

04-1953-CD
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. vs.
MICHAEL CRAIG MATTHEWS, et al.

Netbank vs Michael Matthews et al
2004-1953-CD

Current Judge: Fredric Joseph Ammerman
Mortgage Electronic Registration Systems, Inc. vs. Michael Craig Matthews, Milly Ann Matthews

Mortgage Foreclosures

Date		Judge
12/08/2004	<input checked="" type="checkbox"/> Filing: Civil Complaint Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1891854 Dated: 12/08/2004 Amount: \$85.00 (Check) 2 CC to Shff. Property located in DuBois, PA	No Judge
01/28/2005	<input checked="" type="checkbox"/> Sheriff Return, Jan 27, 2005 returned Complaint "Not Served, Time Expired" as to Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
02/10/2005	<input checked="" type="checkbox"/> Filing: Praeclipe To Reinstate Civil Action/Mortgage Foreclosure Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1895589 Dated: 02/10/2005 Amount: \$7.00 (Check) 2 Reinstated Compl. to Shff.	No Judge
03/23/2005	<input checked="" type="checkbox"/> Sheriff Return, Complaint served upon Defs., March 3, 2005 upon Michael Craig Matthews, March 16, 2005 upon Milly Ann Matthews a/k/a Molly Ann Matthews. So Answers Chester A. Hawkins, Sheriff, by s/ Marilyn Hamm.	No Judge
05/03/2005	<input checked="" type="checkbox"/> Filing: Praeclipe For In Rem Judgment for Failure to Answer and Assessment of Damages Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1900537 Dated: 05/03/2005 Amount: \$20.00 (Check) Judgment Amount: \$41,702.92 For Plaintiff, against Defendants Filed by s/ Daniel G. Schmieg, Esquire. 1CC & Notice to Defs., Statement to Atty. <input checked="" type="checkbox"/> Filing: Praeclipe For Writ of Execution Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1900537 Dated: 05/03/2005 Amount: \$20.00 (Check) Judgment Amount: \$41,702.92 Filed by s/ Daniel G. Schmieg, Esquire. 1CC & 6 Writs w/descr. to Shff	No Judge
05/09/2005	<input checked="" type="checkbox"/> Mail returned not deliverable as addressed unable to forward, copy of Praeclipe For In Rem Judgment addressed to: Milly Ann Matthews a/k/a Molly Ann Matthews, 10 North 4th st. DuBois, PA 15801, filed.	No Judge
07/12/2005	<input checked="" type="checkbox"/> Petition For Supplementary Relief in Aid of Execution Pursuant to Rule 3118 To Reform Mortgage, Nunc Pro Tunc, filed by s/ Michele Bradford, Esquire. 2CC Atty <input checked="" type="checkbox"/> Certificate of Service, copies of the Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, and Brief, served upon Michael Craig Matthews and Milly Ann Matthews on June 28, 2005. Filed by s/ Michele Bradford, Esquire. 2CC Atty	No Judge
07/21/2005	<input checked="" type="checkbox"/> Answer To Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 Reform Mortgage, Nunc Pro Tunc, filed by s/ Molly Ann Guthrie, f/k/a Molly Ann Matthews. No CC	Fredric Joseph Ammerman
08/08/2005	<input checked="" type="checkbox"/> Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, filed by s/Michele Bradford, Esq. Two CC Attorney <input checked="" type="checkbox"/> Certificate of Service, Plaintiff's Petition for Supplementary Relief in Aid of Execution, served by regular mail on Defendants, filed by s/Michele Bradford, Esq. Two CC Attorney	Fredric Joseph Ammerman

Current Judge: Fredric Joseph Ammerman

Charles J. Lewis, Catherine A. Duttry vs. Leah M. Lewis, Walter Joseph Borders, Gerald C. Lewis, Roger E. Lewis

Civil Other

Date	Judge	
05/06/2002	Filing: Complaint in Equity Paid by: Gates, Andrew P. (attorney for Lewis, Charles J) Receipt number: 1842056 Dated: 05/06/2002 Amount: \$80.00 (Check) Two CC Attorney Gates	No Judge
	Petition for Preliminary Injunction to Enjoin: 1) The Sale, Conveyance, Transfer or Assignment of Real Estate Presently Titled in the Name of Leah M. Lewis; 2) Defendants from Going on that Portion of the Real Estate Presently Utilized by "Muddy Run Raceway" or Otherwise Interfering with Access to said "Muddy Run Raceway" by Plaintiffs and Patrons of "Muddy Run Raceway"; and 3) Defendants from Going in or Otherwise Interfering with Plaintiff's Peaceful Possession and Quiet Enjoyment of the Family Residence, filed by s/Andrew Gates, Esq. Two CC Attorney Gates	No Judge
05/07/2002	RULE, AND NOW, this 7th day of May, 2002, Defendants to show cause on the 3rd day of June, 2002, at 9:00 a.m. by the Court, s/FJA,J. 2 cc Atty Gates	Fredric Joseph Ammerman
05/20/2002	Affidavit of Service, Complaint, Petition for Preliminary Injunction and Rule upon Defendant, LEAH M. LEWIS, s/Heather Roudebush.	Fredric Joseph Ammerman
	Affidavit of Service, Complaint, Petition for Preliminary Injunction and Rule upon Defendant, WALTER JOSEPH BORDERS. s/Heather Roudebush	Fredric Joseph Ammerman
06/03/2002	Entry of Appearance, on behalf of Leah M. Lewis, n/k/a Leah M. Borders and Walter Joseph Borders, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric Joseph Ammerman
	Defendants' Response to Plaintiffs' Petition for Preliminary Injunction, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric Joseph Ammerman
	ORDER, NOW, this 3rd day of June, 2002, re: Plaintiffs' Petition for Preliminary Injunction. Filed by s/FJA,J. 2 cc Atty Gates, Du Bois	Fredric Joseph Ammerman
06/13/2002	Praeclipe, filed by Atty. Gates. Received \$5,000.00 from Atty. Gates Ck#3491 to be placed in Escrow per Court Order dated June 3, 2002. Money deposited in Escrow account at Clfd. Bank & Trust.	Fredric Joseph Ammerman
07/01/2002	Answer To Plaintiffs' Complaint and New Matter. Filed by s/Jeffrey S. DuBois, Esq. Verification s/Leah M. Borders s/Walter Joseph Borders Certificate of Service 2 cc to Atty	Fredric Joseph Ammerman
07/22/2002	Plaintiffs' Reply to New Matter. Filed by Atty. Gates. Certificate of Service. Fredric Joseph Ammerman No cc.	Fredric Joseph Ammerman
08/05/2002	Notice of Service of Taking of Deposition of LEAH BORDERS and WALTER JOSEPH BORDERS c/o Jeffrey S. DuBois, Esq. and ASAP REPORTING filed by s/Andrew P. Gates, Esquire no cc	Fredric Joseph Ammerman
08/08/2002	Notice of Service, Notices of Deposition to ANDREW P. GATES, ESQ. and ASAP REPORTING. filed by s/Jeffrey S. Du Bois, Esq. no cc	Fredric Joseph Ammerman
09/11/2002	Notice of Service of Requests For Production of Documents upon ANDREW P. GATES, ESQ. s/Jeffrey S. DuBois, Esq. no cc	Fredric Joseph Ammerman
10/14/2002	Certificate of Readiness. filed by s/Jeffrey S. DuBois, Esq. Copy to CA	Fredric Joseph Ammerman
11/01/2002	Notice of Service of Plaintiffs' Request For Production Of Documents Directed to Defendants upon: Jeffrey S. DuBois, Esq. filed by s/Andrew P. Gates, Esq.	Fredric Joseph Ammerman

