbox"/> Irregular <input checked="" type="checkbox"/> Average							
Drainage: <input type="checkbox"/> Average <input checked="" type="checkbox"/> Average							
View: <input type="checkbox"/> Average <input checked="" type="checkbox"/> Average							
Landscaping: <input type="checkbox"/> Average <input checked="" type="checkbox"/> Average							
Driveway surface: <input type="checkbox"/> Stone <input checked="" type="checkbox"/> Typical utility							
FEMA Special Flood Hazard Area: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
FEMA Zone: X Map Date: 11-18-90							
FEMA Map No.: 421514 0005A							
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): Site consists of two adjoining parcels and allows for good yard area. Sandmound systems are common to the area as there is no public sewage available.							
GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT	
No. of Units: One		Foundation: Concrete		Slab: NA		Area Sq.Ft.: 2128	
No. of Stories: One		Exterior Walls: Vinyl		Crawl Space: NA		% Finished: 0%	
Type (Det./Apt.): Detached		Roof Surface: Shingle		Basement: 100%		Ceiling: Insulated	
Design (Style): DWMH		Gutters & Downspouts: Aluminum		Sump Pump: No		Walls: Concrete	
Existing/Proposed: Proposed		Window Type: D.H.		Dampness: New construct		Floor: Concrete	
Age (Yrs.): New		Storm/Screen: Yes		Settlement: New construct		Floor: Concrete	
Effective Age (Yrs.): New		Manufactured House: No		Infestation: New construct		Outside Entry: Yes	
INSULATION		ROOFS		ROOFS		ROOFS	
Roof: <input type="checkbox"/>		Foyer: <input type="checkbox"/>		Foyer: <input type="checkbox"/>		Foyer: <input type="checkbox"/>	
Ceiling: <input checked="" type="checkbox"/>		Living: <input type="checkbox"/>		Living: <input type="checkbox"/>		Living: <input type="checkbox"/>	
Walls: <input checked="" type="checkbox"/>		Dining: <input type="checkbox"/>		Dining: <input type="checkbox"/>		Dining: <input type="checkbox"/>	
Floor: <input checked="" type="checkbox"/>		Kitchen: <input type="checkbox"/>		Kitchen: <input type="checkbox"/>		Kitchen: <input type="checkbox"/>	
None: <input type="checkbox"/>		Den: <input type="checkbox"/>		Den: <input type="checkbox"/>		Den: <input type="checkbox"/>	
Unknown: <input type="checkbox"/>		Family Rm: <input type="checkbox"/>		Family Rm: <input type="checkbox"/>		Family Rm: <input type="checkbox"/>	
		Rec. Rm: <input type="checkbox"/>		Rec. Rm: <input type="checkbox"/>		Rec. Rm: <input type="checkbox"/>	
		Bedrooms: <input type="checkbox"/>		Bedrooms: <input type="checkbox"/>		Bedrooms: <input type="checkbox"/>	
		# Baths: <input type="checkbox"/>		# Baths: <input type="checkbox"/>		# Baths: <input type="checkbox"/>	
		Laundry: <input type="checkbox"/>		Laundry: <input type="checkbox"/>		Laundry: <input type="checkbox"/>	
		Other: <input type="checkbox"/>		Other: <input type="checkbox"/>		Other: <input type="checkbox"/>	
		Area Sq.Ft.: <input type="checkbox"/>		Area Sq.Ft.: <input type="checkbox"/>		Area Sq.Ft.: <input type="checkbox"/>	
		Level 1: <input type="checkbox"/>		Level 1: <input type="checkbox"/>		Level 1: <input type="checkbox"/>	
		Level 2: <input type="checkbox"/>		Level 2: <input type="checkbox"/>		Level 2: <input type="checkbox"/>	
		2,128		2,128		2,128	
Finished area above grade contains: 8 Rooms: 4 Bedroom(s) 2 Bath(s) 2,128 Square Feet of Gross Living Area							
INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC	
Materials/Condition		Type: HA		Refrigerator: <input checked="" type="checkbox"/>		None: <input checked="" type="checkbox"/>	
Floors: Cpt/Res/Good		Fuel: Oil		Range/Oven: <input checked="" type="checkbox"/>		Slabs: <input checked="" type="checkbox"/>	
Walls: Drywall/Good		Condition: Good		Disposal: <input checked="" type="checkbox"/>		Drop Slab: <input type="checkbox"/>	
Trim/Finish: Average/Good		COOLING		Dishwasher: <input checked="" type="checkbox"/>		Scuttle: <input type="checkbox"/>	
Bath Floor: Resilient/Good		Central: NA		Fan/Hood: <input checked="" type="checkbox"/>		Floor: <input type="checkbox"/>	
Bath Wainscot: Drywall/Good		Other: Cell Fans		Microwave: <input type="checkbox"/>		Heated: <input type="checkbox"/>	
Doors: Combination		Condition: Good		Washer/Dryer: <input type="checkbox"/>		Finished: <input type="checkbox"/>	
Additional features (special energy efficient items, etc.): 50 gallon water heater/Skylite/200 amp circuit breaker/Cathedral ceiling							
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction remodeling/additions, etc.: Physical: None Functional: None External: Stable economy							
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: None noted by limited inspection. I am not an expert on environmental or hazardous waste.							

SUMMARY APPRAISAL

UNIFORM RESIDENTIAL APPRAISAL FORM

11-11-8-0260120

Valuation Section

File No. mick

ESTIMATED SITE VALUE		= \$ 15,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Indicated value by cost approach is rounded. Cost data from Marshall Swift Cost Manual.
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:				
Dwelling	2,128 Sq. Ft. @ \$ 30.15	= \$	64,159	
Bsm't. 2128	Sq. Ft. @ \$ 10.83	=	23,048	
F/P Porch		=	5,000	
Garage/Carport	832 Sq. Ft. @ \$ 17.80	=	14,810	
Total Estimated Cost New		= \$	107,015	
Less	50 Physical Functional External	Est. Remaining Econ. Life:	50	
Depreciation	\$15,332	= \$	15,332	
Depreciated Value of Improvements		= \$	91,683	
"As-Is" Value of Site Improvements		= \$	5,000	
INDICATED VALUE BY COST APPROACH		= \$	111,700	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
RR1 Box 401A	850 Hill Street	RR#3, Clover Street	Old Erie Pike	
Address	Houtzdale	Clearfield	Phillipsburg	West Decatur
Proximity to Subject	14.28 MI NNW	8.02 MI ENE	8.29 MI NNE	
Sale Price	\$ 118,818	\$ 122,000	\$ 84,000	\$ 128,000
Price/Gross Liv. Area	\$ 55.84	\$ 60.46	\$ 60.28	\$ 65.82
Date and/or Verification Source	NA	MLS	Files	Broker/Files
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing Concessions	Conventional	Conventional	Conventional	Conventional
Date of Sale/Time	10-01	3-02	5-01	
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	3.1 Acres	9 Acres	1 Acre	4.34 Acres
View	Average	Average	Average	Average
Design and Appeal	DWMH/Avg	DWMH/Avg	DWMH/Avg	DWMH/Avg
Quality of Construction	Average-Good	Average-Good	Average	Average-Good
Age	New	4AC/1-2EFF	7AC/5-7EFF	5AC/1-2EFF
Condition	Good	Good	Average-Good	Good
Above Grade	Total Below Grade	Total Below Grade	Total Below Grade	Total Below Grade
Room Count	8 4 2.00	7 3 2.00	5 3 2.00	7 3 2.00
Gross Living Area	2,128 Sq. Ft.	2,018 Sq. Ft.	1,384 Sq. Ft.	1,960 Sq. Ft.
Basement & Finished Rooms Below Grade	2128 Sq. Ft.	100%	100%	100%
Functional Utility	Unfinished	Unfinished	Crawl space	100% Finished
Heating/Cooling	Average	Average	Average	Average
Energy Efficient Items	Oil HA	Gas HA	Oil HA C/Air	Gas BB C/Air
Garage/Carport	No special	No special	No special	No special
Porch, Patio, Deck, Fireplace(s), etc.	2 Det. Garage	None	2 Det. Garage	3 Det. Garage
Fence, Pool, etc.	1 Fireplace	1 Fireplace	1 Fireplace	1 Fireplace
NA	NA	NA	NA	NA
Net Adj. (total)	NA	NA	NA	NA
Adjusted Sales Price of Comparable	\$ 18,000	\$ 23,500	\$ 20,000	\$ 20,000
Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.):	See Attached Addendum.			

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Date	No prior sales within past year.	No prior sales within past year.	No prior sales within past year.	No prior sales within past year.
Source for prior sales within year of appraisal				
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal	Not Applicable			

INDICATED VALUE BY SALES COMPARISON APPROACH	
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$	N/A
This appraisal is made	as is
Conditions of Appraisal	See Attached Addendum.

Final Reconciliation: The market comparison approach gives the better indication of value for single family residential property. The cost approach supports the market value conclusion. Insufficient data for income approach.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93)

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF August 8, 2002

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 109,000

APPRaiser:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature	Signature
Name Richard J. Provost	Name
Date Report Signed August 12, 2002	Date Report Signed
State Certification # GA-000389-L	State Certification #
Or State License #	Or State License #

SUMMARY APPRAISAL

11-11-8-0260120

Supplemental Valuation Section

UNIFORM RESIDENTIAL APPRAISAL PORT

File No. mick

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
RR1 Box 401A		Park Road		
Address Houtzdale		Mineral Springs		
Proximity to Subject		13.41 MI NNW		
Sales Price	\$ 118,818	\$ 89,000		
Prior/Gross Liv. Area	\$ 55.84	\$ 47.59		
Date and/or	NA	Appraiser		
Verification Sources	NA	Public Records		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION
Sales or Financing		Conventional		
Concessions				
Date of Sale/Time		3-02		
Location	Suburban	Suburban		
Leasehold/Fee Simple	Fee Simple	Fee Simple		
Site	3.1 Acres	.52 Acre+/-	7,500	
View	Average	Average		
Design and Appeal	DWMH/Avg	DWMH/Avg		
Quality of Construction	Average-Good	Average	4,000	
Age	New	4AC/1-2EFF		
Condition	Good	Good		
Adverse Grade				
Room Count	Total: 8 Bdrms 4 Baths 2.00	Total: 7 Bdrms 3 Baths 2.00	2,000	
Gross Living Area	2,128 Sq.Ft.	1,870 Sq.Ft.	1,500	
Basement & Finished	2128 Sq.Ft.	100%		
Rooms Below Grade	Unfinished	Unfinished		
Functional Utility	Average	Average		
Heating/Cooling	Oil HA	Oil HA C/Air	-1,500	
Energy Efficient Items	No special	No special		
Garage/Carport	2 Det. Garage	None	4,000	
Porch, Patio, Deck	Porch	Deck		
Fireplace(s), etc.	1 Fireplace	1 Fireplace		
Fence, Pool, etc.	NA	NA		
	NA	NA		
Net Adj. (total)		\$ 17,500	\$ 0	\$ 0
Adjusted Sales Price		\$ 106,500	\$ 0	\$ 0
of Comparable				

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.):

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Date, Price and Date	No prior sales			
Source for prior sales	within past			
within year of appraisal	year.			

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:

ADDITIONAL COMMENTS

ADDENDUM

Borrower: Jerome and Lisa Mick		File No.: mick
Property Address: RR1 Box 401A		Case No.: 11-11-8-0280120
City: Houtdale		State: PA
Lender: STD Financial Services, Inc.		Zip: 16851

EXPOSURE TIME:

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

MARKETING TIME:

Marketing time is defined as the amount of time the subject property would take to sell after the effective date of the appraisal.

SUMMARY APPRAISAL

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP) for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal report is intended to be used for mortgage purposes by the client and its assigns as stated on the attached URAR.

OR

This appraisal report is intended to be used for marketing decisions by the client stated on the attached URAR.

Use of this report by others is not intended by the appraiser. This report is not intended for use other than that identified in the Definitions and Guidelines. The appraiser assumes no responsibility of liability for unauthorized use of this report.

Standard Rule 1-2(a) and 1-2(b) of the Uniform Standards of Professional Appraisal Practice.

The appraisal invokes the Departure Rule of Standard Rule 1-4 (b&c) as the income approach and/or cost approach was not used.

Comments on Sales Comparison

All sales are manufactured homes located in comparable suburban neighborhoods. Site adjustments are based on site values due to location, topography and amenities offered. Sales #1 and #3 are of similar quality and condition. Sale #2 is of inferior quality and condition. Sale #4 is of inferior quality but is in similar condition. Sales #2 and #4 offer inferior GLA. Sales #1 and #3 offer similar GLA. Sale #2 offers a concrete block crawl space. Sale #3 offers full finished basement area. There is a limited turnover of manufactured homes after the initial purchase from the dealer; thus sales may be older and scattered. Due to the lack of recent similar sales there is limited market data available; therefore time, distance and adjustments may exceed FNMA guidelines. Sales used were deemed the best and most recent similar sales available.

Conditions of Appraisal/ADDITIONAL LIMITING CONDITIONS

Information supplied by others including public records is deemed reliable.

This appraisal report is prepared for the sole and exclusive use of STD Financial Services, Inc. to assist with the mortgage lending decision. It is not to be relied upon by any third parties for any purpose whatsoever.

This appraisal report is prepared for the sole and exclusive use of the appraiser's client STD Financial Services, Inc. No third parties are authorized to rely upon this report without the express written consent of the appraiser.

The appraisal report is prepared for the sole and exclusive use of the lender, STD Financial Services, Inc., to assist with mortgage lending decision. The appraiser is not a home inspector. This report should not be relied upon to disclose any conditions present in the subject property. The appraisal report does not guarantee that the property is free of defects. A professional home inspection is recommended.

CERTIFICATION ADDENDUM:

I certify that to the best of my knowledge and belief:

- the statements of fact contained in the report are true and correct
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.

ADDENDUM

Borrower: Jerome and Lisa Mick

File No.: mick

Property Address: RR1 Box 401A

Case No.: 11-11-8-0280120

City: Houtetsdale

State: PA

Zip: 18851

Lender: STD Financial Services, Inc.

- my compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal

- my analyses, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice

- I have made a personal inspection of the property that is the subject of this report.

11-11-6-0280120
File No. mick

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

11-11-6-0280120
File No. mick**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: RR1 Box 401A, Houtzdale, PA 16851

APPRAISER:Signature: 

Name: Richard J. Provost

Date Signed: August 12, 2002

State Certification #: GA-000368-L

or State License #:

State: PA

Expiration Date of Certification or License: 6-30-03

SUPERVISORY APPRAISER (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #:

or State License #:

State: _____

Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

GA-000368-L

Freddie Mac Form 439 6-93

Page 2 of 2

Fannie Mae Form 1004B 6-93

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Jerome and Use Mick

Property Address: RR1 Box 401A

City: Houtzdale

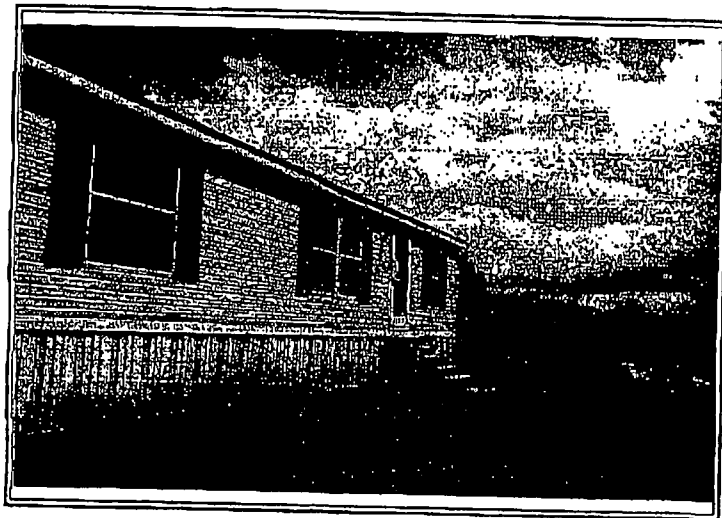
Lender: STD Financial Services, Inc.

No.: mick

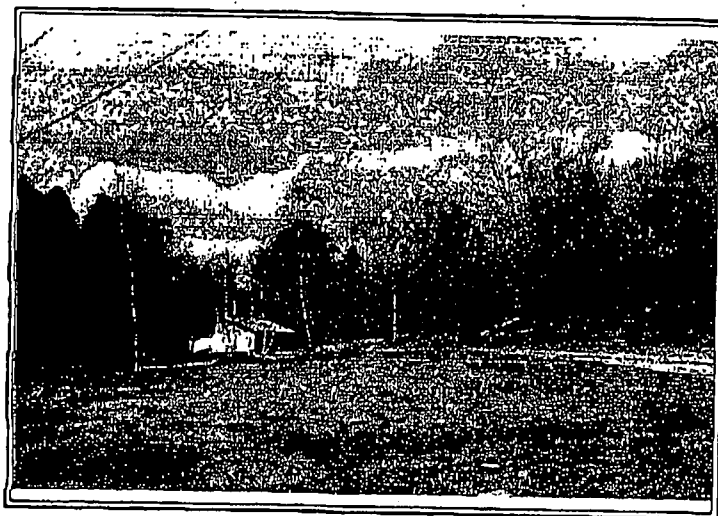
Case No.: 11-11-8-0260120

State: PA

Zip: 16851

FRONT VIEW OF
SUBJECT PROPERTYAppraised Date: August 9, 2002
Appraised Value: \$ 108,000

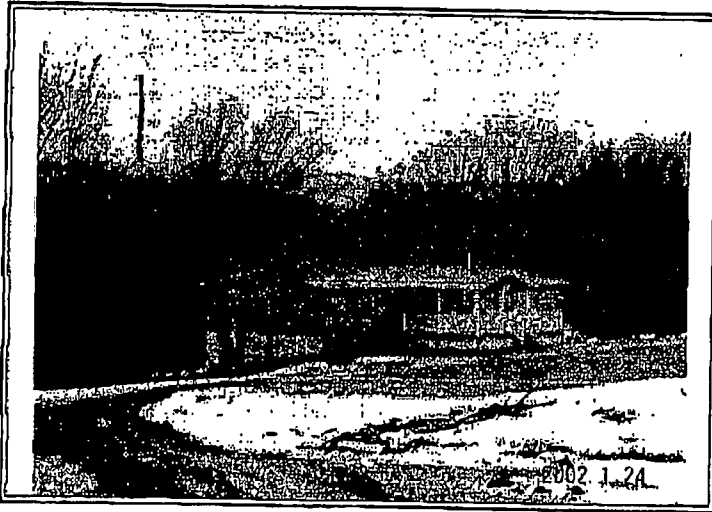
this old
is home
they renewed

REAR VIEW OF
SUBJECT PROPERTY

STREET SCENE

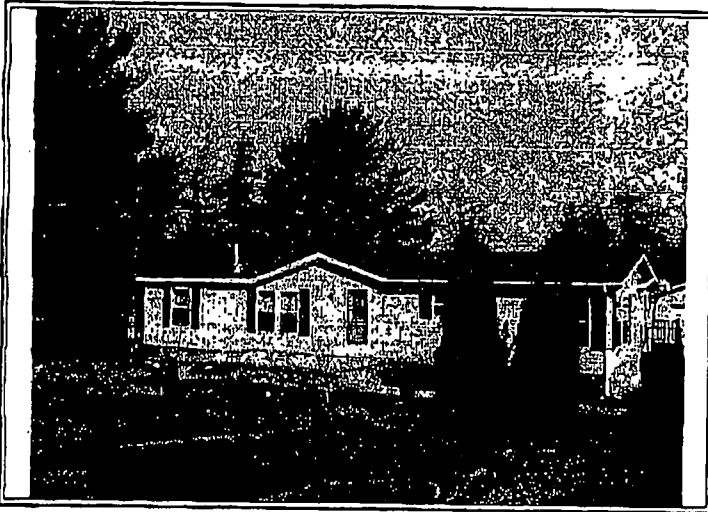
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Jerome and Lisa Mick		Map No.: mick	
Property Address: RR1 Box 401A		Case No.: 11-11-8-0280120	
City: Houtzdale		State: PA	Zip: 16851
Lender: STD Financial Services, Inc.			



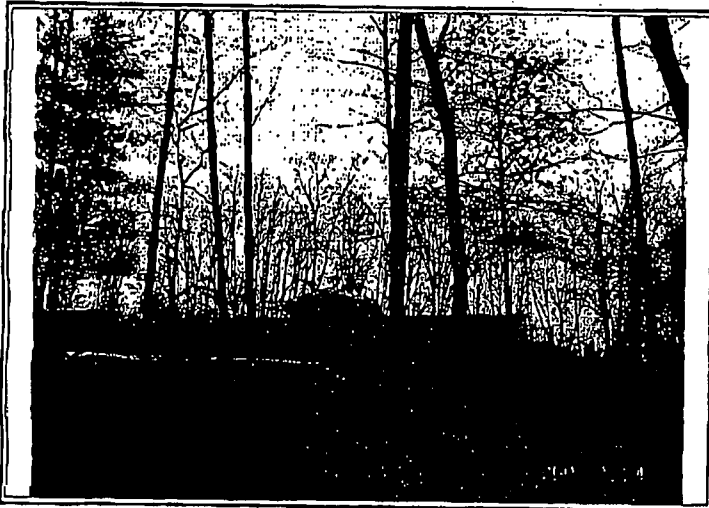
COMPARABLE SALE #1

850 Hill Street
Clearfield
Sale Date: 10-01
Sale Price: \$ 122,000



COMPARABLE SALE #2

RR#3, Clover Street
Philipsburg
Sale Date: 3-02
Sale Price: \$ 84,000



COMPARABLE SALE #3

Old Erie Pike
West Decatur
Sale Date: 5-01
Sale Price: \$ 129,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Jerome and Lisa Mick

Property Address: RR1 Box 401A

City: Houtzdale

Lender: STD Financial Services, Inc.