Date: 09/15/2005

Time: 11:49 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01953-CD

User: LBENDER

Current Judge: Fredric Joseph Ammerman

Mortgage Electronic Registration Systems, Inc. vs. Michael Craig Matthews, Milly Ann Matthews

Mortgage Foreclosures

Date		Judge
08/16/2005	<input checked="" type="checkbox"/> Order, AND NOW, this 15th day of August, 2005, Oral Argument on Plaintiff's Petition for Supplementary Relief is scheduled for the 19th day of September, 2005, at 3:00 p.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Atty Bradford	Fredric Joseph Ammerman
08/24/2005	<input checked="" type="checkbox"/> 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 Esq. No CC.	Fredric Joseph Ammerman
09/06/2005	<input checked="" type="checkbox"/> Certificate of Service, copy of the Court's Order of August 16, 2005 scheduling oral argument on Plaintiff's Petition for Supplementary Relief in Aid of Execution was sent to the Defendants on Sept. 2, 2005. Filed by s/ Michele M. Bradford, Esquire. 1CC to Atty	Fredric Joseph Ammerman
	<input checked="" type="checkbox"/> Praecipe To Withdraw Answer to Petition For Supplementary Relief In Aid Of Execution Pursuant to Rule 3118 To Reform Mortgage, Nunc Pro Tunc, and Stipulation, signed by Molly Ann Guthrie. Filed by s/ Michele M. Bradford, Esquire. 1CC to Atty.	Fredric Joseph Ammerman

Date: 08/03/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 10:57 AM

ROA Report

Page 5 of 5

Case: 2002-00716-CD

Current Judge: Fredric Joseph Ammerman

Charles J. Lewis, Catherine A. Duttry vs. Leah M. Lewis, Walter Joseph Borders, Gerald C. Lewis, Roger E. Lewis

Civil Other

Date		Judge
07/06/2005	✓ Order, this 5th day of July, 2005, Ordered that counsel for both parties submit appropriate letter brief to the Court on the issue of the appropriate parcel to be conveyed to the Defendants within no more than 15 days from this date. Counsel shall also within the same time period submit a proposed Order relative the Plaintiffs' Petition for Special Relief. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty Gates, DuBois	Fredric Joseph Ammerman
07/29/2005	Order, this 28th day of July, 2005, Defendants' Petition to Enforce Court Order is denied in its entirety (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys Gates, DuBois	Fredric Joseph Ammerman

FEDERMAN PHELAN, LLP
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 SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 04-1953-C

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

CLEARFIELD COUNTY

FILED

in 11:58 am 2004

DEC 08 2004

Defendants

William A. Shaw
Prothonotary

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. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

*2-10-05 Document
Reinstated/Reissued to Sheriff/Attorney
for service.*

Will A. Shaw
Deputy Prothonotary

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

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

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

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:

AURORA LOAN SERVICES, INC.
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

3. On 11/17/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199820726. By Assignment of Mortgage recorded 12/01/2003 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200321763.
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 06/01/2004 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:

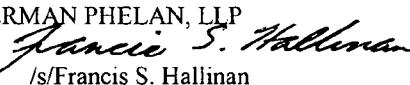
Principal Balance	\$36,952.43
Interest	1,474.07
05/01/2004 through 12/07/2004	
(Per Diem \$6.67)	
Attorney's Fees	1,250.00
Cumulative Late Charges	64.48
11/17/1998 to 12/07/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 40,290.98
Escrow	
Credit	0.00
Deficit	471.47
Subtotal	<u>\$ 471.47</u>
TOTAL	\$ 40,762.45

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 40,762.45, together with interest from 12/07/2004 at the rate of \$6.67 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 PHELAN, LLP

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

SCHEDULE "A"

70-01634747

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE, LYING AND BEING IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIN AT CORNER OF FOURTH STREET IN THE SAID CITY, AND A 16 FOOT ALLEY; THENCE ALONG SAID ALLEY EASTERLY 60 FEET TO AN IRON PIN AT CORNER OF LANDS HEREIN CONVEYED AND LANDS NOW OR FORMERLY OF C.P. MUNCH ESTATE; THENCE ALONG LINE OF LANDS NOW OR FORMERLY OF THE SAID MUNCH ESTATE 54.1 FEET TO AN IRON PIN AT CORNER OF LANDS HERE CONVEYED AND OTHER LANDS OF CORA F. MACMINN, ET AL.; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES ALONG LINE OF OTHER LANDS OF CORA F. MACMILL, ET AL. 60 FEET TO AN IRON PIN AT FOURTH STREET; THENCE NORTHERLY ALONG NORTH FOURTH STREET, 53.85 FEET TO AN IRON PIN AND THE PLACE OF BEGINNING. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE AND A FRAME GARAGE BUILDING.

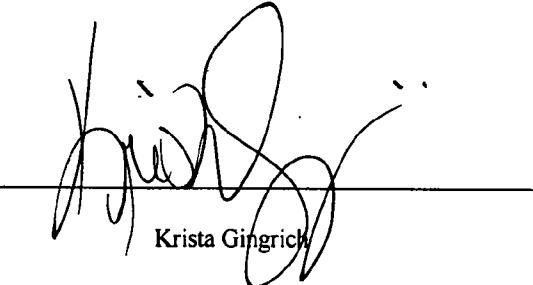
BEING THE SAME PROPERTY CONVEYED TO MICHAEL CRAIG MATTHEWS AND MILLY ANN MATTHEWS, HUSBAND AND WIFE TENANTS BY THE ENTIRETY BY DEED FROM W. DAVID P. NOVES AND DIANE R. NOVES, HUSBAND AND WIFE RECORDED 11/17/1998 IN DEED BOOK 1986 PAGE 49, IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA.

TAX ID# 7-3-17-5377

PROPERTY BEING: 10 NORTH 4TH STREET

VERIFICATION

Krista Gingrich, hereby states that she is VICE PRESIDENT of AURORA LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Krista Gingrich
Vice President

DATE: 12/3/14

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., ID. NO. 32227
FRANCIS S. HALLINAN, ESQ., ID. NO. 62695
DANIEL G. SCHMIEG, ESQ., ID. NO. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

MICHAEL CRAIG MATTHEWS
MOLLY ANN MATTHEWS

Defendants

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD County
: No. 04-1953-CD
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

PHELAN HALLINAN & SCHMIEG, LLP
By: 
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: February 4, 2005

/cdc, Svc Dept.
File# 100374

FILED
M 1:43 AM 02/7/05
64 *reinstate to shaw*
FEB 10 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100216
NO: 04-1953-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS a/k/a MOLLY ANN MATTHEWS

SHERIFF RETURN

NOW, March 16, 2005 AT 12:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MILLY ANN MATTHEWS a/k/a MOLLY ANN MATTHEWS DEFENDANT AT SHFF. OFFICE, 1 N. 2nd ST., SUITE 116., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MOLLY A. MATTHEWS GUTHRIE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED
04-04-B-1
MAR 23 2005 CIR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100216
NO: 04-1953-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

VS.