File No.: mick

Case No.: 11-11-B-0280120

State: PA

Zip: 16651



COMPARABLE SALE #4

Park Road
Mineral Springs
Sale Date: 3-02
Sale Price: \$ 89,000

COMPARABLE SALE #5

Sale Date:
Sale Price: \$

COMPARABLE SALE #6

Sale Date:
Sale Price: \$

LOCATION MAP

Borrower: Jerome and Lisa Mick

File No.: mick

Property Address: RR1 Box 401A

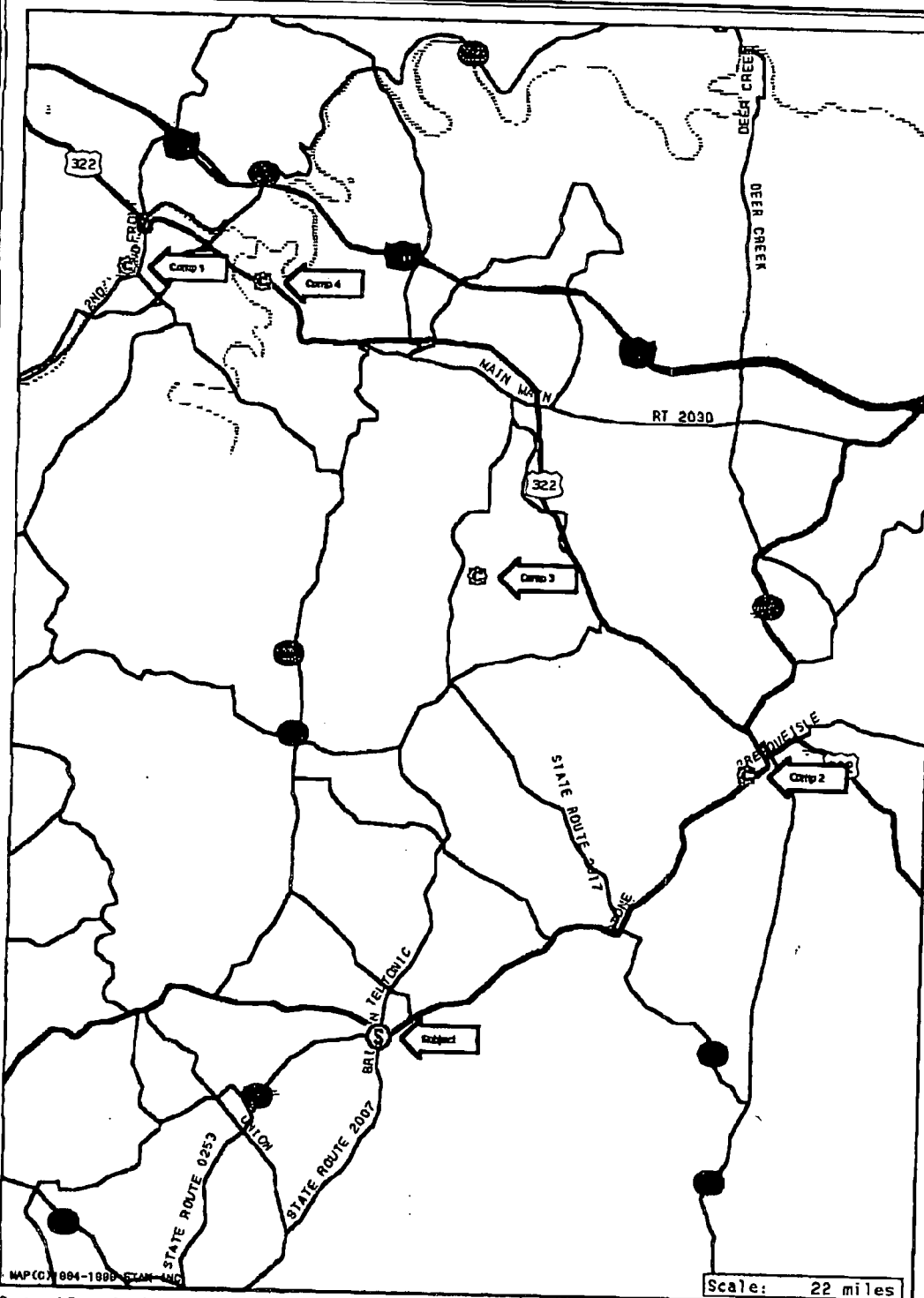
Case No.: 11-11-8-0260120

City: Houtzdale

State: PA

Zip: 16851

Lender: STD Financial Services, Inc.

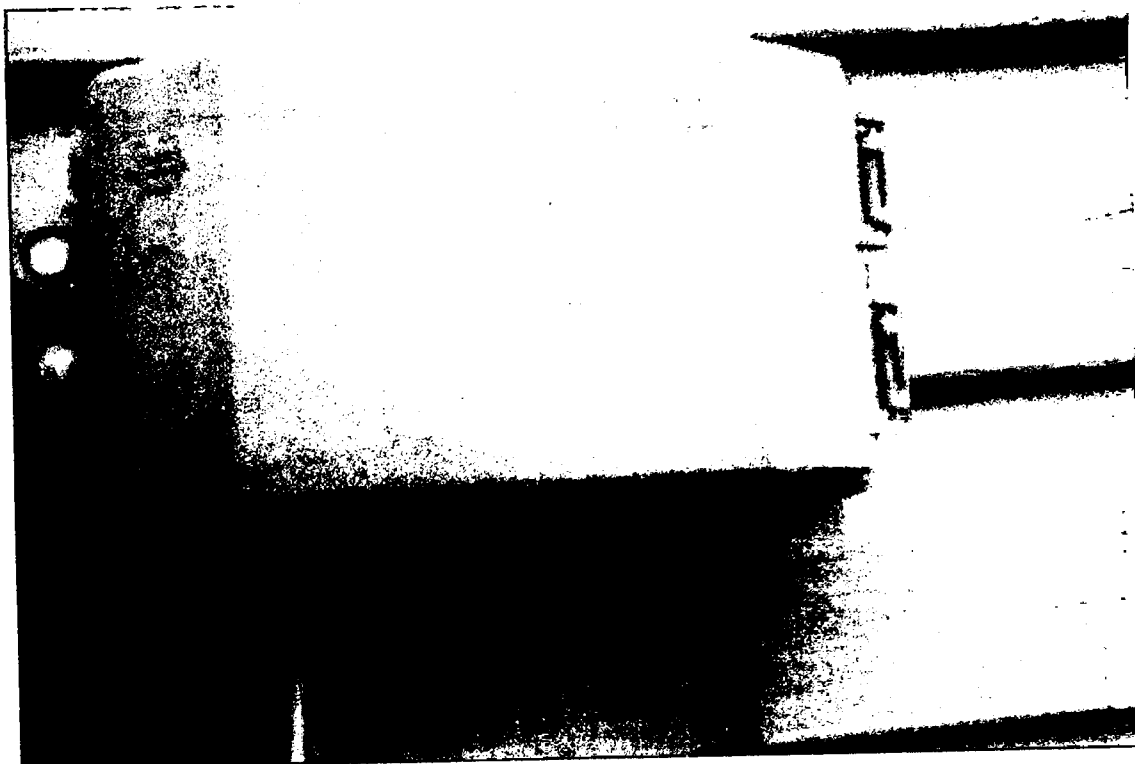


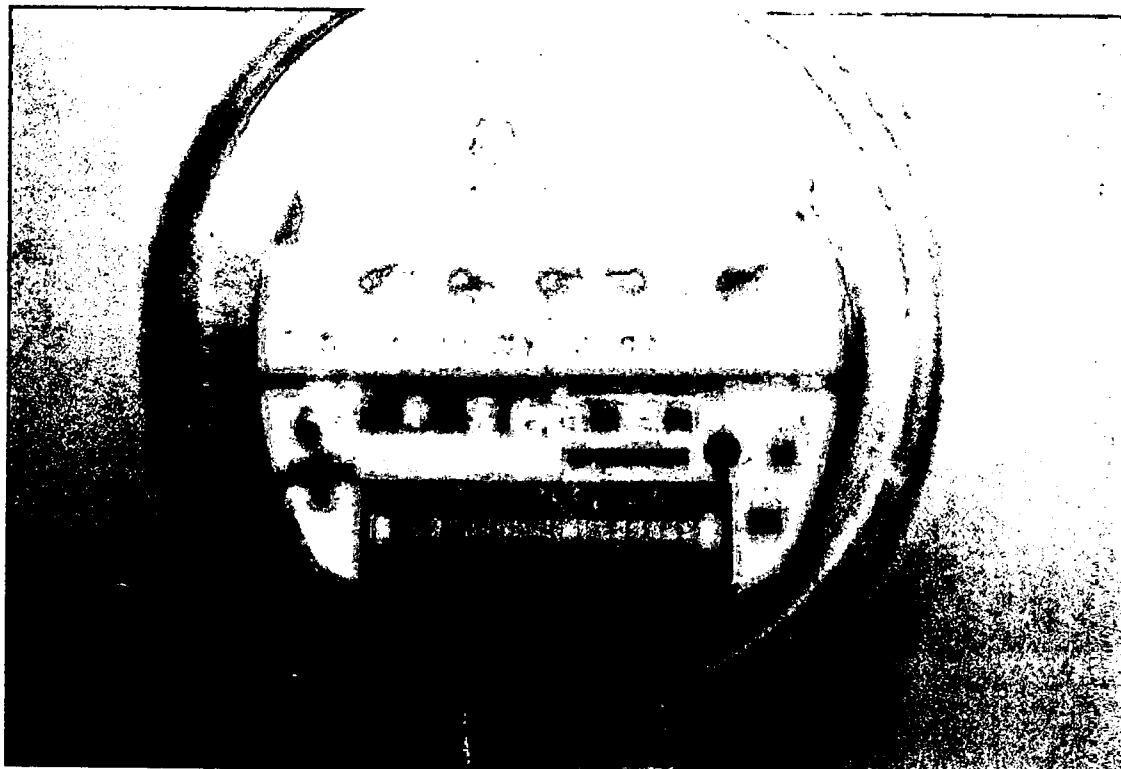
Courtesy of: Provost Real Estate Appraisers (814) 785-5252

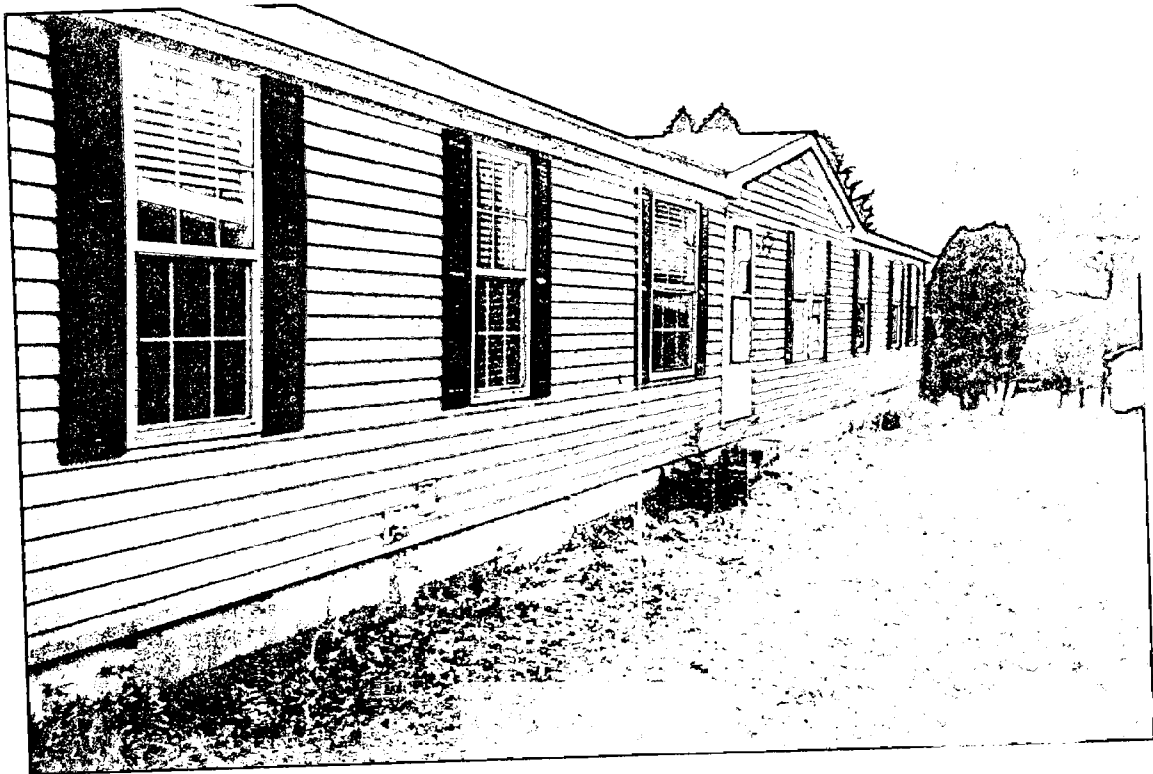
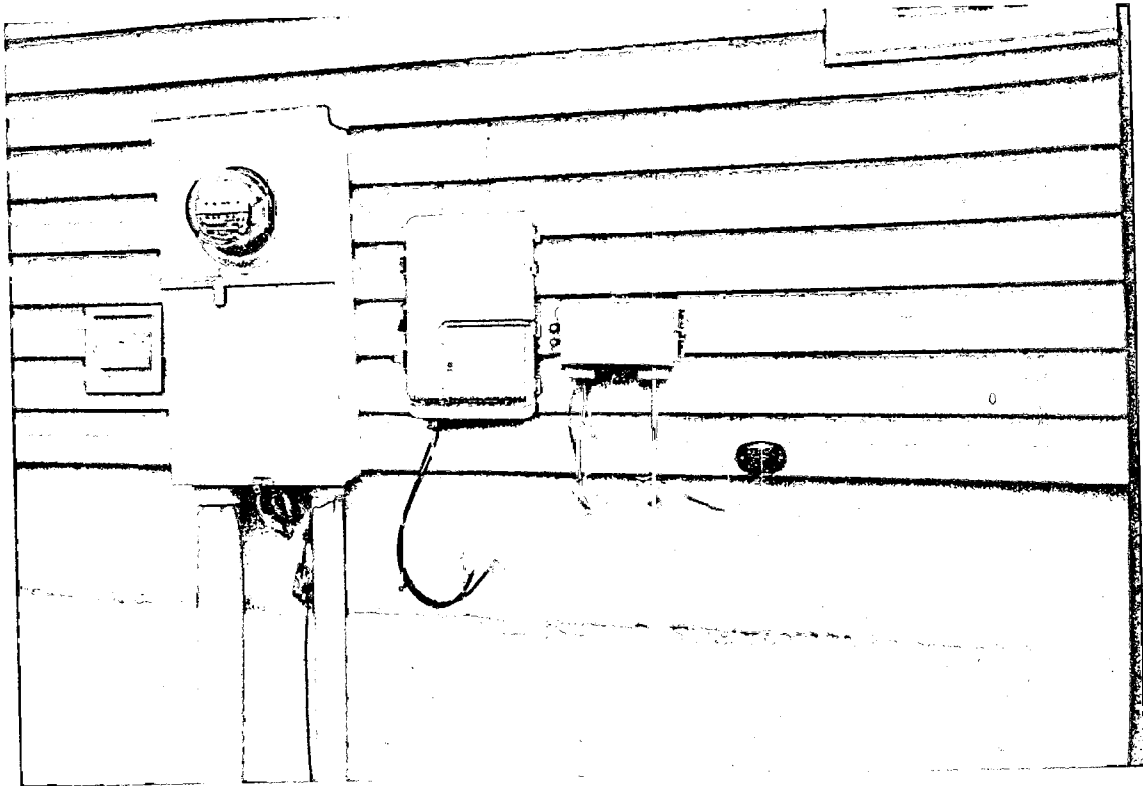
ID	Address	Date	Price	RM	BR	Bath	SqFt	Proximity
8	HWY 153		143608	6	3	2	1843	0.00 MI
1	650 HILL ST	10-01	122000	7	3	2	2018	14.26 MI NW
2	RR#3, CLOVER ST	3-02	84000	5	3	2	1394	8.02 MI NW
3	OLD BRIDE PIER	5-01	129000	7	3	2	1960	8.29 MI NW
4	US 322	3-02	89000	7	3	2	1870	13.41 MI NW