DEFENDANT: MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS a/k/a MOLLY ANN MATTHEWS

SHERIFF RETURN

NOW, March 03, 2005 AT 2:51 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL CRAIG MATTHEWS DEFENDANT AT SHFF. OFFICE, 1 N. 2nd ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL CRAIG MATTHEWS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100216
NO: 04-1953-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS a/k/a MOLLY ANN MATTHEWS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	404810	10.00
SHERIFF HAWKINS	PHELAN	404844	62.17
SURCHARGE	PHELAN	404844	10.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100055**

Case # 04-1953-CD

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS a/k/a MOLLY
ANN MATTHEWS

SHERIFF RETURNS

NOW January 27, 2005 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO MICHAEL
CRAIG MATTHEWS, DEFENDANT. NOT HOME, LEFT NOTE

SERVED BY: /

FILED

JAN 28 2005

6/9/25/
William A. Shaw
Prothonotary/Clerk of Courts

*FILED
JAN 28 2005
William A. Shaw
Prothonotary/Clerk of Courts*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100055**

Case # 04-1953-CD

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS a/k/a MOLLY
ANN MATTHEWS

SHERIFF RETURNS

NOW January 27, 2005 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO MILLY
ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, DEFENDANT. NOT HOME, LEFT NOTE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	FEDERMAN	392605	20.00
SHERIFF HAWKINS	FEDERMAN	392605	34.39

Sworn to Before me This

28th Day of Jan. 2005



So Answers,


Chester A. Hawkins
Sheriff

FEDERMAN PHELAN, LLP
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 SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

Plaintiff
v.

CIVIL DIVISION

TERM

NO. 04-1953-C

CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

DEC 08 2004

Defendants

Attest.

William L. Hause
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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. Meholic, Court Administrator

Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

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

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.

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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:

AURORA LOAN SERVICES, INC.
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

3. On 11/17/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199820726. By Assignment of Mortgage recorded 12/01/2003 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200321763.
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 06/01/2004 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	\$36,952.43
Interest	1,474.07
05/01/2004 through 12/07/2004	
(Per Diem \$6.67)	
Attorney's Fees	1,250.00
Cumulative Late Charges	64.48
11/17/1998 to 12/07/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 40,290.98
Escrow	
Credit	0.00
Deficit	471.47
Subtotal	<u>\$ 471.47</u>
TOTAL	\$ 40,762.45

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 40,762.45, together with interest from 12/07/2004 at the rate of \$6.67 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 PHELAN, LLP
Francis S. Hallinan
By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

SCHEDULE "A"

70-01634747

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE, LYING AND BEING IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIN AT CORNER OF FOURTH STREET IN THE SAID CITY, AND A 16 FOOT ALLEY; THENCE ALONG SAID ALLEY EASTERLY 60 FEET TO AN IRON PIN AT CORNER OF LANDS HEREIN CONVEYED AND LANDS NOW OR FORMERLY OF C.P. MUNCH ESTATE; THENCE ALONG LINE OF LANDS NOW OR FORMERLY OF THE SAID MUNCH ESTATE 54.1 FEET TO AN IRON PIN AT CORNER OF LANDS HERE CONVEYED AND OTHER LANDS OF CORA F. MACMINN, ET AL.; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES ALONG LINE OF OTHER LANDS OF CORA F. MACMILL, ET AL. 60 FEET TO AN IRON PIN AT FOURTH STREET; THENCE NORTHERLY ALONG NORTH FOURTH STREET, 53.85 FEET TO AN IRON PIN AND THE PLACE OF BEGINNING. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE AND A FRAME GARAGE BUILDING.

BEING THE SAME PROPERTY CONVEYED TO MICHAEL CRAIG MATTHEWS AND MILLY ANN MATTHEWS, HUSBAND AND WIFE TENANTS BY THE ENTIRETY BY DEED FROM W. DAVID P. NOVES AND DIANE R. NOVES, HUSBAND AND WIFE RECORDED 11/17/1998 IN DEED BOOK 1986 PAGE 49, IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA.

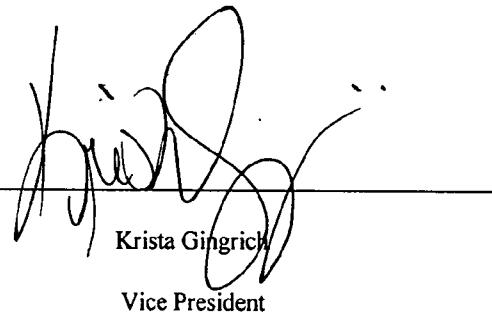
TAX ID# 7-3-17-5377

PROPERTY BEING: 10 NORTH 4TH STREET

VERIFICATION

Krista Gingrich, hereby states that she is VICE PRESIDENT of AURORA

LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Krista Gingrich
Vice President

DATE: 12/3/14

FEDERMAN PHELAN, LLP
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 SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 04-1953-C

CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

DEC 08 2004

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Defendants

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. Meholic, Court Administrator
Clearfield County Courthouse

2nd and Market Streets
Clearfield, PA 16830

724-814-7652 x 5982
Available to be
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100% of the time
100% of the time
100% of the time

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MCLEAN, VA 22102

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SCOTTSBLUFF, NE 69361

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MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
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FEDERMAN PHELAN, LLP
Francis S. Hallinan
By: /s/ Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

SCHEDULE "A"

70-01634747

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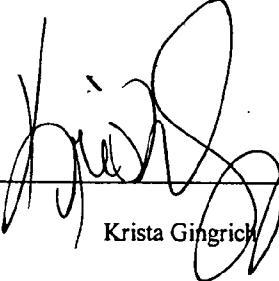
TAX ID# 7-3-17-5377

PROPERTY BEING: 10 NORTH 4TH STREET

VERIFICATION

Krista Gingrich, hereby states that she is VICE PRESIDENT of AURORA

LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Krista Gingrich
Vice President

DATE:

12/3/14

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Mortgage Electronic Registration System, Inc. :
v. : NO. 04-1953-CD
: Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

RULE

AND NOW, this _____ day of _____, 2004, a Rule is
entered upon the Defendant(s) to show cause why the attached Plaintiff's Petition for
Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro
Tunc should not be entered. RULE RETURNABLE the _____ day of
_____, 2005.

By the Court:

J.

unacceptable.
one of the
worst orders
I've seen...

- F

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Mortgage Electronic Registration System, Inc. : NO. 04-1953-CD
v. :
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

ORDER

Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, it is hereby **ORDERED** and **DECREED** that the mortgage to National City Bank of Pennsylvania, for the mortgaged premises located 10 North 4th Street, Dubois, PA 15801 Mortgage recorded in the Office of the Recorder of Deeds of Clearfield County at Instrument #199820726 on November 17, 1998, which was assigned to Plaintiff by assignment of mortgage dated November 19, 2003 and recorded December 1, 2003 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number #200321763 is reformed to add Defendant Milly Ann Matthews a/k/a Molly Ann Matthews as a signatory and Mortgagor under the Mortgage as of November 17, 1998 nunc pro tunc..

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

By the Court:

J₁

PHELAN HALLINAN AND SCHMIEG, LLP

By: MICHELE BRADFORD, ESQ.
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

Mortgage Electronic Registration System, Inc. :
v. : NO. 04-1953-CD
: :
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

CERTIFICATE OF SERVICE

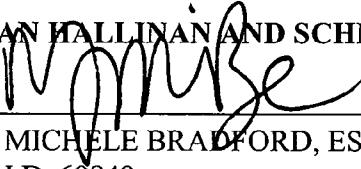
I hereby certify that true and correct copies of the foregoing Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, and Brief were served by regular mail on:

Michael Craig Matthews
10 North 4th Street
Dubois, PA 15801

Milly Ann Matthews
a/k/a Molly Ann Matthews
10 North 4th Street
Dubois, PA 15801

Respectfully submitted,

PHELAN HALLINAN AND SCHMIEG, LLP

By: 
MICHELE BRADFORD, ESQ.
I.D. 69849
One Penn Center Plaza
Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

FILED
JUL 12 2005
2005 Atty

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN AND SCHMIEG, LLP

By: MICHELE BRADFORD, ESQ.
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

Mortgage Electronic Registration System, Inc. :
v. : NO. 04-1953-CD
: :
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

**PETITION FOR SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO
RULE 3118 TO REFORM MORTGAGE, NUNC PRO TUNC**

AND NOW COMES Plaintiff, Mortgage Electronic Registration System, Inc. by and through its attorney, Phelan Hallinan and Schmieg, LLP and presents this Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, and in support thereof avers the following:

1. On November 17, 1998, Milly Ann Matthews a/k/a Molly Ann Matthews and Michael Craig Matthews (hereinafter "the Defendants") acquired title to 10 North 4th Street, Dubois, Pennsylvania 15801 (hereinafter "the mortgaged premises"). Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the Deed.
2. Thereafter, on November 17, 1998, Defendant, Michael C. Matthews, executed and delivered a purchase money mortgage to National City Bank of Pennsylvania for the mortgaged premises, which Mortgage recorded in the Office of the Recorder of Deeds of Clearfield County at Instrument #199820726 on November 17, 1998,

which mortgage was assigned to National City Mortgage Company by assignment

M 10:30 AM
JUL 12 2005
2005

William A. Shaw
Prothonotary/Clerk of Courts
Atty

of mortgage dated November 17, 1998 and recorded November 17, 1998 in the Office of the Recorder of Deeds of Clearfield County in Record Book 1986, Page 62, and was subsequently assigned to Mortgage Electronic Registration Systems, Inc. by assignment of mortgage dated November 9, 2003 and recorded December 1, 2003 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number #200321763. Attached hereto, made a part hereof and marked as Exhibit "B" are true and correct copies of the mortgage and assignments.

3. Through an inadvertence or mutual mistake, Defendant Milly Ann Matthews a/k/a Molly Ann Matthews' name was inadvertently left off the Mortgage, and as a result, Defendant Milly Ann Matthews a/k/a Molly Ann Matthews, failed to execute the mortgage.
4. Through an inadvertence or mutual mistake, only Defendant Michael C. Matthews executed the Mortgage notwithstanding that Defendants hold title to the Property as tenants by the entireties.
5. It is believed, and therefore averred, that it was all the parties' intention that Michael Craig Matthews and Milly Ann Matthews a/k/a Molly Ann Matthews execute the mortgage, as both Defendants benefited from the Plaintiff's mortgage since was used to purchase the mortgaged premises.
6. The mortgage subsequently went into default upon Defendants' failure to tender monthly payments due upon said mortgage since June 1, 2004.
7. In rem mortgage foreclosure proceedings were initiated on December 8, 2004. Attached hereto, made a part hereof, and marked as Exhibit "C" is a true and correct copy of the Complaint.

8. Milly Ann Matthews a/k/a Molly Ann Matthews was named a party Defendant in conformity with Pa.R.C.P. 1144.
9. Defendants failed to respond to said Complaint, and a default judgment and writ of execution were entered against them on May 3, 2005. Attached hereto, made a part hereof, and marked as Exhibit "D" is a true and correct copy of the praecipe for judgment.
10. The inadvertent omission of Defendant Milly Ann Matthews a/k/a Molly Ann Matthew's execution of the mortgage has created a cloud on title, which necessitates the within requested relief.
11. Defendant, Milly Ann Matthews a/k/a Molly Ann Matthews' failure to sign the Mortgage occurred as a result of mutual mistake.
12. Unless the Mortgage is reformed to add Defendant Milly Ann Matthews a/k/a Molly Ann Matthews as a mortgagor, the Plaintiff may never acquire a first-position mortgage lien against the Property.
13. If the Court grants the relief sought herein, neither the Defendants nor any third party will be prejudiced or harmed. There are no other liens against the property. A true and correct copy of the title report is attached herewith and marked as Exhibit "E".
14. It is believed and therefore averred that the only prejudice that could occur in this proceeding is if the Mortgage is not reformed and the Plaintiff is prevented from executing on the judgment that this court entered in its favor.
15. Equity dictates that Plaintiff be allowed to reform the Mortgage.
16. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order reforming the Mortgage to add Defendant Milly Ann Matthews a/k/a Molly Ann Matthews as a signatory and Mortgagor under the Mortgage as of the date of the Mortgage, Nunc Pro Tunc.

Respectfully submitted,

PHELAN HALLINAN AND SCHMIEG, LLP

Date: June 27, 2005

By: 

MICHELE BRADFORD, ESQ.
I.D. 69849
One Penn Center Plaza
Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

EXHIBIT “A”

VOL 1906 PAGE 49

THIS DEED,

MADE the 29th day of OCTOBER in the year nineteen hundred and ninety-eight (1998),

BETWEEN W. DAVID P. NOVES and DIANNE R. NOVES, husband and wife, of Randolph, New York, Grantors, parties of the first part;

A N D

MICHAEL CRAIG MATTHEWS and MOLLY ANN MATTHEWS, husband and wife, of R.D.#2, Rockton, Clearfield County, Pennsylvania, as tenants by the entirety, Grantees, parties of the second part.

WITNESSETH. That in consideration of Thirty-Nine Thousand Dollars (\$39,000.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees,

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

BEGINNING at an iron pin at corner of Fourth Street in the said City, and a 16 foot alley, thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Easterly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning. Having erected thereon a two-story frame dwelling house and a frame garage building.