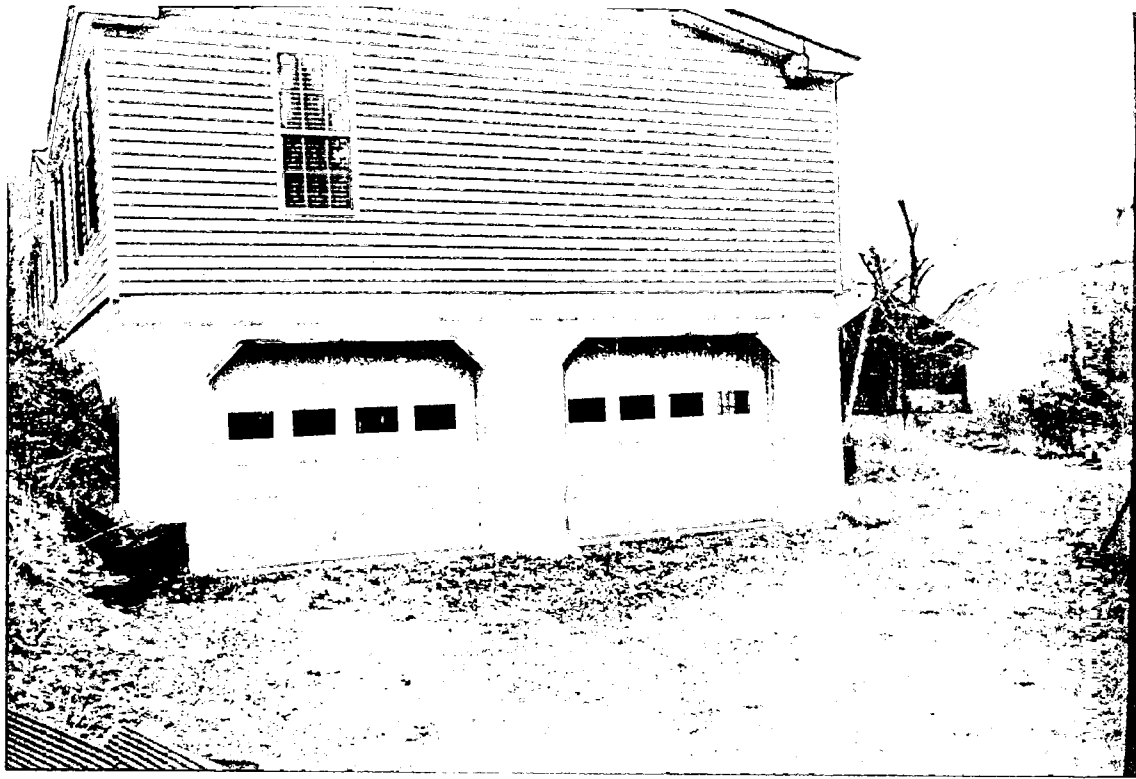
EXHIBIT G



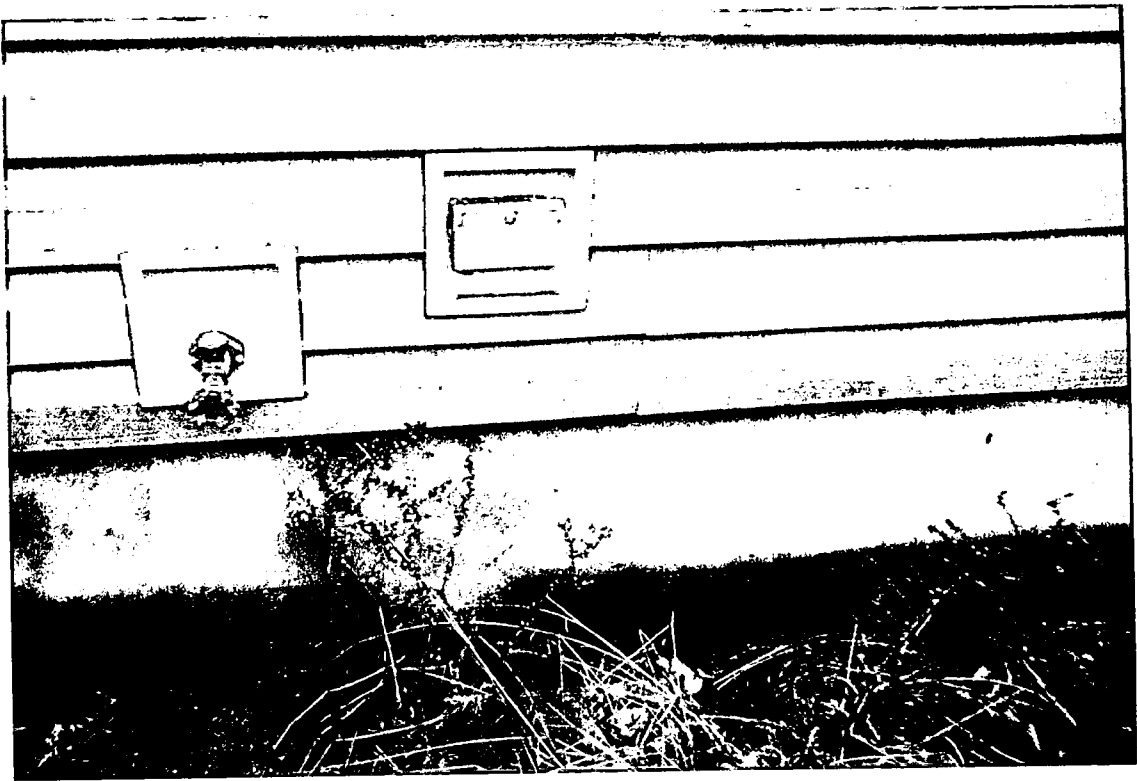


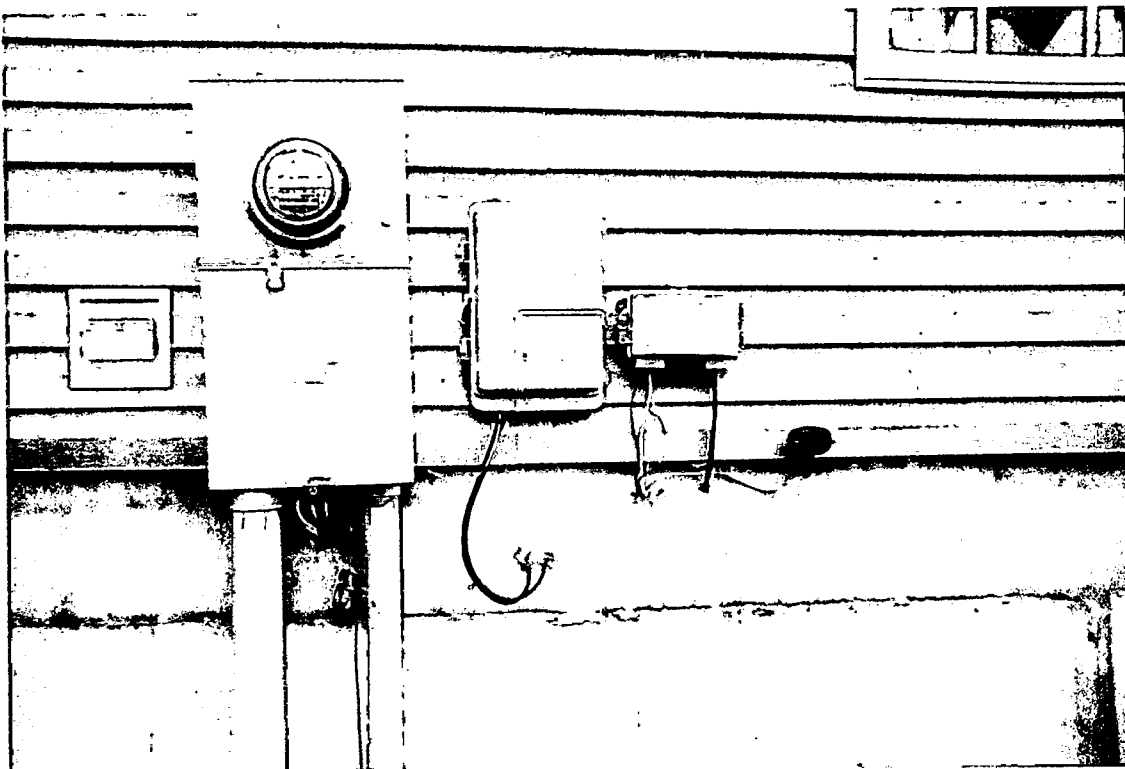


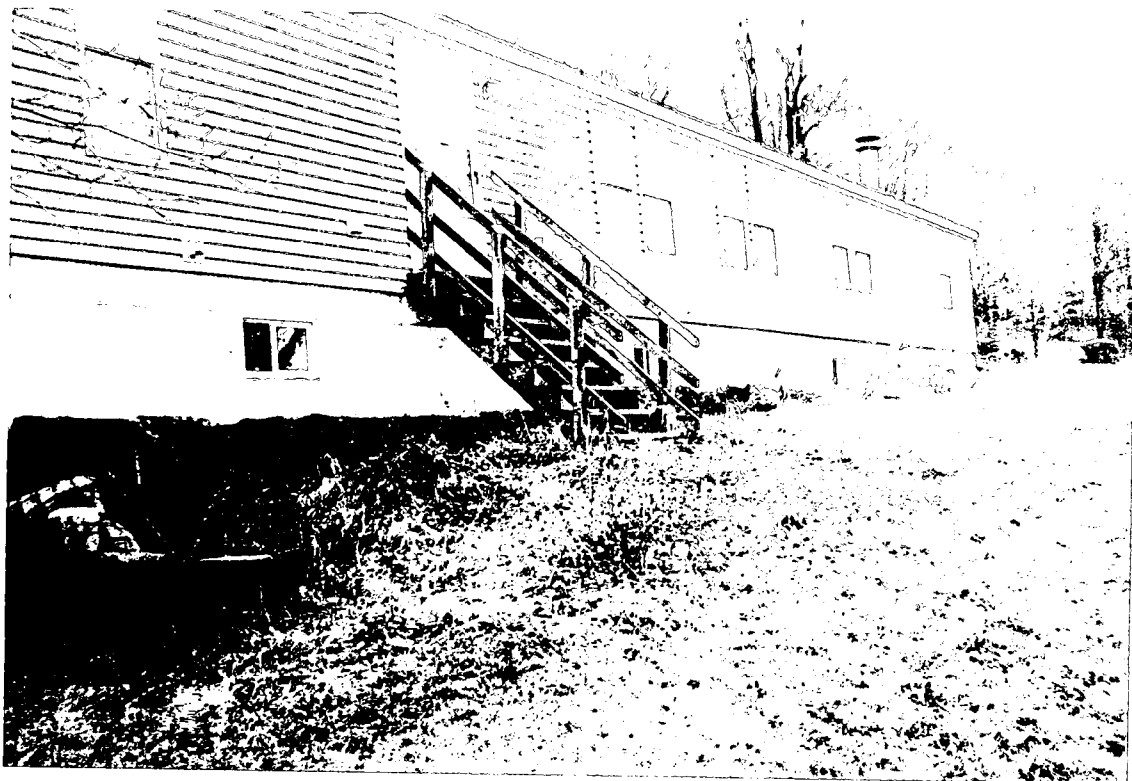












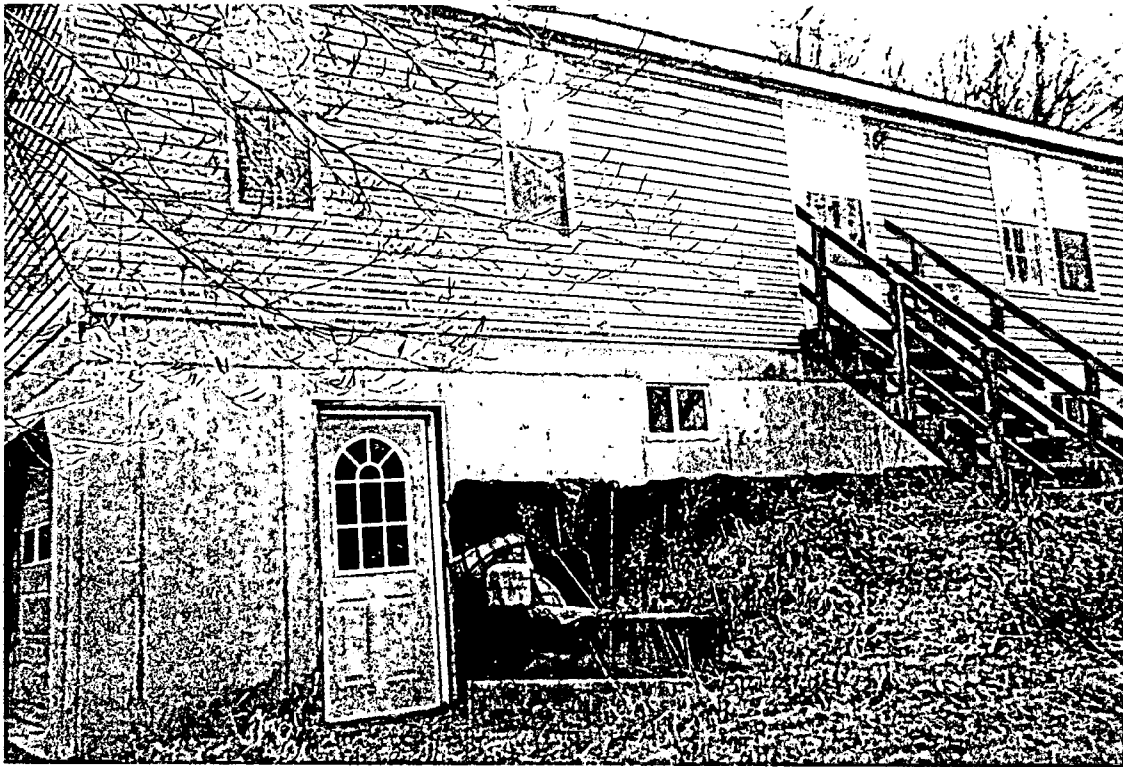


EXHIBIT H

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT
2/06/06
PAGE 1

060371003000047 004

OWNER : JEROME & LISA I MICK
205 FRIENDSHIP MINE RD
HOUTZDALE PA 16651
LESSEE : NONE

TITLE NUMBER	: 52976679	TITLE DATE	: 02/22/99
TAG NUMBER	: YHP7686	REGISTRATION EXPIRY DATE	: 02/04
VIN	: 1FTRX18W0XNB07709	BODY TYPE	: TK
MAKE	: FORD	ODOMETER READING	: 89,670*
MODEL	:	*ACTUAL MILEAGE	
RENEWAL WID	: 030501986000532 001	DUPLICATE TITLE COUNT	: 0
PREVIOUS TAG	: YJK4415	VEHICLE YEAR	: 1999
LIENS	: YES	STOLEN DATE	:
STOPS	: NO		

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT
2/06/06
PAGE 1

060371003000047 003

OWNER : JEROME MICK
205 FRIENDSHIP MINE RD
HOUTZDALE PA 16651
LESSEE : NONE

TITLE NUMBER	: 56556874	TITLE DATE	: 09/06/01
TAG NUMBER	: FGC2173	REGISTRATION EXPIRY DATE	: 04/05
VIN	: 1G3HN54C1K1824785	BODY TYPE	: SDN
MAKE	: OLDSMOBILE	ODOMETER READING	: *
MODEL	: DRF	*EXEMPT BY FED LAW	
RENEWAL WID	: 040583901251241 001	DUPLICATE TITLE COUNT	: 0
PREVIOUS TAG	: DRZ7743	VEHICLE YEAR	: 1989
LIENS	: NO	STOLEN DATE	:
STOPS	: NO		

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

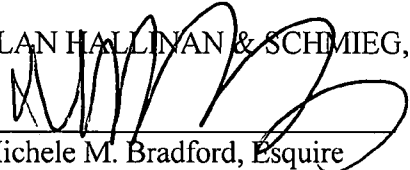
ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

VERIFICATION

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Motion for Equitable Conversion to Real Property, and Brief in support thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

DATE: 2/21/06

PHILAN HALLINAN & SCHMIEG, LLP
BY: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Mortgage Electronic Registration Systems, Inc.

8201 Greensboro Drive, Suite 350

McLean, VA 22102

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 04-1060-CD

Jerome Mick

Lisa I. Mick

205 Friendship Mine Road,

a/k/a RR1 Box 401A

Houtzdale, PA 16651

Defendants

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify that true and correct copies of the foregoing Motion for Equitable Conversion to Real Property and Brief in support thereof, were served by regular mail on Defendants on the date listed below.

Jerome Mick

Lisa I. Mick

205 Friendship Mine Road,

a/k/a RR1 Box 401A

Houtzdale, PA 16651

Lisa I. Mick

Clearfield County Jail

115 21st Street

Clearfield, PA 16830

Jerome Mick

330 Centennial Alley

Houtzdale, PA 16651

DATE: 2/21/06

PHELAN HALLINAN & SCHMIEG, LLP

BY: 

Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

Plaintiff

: Court of Common Pleas

: Civil Division

: No. 04-1060-CD

vs.

Jerome Mick
Lisa I. Mick
205 Friendship Mine Road,
a/k/a RR1 Box 401A
Houtzdale, PA 16651

Defendants

ORDER

AND NOW, this _____ day of _____, 2006, upon consideration of Plaintiff's Motion for Equitable Conversion and any response thereto, it is hereby ORDERED and DECREED that the dwelling at 205 Friendship Mine Road, a/k/a RR1 Box 401A, Houtzdale, PA 16651 with a tax control number of 103089965, map number 1030L1300000053, is equitably converted to real estate by way of this motion, and not subject to separation from land, and it is

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this order for recording.

BY THE COURT:

J.

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

vs.

JEROME MICK and
LISA I. MICK

:
:
:
: No. 04-1060-CD
:
:
:

ORDER

AND NOW, this 27th day of February, 2006, upon consideration of Plaintiff's Motion for Equitable Conversion to Real Property filed in the above matter, it is the Order of the Court that a hearing has been scheduled for the 22nd day of March, 2006, at 10:00 A.M, in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA. One-half (1/2) hour has been allotted for this matter.