RESERVING to Cora F. MacMinn, et al., their heirs, successors and assigns, the right to cross the rear or Easterly portion of the above described lands with a pipe line for the conveyance of water and the right of going on said lands for the purpose of maintenance and repair of said water line as provided in the deed from Cora F. MacMinn, et al. to Delos E. Hibner, Jr. and Helen L Hibner, his wife, dated September 30, 1936, and recorded at Clearfield, Pennsylvania, in Deed Book 323, page 383.

EXCLUDING the same premises which were conveyed to W. David P. Noves, et ux. by deed of Delos E. Hibner, III., et al., dated January 17, 1991, and recorded at Clearfield, Pennsylvania, in Deeds and Records Book No. 1386, page 162.

Vol 1886 PAGE 50

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENT
390.00

Grantors herein state that the hereinabove described property is not presently being used for disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980 - 97, Section 405.

AND the said Grantors will generally warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals the day and year first above written.

W. David P. Mowes (SEAL)
W. David P. Mowes

Diane R. Mowes (SEAL)
Diane R. Mowes

BUCKS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 390.00
PAID 11/13/98 KAREN L. STARK
Date 11/13/98

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Stark

Karen L. Stark
Recorder of Deeds

11-17-8
CLEARFIELD COUNTY
ENTERED OF RECORD
THURS 11-19-98
BY DL FILE
FEES 15.00
Karen L. Stark, Recorder



EXHIBIT “B”

RETURN TO:

NATIONAL CITY MORTGAGE CO
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

Parcel Number:

1510
11/17/98
0009402634

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.

4421997129-

THIS MORTGAGE ("Security Instrument") is given on **November 17, 1998**
The Mortgagor is

MICHAEL C. MATTHEWS

("Borrower"). This Security Instrument is given to
National City Bank of Pennsylvania

which is organized and existing under the laws of **The United States of America**, and
whose address is **116 Allegheny Center Mall, Pittsburgh, Pennsylvania 15212-5356**
("Lender"). Borrower owes Lender the principal sum of

THIRTY NINE THOUSAND EIGHT HUNDRED EIGHTY EIGHT & 00/100 Dollars (U.S. \$ **39,888.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **December 1**

2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

VMP-4R(PA) (9604).01

VMP MORTGAGE FORMS - (800)521-7288

Page 1 of 8

Initials: MCW



11/17/98 Assignment of Mortgage 1986/62

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in **Clearfield** County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED

which has the address of **10 N 4TH ST, DUBOIS** [Street, City],
Pennsylvania **15801** [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 COVENANTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstate. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. 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.

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

22. 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.

23. 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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider

Planned Unit Development Rider

Growing Equity Rider

Graduated Payment Rider

Other [specify]

LEGAL DESCRIPTION

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Kristen L. Zurat

Michael C. Matthews (Seal)
MICHAEL C. MATTHEWS
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, Daniel C. Bell, Esquire, do hereby certify that the correct address of the within-named Lender is 1160 Allegheny Center mall, Pittsburgh, PA 15212-5356

Witness my hand this

17th day of November, 1998

Dan Bell

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

Agent of Lender
County ss:

On this, 17th day of November, 1998, before me, the undersigned officer, personally appeared Michael C. Matthews

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

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

Kristen L. Zurat

Notary Public

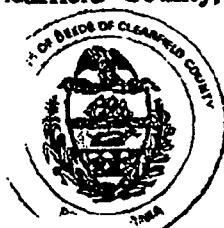
Title of Officer

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

BEGINNING at an iron pin at corner of Fourth Street in the said City, and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning. Having erected thereon a two-story frame dwelling house and a frame garage building.

RESERVING to Cora F. MacMinn, et al., their heirs, successors and assigns, the right to cross the rear or Easterly portion of the above described lands with a pipe line for the conveyance of water and the right of going on said lands for the purpose of maintenance and repair of said water line as provided in the deed from Cora F. MacMinn, et al. to Delos E. Hibner, Jr. and Helen L Hibner, his wife, dated September 30, 1936, and recorded at Clearfield, Pennsylvania, in Deed Book 323, page 383.

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen J. Stark

Karen L. Stark
Recorder of Deeds

11-17-98

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:05 PM
BY Jan Bell
FEES .25

Karen L. Stark, Recorder

Entered of Record 11-17 1998 12:05 PM Karen L. Stark, Recorder

FOR VALUE RECEIVED National City Bank of Pennsylvania ("Bank"), hereby sells, transfers, sets over and assigns to:

**National City Mortgage Company
3232 Newmark Drive, Miamisburg, OH 45342**

its successors and/or assigns, Bank's entire right, title, and interest in and to the following described mortgage ("Mortgage") and promissory note ("Promissory Note") which are dated 11/17/98, in the original principal amount of \$ 39,888.00. The mortgage is described and identified by the following name(s) of the mortgagor(s), instrument number, and/or book and page number as recorded in CLEARFIELD County, PENNSYLVANIA.

MORTGAGOR(S)	INSTRUMENT NO.	BOOK	PAGE
MICHAEL C MATTHEWS		1986	53

IN TESTIMONY WHEREOF, said National City Bank of Pennsylvania has hereunto set its hand
this, the 17 day of NOVEMBER, 1908.

ATTEST:

Carol A. Dickey
Type Name: CAROL A. DICKIE
Shenxi L. Johnston
Type Name: Shenxi L. Johnston

By: Sail L. Youvan

Name: GAIL L YOWAN
Title: Vice President

STATE OF Pennsylvania}
COUNTY OF Allegheny} SS:

On this, the 17 day of NOVEMBER, 1908, before me
DARLENE S ZIEMIANSKI, the undersigned officer, personally appeared
CAIL L YOWAN, who acknowledged himself to be the Vice President of National City
Bank of Pennsylvania, a corporation, and that he as such Vice President, being authorized to do so,
executed the foregoing instrument for the purpose therein contained by signing the name of the
corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seals.

Mark S. Jensen
NOTARY PUBLIC

This Instrument Prepared by:
JOYCE DEEMER (Name)
National City Mfg. Company
P.O. Box 8800
Dayton, OH 45401
When recorded, mail to preparer

My commission expires _____

A circular library stamp. The outer ring contains the text "THE C. I. A. S." at the top and "LIBRARY" at the bottom. The inner circle contains the date "DECEMBER 1971" and the word "LIBRARY" below it.

hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

11-17-98

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:06 PM
BY Van Bell
FEES 15.00

Karen L. Starck, Recorder

Entered of Record 11-17 1998 11:06 PM Karen L. Starck, Recorder

Recording Requested By:
ASSIGNMENT PREP: DARLINE DIETZ

When Recorded Return To:

DARLINE DIETZ
AURORA LOAN SERVICE, INC.
601 5TH AVENUE
SCOTTSBLUFF, NE 69361-

CORPORATE ASSIGNMENT OF MORTGAGE

CLEARFIELD COUNTY, PENNSYLVANIA
SELLER'S SERVICING#: 0106612906 "MATTHEWS" AURO01
OLD SERVICING #: 9402634
MERS #: 10002540002875863 VRU #: 1-888-679-6377

Date of Assignment: 11/19/2003
Assignor: NATIONAL CITY MORTGAGE CO. at 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342
Assignee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. at G 4318 MILLER ROAD, FLINT, MI 48507

Date of Mortgage/Deed of Trust/Security Deed: 11/17/1998
Executed By: MICHAEL MATTHEWS To: NATIONAL CITY BANK OF PENNSYLVANIA
Recorded 11/17/1998 in Book/Reel/Liber 1986 Page/Folio 53 In CLEARFIELD COUNTY, PENNSYLVANIA City of DUBOIS.

I do certify that the precise address of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. is G 4318 MILLER ROAD, FLINT, MI 48507
Attested By: Darline Dietz

Property Address: 10N 4TH ST, DUBOIS, PA, 15801, situated in the City of Dubois, County of Clearfield, in the Commonwealth of Pennsylvania.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or Notes or other evidence of indebtedness (the "Note"), said note having an original principal sum of \$39,888.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument and Note, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument and Note. Furthermore, I do certify that the precise address of the within named Assignee is at G 4318 MILLER ROAD, FLINT, MI 48507.

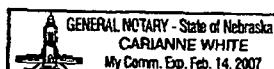
NATIONAL CITY MORTGAGE CO.
On November 19, 2003

By: Yvonne Stich
YVONNE STICH, SR. VICE
PRESIDENT

STATE OF Nebraska
COUNTY OF Scotts Bluff

ON November 19, 2003, before me, CARIANNE WHITE, a Notary Public in and for the County of Scotts Bluff County, State of Nebraska, personally appeared YVONNE STICH, SR. VICE PRESIDENT of NATIONAL CITY MORTGAGE CO., 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Carianne White
CARIANNE WHITE
Notary Expires: 02/14/2007



(This area for notarial seal)
Aurora Loan Services Inc., 601 5th Ave, Scottsbluff, NE 69361
DAD/200311190013 PASTATE CLEARFIELD PA BAT: 61271/0106612906 KAPAMOR

EXHIBIT “C”

FEDERMAN PHELAN, LLP
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 SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 04-1953-4

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

CLEARFIELD COUNTY

FILED

11:58

DEC 08 2004

William A. Shaw
Prothonotary

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FEDERMAN AND PHELAN
NOTICE ATTORNEY FILE COPY /
PLEASE RETURN

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. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Street
Clearfield, PA 16830
814-765-2640

*We hereby certify that the copy of the original filed of record
FEDERMAN AND PHEL*

FEDERMAN PHELAN, LLP
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 SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

NO.

CLEARFIELD COUNTY

Defendants

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.

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800-692-7375

Notice to Defend:
David S. Meholic, 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:

AURORA LOAN SERVICES, INC.
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

3. On 11/17/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199820726. By Assignment of Mortgage recorded 12/01/2003 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200321763.
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 06/01/2004 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	\$36,952.43
Interest	1,474.07
05/01/2004 through 12/07/2004	
(Per Diem \$6.67)	
Attorney's Fees	1,250.00
Cumulative Late Charges	64.48
11/17/1998 to 12/07/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 40,290.98
Escrow	
Credit	0.00
Deficit	471.47
Subtotal	<u>\$ 471.47</u>
TOTAL	\$ 40,762.45

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 40,762.45, together with interest from 12/07/2004 at the rate of \$6.67 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 PHELAN, LLP
Francis S. Hallinan
 By: /s/ Francis S. Hallinan
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

SCHEDULE "A"

70-01634747

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE, LYING AND BEING IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIN AT CORNER OF FOURTH STREET IN THE SAID CITY, AND A 16 FOOT ALLEY; THENCE ALONG SAID ALLEY EASTERLY 60 FEET TO AN IRON PIN AT CORNER OF LANDS HEREIN CONVEYED AND LANDS NOW OR FORMERLY OF C.P. MUNCH ESTATE; THENCE ALONG LINE OF LANDS NOW OR FORMERLY OF THE SAID MUNCH ESTATE 54.1 FEET TO AN IRON PIN AT CORNER OF LANDS HERE CONVEYED AND OTHER LANDS OF CORA F. MACMINN, ET AL.; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES ALONG LINE OF OTHER LANDS OF CORA F. MACMILL, ET AL. 60 FEET TO AN IRON PIN AT FOURTH STREET; THENCE NORTHERLY ALONG NORTH FOURTH STREET, 53.85 FEET TO AN IRON PIN AND THE PLACE OF BEGINNING. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE AND A FRAME GARAGE BUILDING.

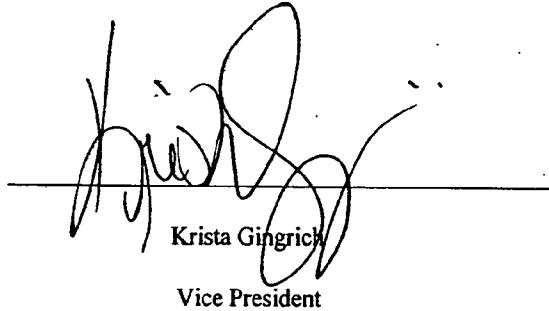
BEING THE SAME PROPERTY CONVEYED TO MICHAEL CRAIG MATTHEWS AND MILLY ANN MATTHEWS, HUSBAND AND WIFE TENANTS BY THE ENTIRETY BY DEED FROM W. DAVID P. NOVES AND DIANE R. NOVES, HUSBAND AND WIFE RECORDED 11/17/1998 IN DEED BOOK 1986 PAGE 49, IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA.

TAX ID# 7-3-17-5377

PROPERTY BEING: 10 NORTH 4TH STREET

VERIFICATION

Krista Gingrich, hereby states that she is VICE PRESIDENT of AURORA LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Krista Gingrich
Vice President

DATE: 12/3/14

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.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

ATTORNEY FILE COPY
PLEASE RETURN

ATTORNEY FILE COPY
PLEASE RETURN

1
FILED
MAY 03 2005
William A. Shaw
Prothonotary/Clerk of Courts

**PRAECLPICE 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 MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, 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 Interest (12/8/04 to 4/27/05)	\$40,762.45 <u>940.47</u>
TOTAL	\$41,702.92

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.

ATTORNEY FILE COPY
PLEASE RETURN

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: May 3, 2005

1
COPY
PRO PROTHY

PMB

ATTORNEY FILE COPY
PLEASE RETURN

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

Vs.

CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
Defendants

NO. 04-1953-CD

TO: MICHAEL CRAIG MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

DATE OF NOTICE: APRIL 6, 2005

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

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
Defendants

: NO. 04-1953-CD

TO: **MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801**

DATE OF NOTICE: APRIL 6, 2005

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

COPY

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHÈLAN HALLINAN & SCHMIEG
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.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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, MICHAEL CRAIG MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801 .
- (c) that defendant, MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801 .

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Plaintiff No.: 04-1953-CD

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on May 3, 2005.

By: DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. 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.