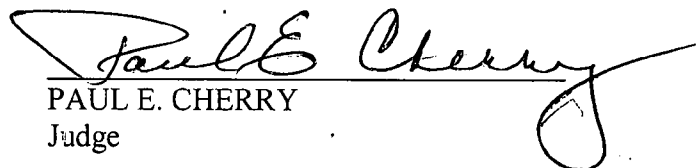
It is the responsibility of Plaintiff's Counsel to serve certified copies of said Petition and scheduling Order on the Defendant.

BY THE COURT:

FILED 3cc
010516
MAR 01 2006

William A. Shaw
Prothonotary/Clerk of Courts

Any Bradford
GR


PAUL E. CHERRY
Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102
Plaintiff

: Court of Common Pleas
:
: Civil Division
:
: No. 04-1060-CD

vs.

Jerome Mick
Lisa I. Mick
205 Friendship Mine Road,
a/k/a RR1 Box 401A
Houtzdale, PA 16651

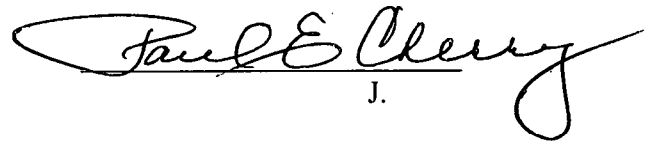
Defendants

ORDER

AND NOW, this 24th day of March, 2006, upon consideration of Plaintiff's Motion for Equitable Conversion and any response thereto, it is hereby ORDERED and DECREED that the dwelling at 205 Friendship Mine Road, a/k/a RR1 Box 401A, Houtzdale, PA 16651 with a tax control number of 103089965, map number 1030L1300000053, is equitably converted to real estate by way of this motion, and not subject to separation from land, and it is

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this order for recording, affecting real property in Bigler Township, Clearfield County, Pennsylvania.

BY THE COURT:

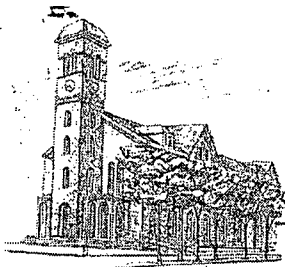

J.

FILED

02:12 PM
MAR 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Amy Lhota
CLO



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 3/24/06

X You are responsible for serving all appropriate parties.

_____ The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Mortgage Electronic Registration Systems, Inc.

8201 Greensboro Drive, Suite 350

McLean, VA 22102

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 04-1060-CD

Jerome Mick

Lisa I. Mick

205 Friendship Mine Road,

a/k/a RR1 Box 401A

Houtzdale, PA 16651

Defendants

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify that true and correct copies of the Court Order dated March 24, 2006, were served by regular mail on Defendants on the date listed below.

Jerome Mick

Lisa I. Mick

205 Friendship Mine Road,

a/k/a RR1 Box 401A

Houtzdale, PA 16651

Lisa I. Mick

Clearfield County Jail

115 21st Street

Clearfield, PA 16830

Jerome Mick

330 Centennial Alley

Houtzdale, PA 16651

PHELAN HALLINAN & SCHMIEG, LLP

BY:

Michele M. Bradford, Esquire
Attorney for Plaintiff

DATE: 3/27/06

FILED

MAR 29 2006

12:20

William A. Shaw

Prothonotary/Clerk of Courts

1 c/c to ATT

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

FILED
01/3:34 PM
MAR 27 2006

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

-VS-

JEROME MICK and LISA I.
MICK

No. 04-1060-CD

William A. Shaw
Prothonotary/Clerk of Courts

2cc Atty Hellinan

1cc Def. J. Mick- 205 Friendship
Mine Road, Houtetdale,
PA 16851

1cc Def. L. Mick-

PO Box 53, Morann,
PA 16863

O R D E R

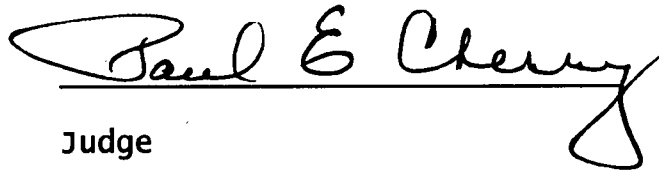
NOW, this 24th day of March, 2006, this being
the date set for hearing on Plaintiff's Motion to Reassess
Damages; Defendants, Jerome Mick and Lisa I. Mick, having
failed to appear despite receiving due and proper notice,
it is the ORDER of this Court that said Motion be and is
hereby granted. The Prothonotary is hereby ordered to
amend the judgment in this case as follows:

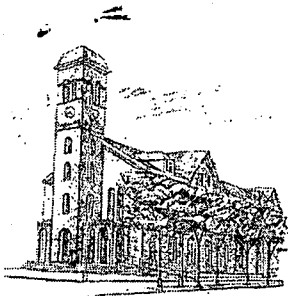
Principal Balance	107,990.20
Interest Through 2/2/06	14,077.26
Per Diem \$19.23	
Late Charges	663.65
Legal Fees	1,875.00
Cost of Suit and Title	1,997.50
Sheriff's Sale Costs	2,094.12
Property Inspections	493.00
Appraisal/BPO	0.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>4,241.08</u>

TOTAL: \$133,431.81

Plus interest from February 2, 2006, through and including the date of sale at six (6) percent per annum.

BY THE COURT,


Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 3/27/06

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 X Plaintiff(s)/Attorney(s)

 X Defendant(s)/Attorney(s)

 Other

 Special Instructions:

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

m/10:56am

MAR 31 2006 remailed to
330 Centennial Alley
Houtzdale PA 16651

William A. Shaw
Prothonotary
(5) Rt 2007
Houtzdale PA 16651

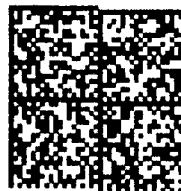
Jerome Mick
205 Friendship Mine Road
Houtzdale, PA 16651

(LOC)

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☒ S ☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

☐ OTHER

RTS
RETURN TO SENDER



Hasler

016H16505405
\$00.390
03/28/2006
Mailed From 16830
US POSTAGE

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

-VS-

JEROME MICK and LISA I.
MICK

No. 04-1060-CD

O R D E R

NOW, this 24th day of March, 2006, this being the date set for hearing on Plaintiff's Motion to Reassess Damages; Defendants, Jerome Mick and Lisa I. Mick, having failed to appear despite receiving due and proper notice, it is the ORDER of this Court that said Motion be and is hereby granted. The Prothonotary is hereby ordered to amend the judgment in this case as follows:

Principal Balance	107,990.20
Interest Through 2/2/06	14,077.26
Per Diem \$19.23	
Late Charges	663.65
Legal Fees	1,875.00
Cost of Suit and Title	1,997.50
Sheriff's Sale Costs	2,094.12
Property Inspections	493.00
Appraisal/BPO	0.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>4,241.08</u>

TOTAL: \$133,431.81

plus interest from February 2, 2006, through and including the date of sale at six (6) percent per annum.

BY THE COURT,


/s/ Paul E. Cherry

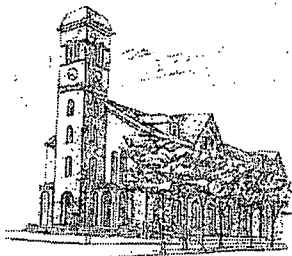
Judge

I hereby certify this to be a true and correct copy of the original
set of records as filed in the

MAR 2 / 2006

Attest


Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 3/27/06

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

2004-1060-CD

PHELAN HALLINAN & SCHMIEG, LLP
By: DANIEL SCHMIEG, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

MORTGAGE ELECTRONIC REGISTRATION CLEARFIELD COUNTY
SYSTEMS, INC.

No.: 11-11-6-0260120

vs.

JEROME MICK
LISA I. MICK

FILED

APR 05 2006
11:40 AM
William A. Shaw
Prothonotary/Clerk of Courts
WAC/c @

AFFIDAVIT

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **JEROME MICK and LISA I. MICK on 12/20/05 at 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651**, in accordance with the Order of Court dated 12/5/05 I further certify that the mortgaged premises was posted by sheriff with the Notice of Sheriff's Sale on 9/23/05 and through publication in accordance with the Court's Order on 2/17/06.

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


DANIEL G. SCHMIEG, ESQUIRE

Date: April 4, 2006

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

On this 17th day of February AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of February 17, 2006. Vol. 18 No. 7. And that all of the allegations of this statement as to the time, place, and character of the publication are true.


Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.


Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Full Spectrum Legal Services, Inc.
400 Fellowship Road, Suite 220
Mt. Laurel, NJ 08054

MICK.

NOTICE OF SHERIFF'S SALE OF
REAL PROPERTY

ALL THAT following described lot of ground situate, lying and being in TOWNSHIP OF BIGLER, County of CLEARFIELD, Commonwealth of Pennsylvania, bounded and limited as follows, to wit:

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

THE FIRST THEREOF Beginning at a post near corner of lot, now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South 30 degrees 30' East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15° 15' East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66 degrees East two hundred eighty-nine and five tenths (289.5) feet to a post; thence along same land North 45° 15' West, two hundred sixty-five (265') feet to a post; thence along same land North 42 degrees West, three hundred ninety-four (394') feet to a point; thence along same land South 85 degrees 30' West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1 degree 30' East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty hundredths (2.35) acres.

THE SECOND THEREOF: Beginning at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; (thence along said Land South 7 degrees 30' East, one hundred sixty-five and eighty tenths (165.8') feet to a post; thence along same land South 74 degrees West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post, thence along same alley North 41 degrees West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre

TITLE TO SAID PREMISES IS VESTED IN Jerome Mick and Lisa I. Mick, husband and wife by Deed from Ann S. Moscolle, a widow dated 1/19/1999 and recorded 1/19/1999, in Instrument #199900744

Is scheduled to be sold at the Sheriff's Sale on April 7, 2006 at 10:00 A.M., at the Clearfield County Courthouse, 1 North 2nd

Street, Suite 116, Clearfield, PA 16830 to enforce the Court Judgment of 8/27/04, obtained by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (the mortgagee), against you.

Prop. Sit. In the City of TOWNSHIP OF BIGLER, County of Clearfield, and State of Pennsylvania.

Being Premises: 205 FRIENDSHIP MINE ROAD, A/K/A RR 1 BOX 401A, HOUTZDALE, PA 16651:

Improvements consist of residential property. Sold as the property of JEROME MICK, LISA I. MICK

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

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

under them, Defendants.

NO. 06-19-CD
ACTION TO QUIET TITLE
NOTICE

TO THE ABOVE NAMED DEFENDANTS their heirs, successors and assigns: YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATORS OFFICE
Clearfield County Courthouse, Clearfield, PA

Street to a 3/4 inch rebar set at the northeast corner of Kenneth P. And Joy L. Wetzel, as was conveyed to them by Instrument No. 200400120; thence South 76 degrees 27 minutes 48 seconds West a distance of 160.00 feet along the lands of Kenneth P. Wetzel and Joy L. Wetzel and along the northern line of James D. And Theresa E. Neely, as was conveyed to them by deed Book 1983, Page 574 and page 578, to a 3/4 inch rebar set at the northwest corner of James D. And Theresa E. Neely, said rebar being on the eastern side of an unopened alley known as Diamond Alley; thence North 13 degrees 33 minutes 03 seconds West a distance of 130.00 feet along the eastern line of an unopened alley referred to as Diamond Alley to a 3/4 inch rebar set on the southern side of First Street; thence North 76 degrees 27 minutes 48 seconds East a distance of 160.00 feet along the southern line of First Street to a 3/4 inch rebar set and place of beginning.

Containing 20,800 square feet or 0.478 acre and being all that land bounded on the North by First Street, on the East by Walnut Street, on the South by property of A.H. Wright and on the West by an alley, also known as Lot 8 and Lot 10 as shown on Map Showing Lands of Horace Patchin and A.W. Patchin Estates by E.W. Hess Engineer, dated September 7, 1909. Bearings above are based on True North, and shown on a subdivision map prepared by Curry and Associates dated July 12, 2005.

Further, the Court of Common Pleas of Clearfield County, Pennsylvania, did by Order executed the 25th day of January, 2006, direct that notice of this action be served upon you by advertisement in the Clearfield County Legal Journal and that if you do not appear or otherwise defend such action within thirty (30) days from the date of advertisement, you shall be, by appropriate order, forever barred from asserting any right, lien, title or interest or claim of the Plaintiff as set forth in his Complaint.

John A. Sobel, IV, Esquire, Attorney for Plaintiffs, 218 S. Second Street, Clearfield, PA. 16830 (814) 765-5552.

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE IN THE
COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-1060-CD
MORTGAGE ELECTRONIC REGIS-
TRATION SYSTEMS, INC. VS. JEROME
MICK, LISA I. MICK
NOTICE TO: JEROME MICK, LISA I.

NOTICE OF ACTION
IN MORTGAGE FORECLOSURE
IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
NO. 04-1060-CD
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
vs.

JEROME MICK
LISA I. MICK
NOTICE TO:
JEROME MICK, LISA I. MICK
NOTICE OF
SHERIFF'S SALE
OF REAL PROPERTY

ALL THAT following described lot
of ground situate, lying and being in
TOWNSHIP OF BIGLER, County of
CLEARFIELD, Commonwealth of
Pennsylvania, bounded and limited
as follows, to wit:

ALL those two (2) certain pieces,
parcels or tracts of land situate, ly-
ing and being in the Township of
Bigler, in County of Clearfield,
Commonwealth of Pennsylvania,
bounded and described as follows:

THE FIRST THEREOF: Beginning
at a post near corner of lot now or
formerly of Frank Grossman, for-
merly conveyed to Andrew Hurtuk
late of Fred Ruel, South 30° 30'
East, one hundred thirty-seven
(137') feet to a post; thence along
land now or formerly of Reading, Ri-
chey & Wallace South 15°
15' East, three hundred fifty-five
(355') feet to a post; thence along
same land South 45° East one hun-
dred (100') feet to a post; thence
along same land North 66° East
two hundred eighty-nine and five
tenths (289.5') feet to a post;
thence along same land North 45°
15' West, two hundred sixty-five
(265') feet to a post; thence along
same land North 42° West, three
hundred ninety-four (394') feet to a
post; thence along same land South
85° 30' West, forty-three (43')
feet to a post; thence along alley left
open by Frank Grossman and on his
land to accommodate party adjoining
him, South 1° 30' East, fifty-
nine (59') feet to post and place of
beginning. Containing two and
thirty-five hundredths (2.35')
acres.

THE SECOND THEREOF: Begin-
ning at a post along alley; thence
along land now or formerly of Read-
ing, Richey & Wallace, North 68°
East, one hundred eighty-seven
and seven tenths (187.7') feet to a
post; thence along same land South
7° 30' East, one hundred sixty-five
and eight tenths (165.8') feet to a
post; thence along same land South
74° West, eighty-two (82') feet to
a post; thence along alley North
58° West forty-three (43') feet to a
post, thence along same alley
North 41° West, one hundred
twenty-four and five tenths
(124.5') feet to a post and the
place of beginning. Containing
seventy-five hundredths (.75)
acre.

TITLE TO SAID PREMISES IS
VESTED IN Jerome Mick and Lisa I.
Mick, husband and wife by Deed
from Ann S. Moscollic, a widow da-
ted 1/19/1999 and recorded
1/19/1999, in Instrument
#199900744.

Is scheduled to be sold at the
Sheriff's Sale on April 7, 2006, at
10:00 A.M., at the Clearfield
County Courthouse, 1 North 2nd
Street, Suite 116, Clearfield, PA
16830 to enforce the Court Judg-
ment of 8/27/04, obtained by
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,
(the mortgagee), against you.

Prop. sit. in the City of TOWN-
SHIP OF BIGLER, County of Clear-
field, and State of Pennsylvania.

Being Premises: 205 FRIEND-
SHIP MINE ROAD A/K/A RR1 BOX
401A, HOUTZDALE, PA 16651.

Improvements consist of residen-
tial property.

Sold as the property of JEROME
MICK, LISA I. MICK

TERMS OF SALE
THE HIGHEST AND BEST BID-
DER SHALL BE THE BUYER.

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

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

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 16th day of February, A.D. 20 06,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of February 7, 2006

And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

My Commission Expires
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2007
Member, Pennsylvania Association Of Notaries

REAL ESTATE

REAL ESTATE

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20199

DEPUTY RECEIVED: September 14, 2005

DEFENDANT(S): LISA I. MICK

ADDRESS: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: SEPT 23, 2005

DATE SERVED, POSTED OR LEVIED: _____ TIME: _____

NAME OF PERSON SERVED: _____

TITLE: _____

WHERE SERVED / POSTED (ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE: OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

NO 04-1060-CD
JEROME MICK AND LISA I. MICK

SERVED, POSTED OR LEVIED ON BY: _____

NOTES: Def. not living at above address.
House Empty. Talked to P.O. in Houtzdale and
He doesn't know where she's living at

PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Main Fax 215-563-5534

April 4, 2006

Office of the Prothonotary
CLEARFIELD County Courthouse

RE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
v. JEROME MICK and LISA I. MICK
CLEARFIELD COUNTY
NO. 11-11-6-0260120

Dear Sir,

Please file the enclosed affidavit(s) in reference to the above captioned matter.

Thank you for your cooperation.

Yours truly,

SMC

Sandra Cooper
for PHELAN HALLINAN & SCHMIEG, LLP

CC: Sheriff's Office of CLEARFIELD County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20199
NO: 04-1060-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
vs.
DEFENDANT: JEROME MICK AND LISA I. MICK

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/29/2005

LEVY TAKEN 09/16/2005 @ 10:42 AM

POSTED 09/16/2005 @ 10:42 AM

SALE HELD 04/07/2006

SOLD TO SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/24/2006

DATE DEED FILED 04/24/2006

PROPERTY ADDRESS 205 FRIENDSHIP MINE ROAD A/K/A RR #1, BOX 401A HOUTZDALE , PA 16651

SERVICES

09/20/2005 @ 10:56 AM SERVED JEROME MICK

SERVED JEROME MICK, DEFENDANT, AT HIS RESIDENCE 330 CENTENIAL ALLEY, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEROME MICK

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

01/23/2006 @ SERVED LISA I. MICK

SERVED LISA I. MICK, DEFENDANT, BY CERT. & REG MAIL PER COURT ORDER TO 205 FRIENDSHIP MINE ROAD A/A RR1, BOX 401A, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA. REG MAIL RETURNED 1/26/06 & CERT MAIL #70050390000372352435 1/25/06 UNCLAIMED

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

FILED
01/3/2006
APR 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20199
NO: 04-1060-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: JEROME MICK AND LISA I. MICK

Execution REAL ESTATE

SHERIFF RETURN


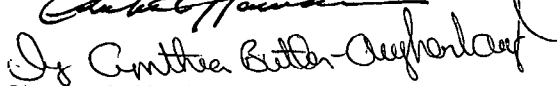
SHERIFF HAWKINS \$312.39

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

vs.

**JEROME MICK
LISA I. MICK**

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

NO.: 04-1060-CD

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

**To satisfy the judgment, interest and costs in the above matter you are directed to levy
upon and sell the following described property (specifically described property below):**

**Premises: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA
16651**

(See legal description attached.)

Amount Due

\$112,509.13

Interest from 5/27/05 to

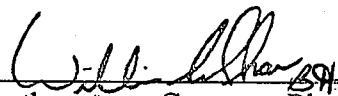
\$ _____

Date of Sale (\$18.49 per diem)

Total

\$ _____ Plus costs as endorsed.

145.00 **Prothonotary costs**


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 6/29/05
(SEAL)

By:

Deputy

Received June 29, 2005 @ 3:45 P.M.
Cristin A. Hawkins
by Cynthia Butler-Archer

KJO

No. 04-1060-CD

**In the Court of Common Pleas of
Clearfield County, Pennsylvania**

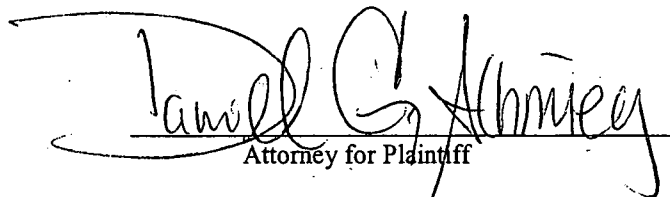
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

VS.

JEROME MICK
LISA I. MICK

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$112,509.13</u>
Int. from 5/27/05 to Date of Sale (\$18.49 per diem)	<u> </u>
Costs	<u> </u>
Prothy. Pd.	<u>145.00</u>
Sheriff	<u> </u>


Attorney for Plaintiff

Address: 205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE,
PA 16651

HOUTZDALE CORRECTIONAL FACILITY STATE ROUTE 2007,
HOUTZDALE, PA 16651

Where papers may be served.

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

DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a post near corner of lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South 30° 30' East, one hundred thirty-seven (137') feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15° 15' East, three hundred fifty-five (355') feet to a post; thence along same land South 45° East one hundred (100') feet to a post; thence along same land North 66° East two hundred eighty-nine and five tenths (289.5') feet to a post; thence along same land North 45° 15' West, two hundred sixty-five (265') feet to a post; thence along same land North 42° West, three hundred ninety-four (394') feet to a post; thence along same land South 85° 30' West, forty-three (43') feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1° 30' East, fifty-nine (59') feet to post and place of beginning. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: Beginning at a post along alley; thence along land now or formerly of Reading, Richey & Wallace, North 68° East, one hundred eighty-seven and seven tenths (187.7') feet to a post; thence along same land South 7° 30' East, one hundred sixty-five and eight tenths (165.8') feet to a post; thence along same land South 74° West, eighty-two (82') feet to a post; thence along alley North 58° West forty-three (43') feet to a post, thence along same alley North 41° West, one hundred twenty-four and five tenths (124.5') feet to a post and the place of beginning. Containing seventy-five hundredths (.75) acre.

THE above described two parcels of land consisting of some three and one-tenth (3.1) acres.

Map #103-L13-53.

TITLE TO SAID PREMISES IS VESTED IN Jerome Mick and Lisa I. Mick, husband and wife by Deed from Ann S. Moscollic, a widow dated 1/19/1999 and recorded 1/19/1999, in Instrument #199900744.