EXHIBIT “E”

ARACOR Search and Abstract Services, Inc.
One Penn Center, 1617 J.F.K. Boulevard, Suite 305
Philadelphia, Pennsylvania 19103
(215) 496-0900
FAX (215) 496-0904

RECORD OWNER AND LIEN CERTIFICATE

Effective Date: 9/23/2004

Order Number: A96107
Client Number: 2144858

Premises: 10 NORTH 4TH STREET, CITY OF DUBOIS
CLEARFIELD COUNTY
PA

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as an abstractor for its negligence, mistakes or omissions in a sum not to exceed Two Thousand Dollars.

DESCRIPTION

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

BEGINNING at an iron pin at corner of Fourth Street in the said City and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al, 60 feet to an iron pin at Fourth Street; the Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning.

HAVING erected thereon a two-story frame dwelling house and a frame garage building.

Tax Parcel #7-3-17-5377

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Michael Craig Matthews and Molly Ann Matthews
by reason of the following:

BEING THE SAME premises which w. David P. Moves and Diane R. Moves, husband and wife by
Deed dated 10/29/1998 and recorded 11/17/1998 in the County of Clearfield in Record Book
Volume 1986 Page 49, conveyed unto Michael Craig Matthews and Molly Ann Matthews, husband
and wife.

AND THE SAID Molly Ann Matthews and Michael Craig Matthews were divorced from the bonds
of matrimony in Docket #02-661-CD on 9/18/2002.

Subject to the encumbrances and claims as follows:

TAXES:

Receipts for Township, County and School Taxes for the years 2001 to 2003, inclusive.

Township, County and School Taxes for current year 2004.

(Payment should be verified)

Assessment \$11,700.00 (Tax Parcel #7-3-17-5377)

WATER AND SEWER RENTS:

Receipts for Water and Sewer Rents for the years 2001 to 2003.

Water and Sewer Rents for current year 2004.

(Payment should be verified)

MECHANICS AND MUNICIPAL CLAIMS: None

MORTGAGES:

1. \$39,888.00 - Michael C. Matthews
To: National City Bank of Pennsylvania
Dated: 11/17/1998 Recorded: 11/17/1998
Record Volume 199820726

ASSIGNED TO: National City Mortgage Company, dated 11/17/1998 and recorded
11/17/1998 in Record Book Volume 1986 Page 62.

LAST ASSIGNED TO: Mortgage Electronic Registration Systems, Inc., dated
11/9/2003 and recorded 12/1/2003 in Instrument #200321763.
Assignee's Addr: P.O. Box 2026, Flint, MI 48501-2026

**NOTICE: The above identified mortgage was executed only by Michael C.
Matthews..**

JUDGMENTS:

1. National City Mortgage Company as Assignee of National City Bank of Pennsylvania
-vs- Michael C. Matthews and Molly Ann Matthews, his wife
#01-645-CD 7/13/2001 \$48,938.15 Judgment; 1/21/2002 Writ Returned
Plaintiff's Addr: 3232 Newmark Drive, Miamisburg, OH 48342

BANKRUPTCIES: None

REQUIREMENTS/EXCEPTIONS:

1. **NOTICE:** Divorce Proceedings instituted in Docket #02-661-CD filed
____ / ____ / ____ between Molly A. Matthews and Michael C. Matthews; final decree
granted on 9/18/2002. (Copy Not Available)
2. **NOTICE:** The current public records fail to reflect any indications of the
existence of a Homeowners or Condominium Association. Proof to be provided
that subject premises is not a part of nor subject to assessment fees, service dues,
or other charges of Homeowners or Condominium Association; otherwise,
receipts to be produced and filed with Company.
3. **IMPORTANT NOTICE:** Notice required under Rule 3129 for any possible
outstanding support obligations filed of record or with the Domestic Relations
section of the County, and the Commonwealth of Pennsylvania, Department of
Welfare.
4. Possible additional assessment for taxes on any new construction or major
improvement to premises.
5. Subject to any and all recorded Rights, Restrictions, Easements, Covenants, etc., that
may appear of record.
6. **NOTICE:** Probate Search of the above identified owner(s) disclosed no estate filed of
record.
7. Reservation of pipe line for the conveyance of water as provided in Deed Book 323
Page 383.
8. Company assumes no liability as to right to surface support nor for any surface
subsidence.

REQUIREMENTS/EXCEPTIONS: (CONTINUED)

9. Subject to any coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.
10. Subject to coal and mining rights.

WJM/cm

VERIFICATION

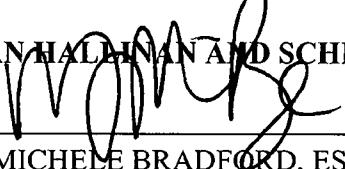
MICHELE BRADFORD, ESQ., hereby states that she is the attorney for Plaintiff in this action, that she is authorized to take this Affidavit, and that the statements made in the foregoing Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc are true 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. Section 4904 relating to unsworn falsification of authorities.

Dated: June 27, 2005

Respectfully submitted,

PHELAN HALLINAN AND SCHMIEG, LLP

By: _____


MICHELE BRADFORD, ESQ.
I.D. 69849
One Penn Center Plaza
Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

FILED

JUL 12 2005

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.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, 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	\$40,762.45
Interest (12/8/04 to 4/27/05)	<u>940.47</u>
TOTAL	\$41,702.92

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
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: May 3, 2005

Willie Shaw
PRO PROTHY

PMB

FILED *GW*
MAY 03 2005 *Att'y pd. 20.00*
100% Notice
to Defs.

William A. Shaw *Statement to*
Prothonotary/Clerk of Courts *Atty*

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
Defendants

: NO. 04-1953-CD

TO: MICHAEL CRAIG MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

DATE OF NOTICE: APRIL 6, 2005

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

11-12-05
FBI - HARRISBURG
FBI - HARRISBURG

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
Defendants

: NO. 04-1953-CD

**TO: MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801**

DATE OF NOTICE: APRIL 6, 2005

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

copy

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG
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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

No.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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, MICHAEL CRAIG MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801 .

(c) that defendant, MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801.

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

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on May 3, 2005.

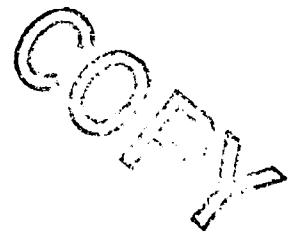
By: William H. Gray DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. 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.