Premises: 205 friendship Mine Road A/K/A RR1 Box 401 A, Houtzdale, PA 16651

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JEROME MICK

NO. 04-1060-CD

NOW, April 24, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 07, 2006, I exposed the within described real estate of Jerome Mick And Lisa I. Mick to public venue or outcry at which time and place I sold the same to SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.58
LEVY	15.00
MILEAGE	14.58
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	12.23
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	40.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$312.39

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	112,509.13
INTEREST @ %	0.00
FROM TO 04/07/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$112,549.13

COSTS:

ADVERTISING	910.28
TAXES - COLLECTOR	448.63
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	312.39
LEGAL JOURNAL COSTS	432.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,562.30

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

Federman and Phelan is now

Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Sandra.Cooper@fedphe.com

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

November 3, 2005

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. v.
JEROME MICK LISA L MICK

No. 11-11-6-0260120

205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE,
PA 16651

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which
is scheduled for November 11, 2005.

The property is to be relisted for the 2/6/05 Sheriff's Sale.

Very truly yours,

SMC

Sandra Coocer

VIA TELECOPY (814) 765-5915

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

MORTGAGE ELECTRONIC REGISTRATION *
SYSTEMS INC., *
Plaintiff *

vs. *

NO. 04-1060-CD *

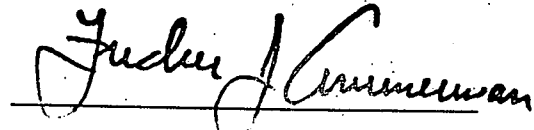
LISA I. MICK, *
Defendant *

ORDER

NOW, this 5th day of December, 2005, the Plaintiff is granted leave to serve the Notice of Sale upon Defendant, **Lisa I. Mick**, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting a copy of the Notice at the mortgaged premises, 205 Friendship Mine Road a/k/a RR 1, Box 401A, Houtzdale, PA 16651.

Service of the aforementioned mailings and publication of the Notice of Sale is to be done by Plaintiff's Attorney, who will file with the Prothonotary's Office an Affidavit of Service and Proof of Publication.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
DEC 06 2005

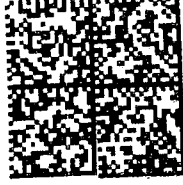
3cc
Atty Schmiegel
CP

William A. Shaw
Prothonotary/Clerk of Courts



CHESTER A. HAWKINS
SHERIFF

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



Hasler

016H16505405
\$00.630
01/23/2006
Mailed From 16830
US POSTAGE

see 1 add

FOE

- ☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☐ NO SUCH NUMBER/ STREET
☒ NOT DELIVERABLE AS ADDRESSED
☐ UNABLE TO FORWARD

A
C
S

LISA I. MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1, BOX 401
HOUTZDALE, PA 16651

RTS
RETURN TO SENDER

16830/2434

UNITED STATES POSTAL SERVICE
FIRST CLASS PERMIT NO. 1000 NEW YORK, NY 10101
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
TO OPEN ENVELOPE.

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

LISA L. MICK
205 FRIENDSHIP MINE ROAD
AKVA RR 1, BOX 401A
HOUTZDALE, PA 16651

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ ☐ Agent
☒ ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

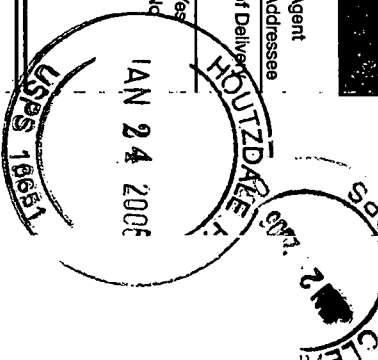
2. Article Number
(Transfer from service label)

7005 0390 0003 7235 2435

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540



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

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

OFFICIAL USE

HOUTZDALE PA 16651

Postage	\$ 0.63
Certified Fee	\$2.40
Return Receipt Fee (sement Required)	\$1.85
Restricted Delivery Fee (sement Required)	\$0.00
Total Postage & Fees	\$ 4.88

0830

07

Postmark
Here

01/23/2006

To
 Lisa I. Mick
 205 Friendship Mine Road
 A/K/A RR1, BOX 401A
 HOUTZDALE, PA 16651

Form 3800, June 2002

See Reverse for Instructions

CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
 CLEARFIELD, PENNSYLVANIA 16830



0005 0390 0003 7235 2435

Hasler

016H16505405

\$04.88

01/23/2006

Mailed From 16830

US POSTAGE

Box 125/06



A ☐ INSUFFICIENT ADDRESS
 C ☐ ATTEMPTED NOT KNOWN
 S ☐ NO SUCH NUMBER/ STREET
 X ☒ NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

LISA I. MICK
 205 FRIENDSHIP MINE ROAD A/K/A RR1, BOX 401A
 HOUTZDALE, PA 16651

VIA TELECOPY (814) 765-5915

Law Offices
PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Sandra.Cooper@fedphe.com

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

February 1, 2006

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. v. JEROME MICK LISA I. MICK**

No. 04-1060-CD

205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property, which is scheduled for February 3, 2006.

The property is to be relisted for the 4/7/06 Sheriff's Sale.

Very truly yours,
Sandra Cooper

VIA TELECOPY (814) 765-5915

PHELAN HALLINAN & SCHMIEG, LLP

BY: DANIEL G. SCHMIEG, ESQUIRE

Attorney I.D. No.: 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

Plaintiff

v.

LISA I. MICK

Defendants

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 04-1060-CD

RECEIVED

NOV 30 2005

**COURT ADMINISTRATOR'S
OFFICE**

PLAINTIFF'S MEMORANDUM OF LAW

Pursuant to Pennsylvania Rule of Civil Procedure, Rule 3129.2, it is necessary in a foreclosure action for the Sheriff or Process Server to serve upon the Defendants Notice of the Sale of the mortgaged premises. Specifically, Pa.R.C.P., Rule 3129.2 (c) provides in applicable part as follows:

The written notice shall be prepared by the plaintiff, shall contain the same information as the handbills or may consist of the handbill and shall be served at least thirty days before the sale on all persons whose names and addresses are set forth in the affidavit required by Rule 3129.1.

- (1) Service of the Notice shall be made:
 - (i) upon a defendant...
 - (A) by the sheriff or by a competent adult in the manner prescribed by Rule 402 (a) for the service of original process upon a defendant, or
 - (B) by the plaintiff mailing a copy of the manner prescribed by Rule 403 to the addresses set forth in the affidavit; or

- (C) if service cannot be made as provided in the subparagraph (A) or (B), the notice shall be served pursuant to special order of court as prescribed by Rule 430, except that if original process was served pursuant to a special order of court under Rule 430 upon the defendant in the judgment, the notice may be served upon that defendant in the manner provided by the order for service of original process without further application to the court.

Because the whereabouts of Defendants, LISA I. MICK, are unknown, a reasonable investigation of their last known address was made in accordance with Pa.R.C.P. 430(a).

Pennsylvania Rule of Civil Procedure, Rule 430 (a) provides as follows:

- (a) If service cannot be made under the applicable rule the Plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

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

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

As indicated by the attached Affidavits of Return of Service, marked hereto as Exhibit "A", the Process Server has been unable to serve the Notice of Sale.

A good faith effort to discover the whereabouts of the Defendants has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked as Exhibit "B".

REAL ESTATE

REAL ESTATE

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20199

DEPUTY RECEIVED: September 14, 2005

DEFENDANT(S): LISA L MICK

ADDRESS: 205 FRIENDSHIP MINE ROAD A/K/A RR1, BOX 401A
HOUTZDALE, PA 16651

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: SEPT 23, 2005

DATE SERVED, POSTED OR LEVIED: _____ TIME: _____

NAME OF PERSON SERVED: _____

TITLE: _____

WHERE SERVED /POSTED(ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

NO 04-1060-CD
JEROME MICK AND LISA L. MICK

SERVED, POSTED OR LEVIED ON BY: _____

NOTES: Def. not living at above address.

House Empty. Talked to P.O. in Houtzdale and
He doesn't know where she's living at

**FORECLOSURE REVIEW SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 95071

Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**

Subject: Jerome Mick & Lisa Mick

Current Address: 205 Friendship Mine Road, Houtzdale, PA 16651

Property Address: 205 Friendship Mine Road, Houtzdale, PA 16651

Mailing Address: 205 Friendship Mine Road, Houtzdale, PA 16651

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

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Jerome Mick - 167-56-5207

Lisa Mick - 161-60-7056

B. EMPLOYMENT SEARCH

Jerome Mick & Lisa Mick - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Jerome Mick & Lisa Mick reside(s) at: 205 Friendship Mine Road, Houtzdale, PA 16651.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that there is not a published listing for Jerome & Lisa Mick - 205 Friendship Mine Road, Houtzdale, PA 16651.

Our office tried to contact Lisa Mick at Houtzdale Correctional Facility, State Route 2007, Houtzdale, PA 16651 & received the following information: Lisa Mick is no longer employed at Houtzdale Correctional Facility,

III. INQUIRY OF NEIGHBORS

Using our White Pages database, our office was unable to locate any neighbors of Jerome & Lisa Mick - 205 Friendship Mine Road, Houtzdale, PA 16651.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 9/21/05 we reviewed the National Address database and found the following information: Jerome Mick & Lisa Mick- 205 Friendship Mine Road, Houtzdale, PA 16651.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

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

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Jerome Mick & Lisa Mick.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 9/21/05 Vital Records and all public databases have no death record on file for Jerome Mick & Lisa Mick.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Jerome Mick & Lisa Mick residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Lisa Mick - 9/1965

Jerome Mick - Not Available

B. A.K.A.

Jerry Mick

Lisa A. Atkins, A.K.A. Lisa I. Mick, A.K.A. Lisa Atkins Mick

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

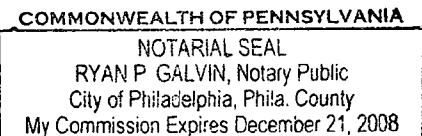
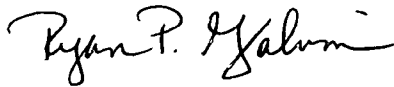
*** Please be advised all database information indicates the subject resides at the current address.**

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

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



AFFIANT - Brendan Booth
Foreclosure Review Services, Inc.



Sworn to and subscribed before me this 21st day of September 2005.

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

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the
Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 205
FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A, HOUTZDALE, PA 16651 .

Respectfully submitted,

PHELAN HALLINAN & SCHMIEG, LLP

By:

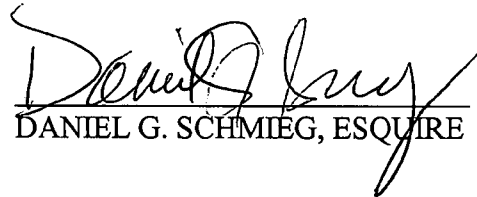

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to take the verification and that the statements made in the foregoing Motion for Service of Notice of Sale pursuant to Special Order of Court are true and correct to the best of his knowledge, information and belief.

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

Date: November 21, 2005


DANIEL G. SCHMIEG, ESQUIRE

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

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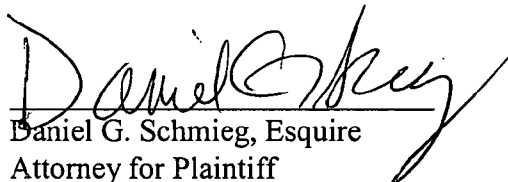
CIVIL DIVISION

NO. 04-1060-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Service of Notice of Sale Pursuant to Special Order of Court, Proposed Order, Memorandum of Law, Certification of Service and Verification in the above captioned matter was sent by first class mail, postage prepaid to the following interested parties on the date indicated below.

LISA I. MICK
205 FRIENDSHIP MINE ROAD A/K/A RR1 BOX 401A
HOUTZDALE, PA 16651


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: November 21, 2005