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



Mortgage Electronic Registration Systems, Inc.
Plaintiff(s)

No.: 2004-01953-CD

Real Debt: \$41,702.92

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Michael Craig Matthews
Milly Ann Matthews
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: May 3, 2005

Expires: May 3, 2010

Certified from the record this 3rd day of May, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

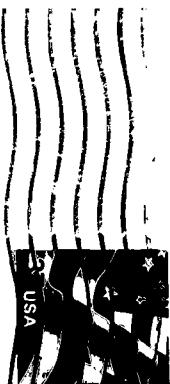
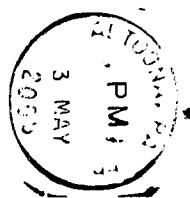
Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Office of the Prothonotary
Clearfield County Courthouse
Clearfield, PA 16830

FILED
MAY 09 2005

William A. Shaw
Prothonotary/Clerk of Courts



MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

10 NORTH 4TH ST

DUBOIS, PA

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

RTS
RETURN TO SENDER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

No.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, 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	\$40,762.45
Interest (12/8/04 to 4/27/05)	<u>940.47</u>
TOTAL	\$41,702.92

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

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: May 3, 2005

Willie L. Hay

PRO PROTHY

PMB

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

ATTORNEY FOR PLAINTIFF

Plaintiff	: COURT OF COMMON PLEAS
Vs.	: CIVIL DIVISION
MICHAEL CRAIG MATTHEWS MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS Defendants	: CLEARFIELD COUNTY
	: NO. 04-1953-CD

TO: MICHAEL CRAIG MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

DATE OF NOTICE: APRIL 6, 2005

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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

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
Defendants

: NO. 04-1953-CD

TO: MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

DATE OF NOTICE: APRIL 6, 2005

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

PHELAN HALLINAN & SCHMIEG
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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

No.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

VERIFICATION OF NON-MILITARY SERVICE

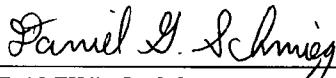
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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, MICHAEL CRAIG MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801 .

(c) that defendant, MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801.

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.: 04-1953-CD

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on May 3, 2005.

By: Willie May DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. 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

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

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

vs.

**MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS**

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

No. 04-1953-CD

**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	<u>\$41,702.92</u>
------------	--------------------

Interest from 4/27/05 to	and Costs.
Date of Sale (\$6.86 per diem)	<u>132.00</u> Prothonotary costs

Daniel G. 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.

FILED *6/1/12 BY* *Att'y pd. 20.00*
MAY 03 2005 ICC & Clerks w/descr.
to Shff
PMB
FBI - U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
FBI - U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

No. 04-1953-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

Prothonotary/Clerk of Courts
William A. Shady
5000

MAY 03 2005

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

FILED

Samuel G. Schenley
Attorney for Plaintiff(s)

Address: 10 NORTH 4TH STREET, DUBOIS, PA 15801
10 NORTH 4TH STREET, DUBOIS, PA 15801
Where papers may be served.

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.: 04-1953-CD

vs.

CLEARFIELD COUNTY

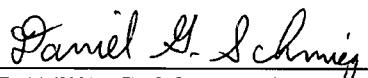
MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 10 NORTH 4TH STREET, DUBOIS, PA 15801:

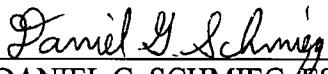
1. Name and address of Owner(s) or reputed Owner(s):

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
MICHAEL CRAIG MATTHEWS	10 NORTH 4TH STREET DUBOIS, PA 15801
MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS	10 NORTH 4TH STREET DUBOIS, PA 15801

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

April 27, 2005

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

CLEARFIELD COUNTY

No.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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 Praecept for the Writ of Execution was filed the following information concerning the real property located at 10 NORTH 4TH STREET, DUBOIS, PA 15801:

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

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

NATIONAL CITY MORTGAGE COMPANY AS ASSIGNEE OF NATIONAL CITY BANK OF PENNSYLVANIA	3232 NEW MARK DRIVE MIAMISBURG, OH 48342
--	---

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	10 NORTH 4TH STREET DUBOIS, PA 15801
-----------------	---

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 27, 2005

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

vs.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 04-1953-CD

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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: **10 NORTH 4TH STREET, DUBOIS, PA 15801**

(See legal description attached.)

Amount Due	<u>\$41,702.92</u>
Interest from 4/27/05 to Date of Sale (\$6.86 per diem)	<u>\$ _____</u>
Total	<u>\$ _____</u> Plus costs as endorsed. <i>132.00</i> Prothonotary costs <i>132.00</i> 132.00

Dated 5/3/05
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

PMB

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. 04-1953-CD

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$41,702.92

Int. from 4/27/05 _____
to Date of Sale (\$6.86 per diem)

Costs

Prothy. Pd. 132.00

Sheriff

Attorney for Plaintiff

Attorney for Plaintiff

Address: 10 NORTH 4TH STREET, DUBOIS, PA 15801
10 NORTH 4TH STREET, DUBOIS, PA 15801
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 THAT CERTAIN lot or piece of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at corner of Fourth Street in the said City and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning.

HAVING erected thereon a two-story frame dwelling house and a frame garage building.

Tax Parcel #7-3-17-5377

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Michael Craig Matthews and Molly Ann Matthews
by reason of the following:

BEING THE SAME premises which w. David P. Moves and Diane R. Moves, husband and wife by Deed dated 10/29/1998 and recorded 11/17/1998 in the County of Clearfield in Record Book Volume 1986 Page 49, conveyed unto Michael Craig Matthews and Molly Ann Matthews, husband and wife.

AND THE SAID Molly Ann Matthews and Michael Craig Matthews were divorced from the bonds of matrimony in Docket #02-661-CD on 9/18/2002.

PREMISES BEING: 10 NORTH 4TH STREET, DUBOIS, PA 15801

2 E Second Ave.
DuBois, PA 15801
July 19, 2005

FILED NO
m/ 10/2005
JUL 21 2005 6
cc

William A Shaw
Prothonotary/Clerk of Courts

RE:
Mortgage Electronic Systems, Inc.
v.
Michael Craig Matthews
Molly Ann Matthews

COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 04-1953-CD

Clearfield County

ANSWER TO PLAINTIFF'S PETITION FOR SUPPLEMENTARY RELIEF IN AID OF
EXECUTION PURSUANT TO RULE 3118 REFORM MORTGAGE, NUNC PRO TUNC

IN RESPONSE TO Plaintiff, I, Molly Ann Guthrie, formerly known as Molly Ann Matthews, assert the following by point to Plaintiff's petition:

1. No dispute.
2. Though I have no dispute with the fact that the mortgage was assigned to Mortgage Electronic Systems, Inc. on November 9, 2003, I was never notified of this change, nor of any change in the status of the mortgage due to divorce (September 20, 2002). As I was not a party to the mortgage, I can understand my not being notified.
3. There was no mistake or oversight committed in my not being included on the mortgage. This was done by design, as my credit history would have resulted in the refusal of National City to grant a mortgage. This can be corroborated by the realtor involved at the time, Cindy Frick, an agent of Howard Hanna Realty (1998).
4. I have no dispute with this description, except for the fact that all interested parties were completely aware that no

mistake was being made in my not being included in executing the mortgage. Additionally, following the divorce of September 20, 2002, it is my assertion that Defendant Michael C. Matthews became tenant in common.

5. Certainly Plaintiff's petition makes a false assertion on this point, namely because the mortgage was made based on a suggestion by National City that I not be included. I can not contest the latter portion of this point, however, as to benefits.
6. I cannot dispute or confirm this fact.
7. I cannot dispute this fact. I was notified of proceedings on February 10, 2005, via the Clearfield County Sheriff's Office.
8. I cannot dispute this fact. I realize that I was named.
9. No dispute on my part; I did not respond. I was assured by Defendant Michael C. Matthews that he was making payment arrangements, and that, in any event, I would not be part of any civil proceedings.
10. My dispute on this point is mainly with the use of the phrase "inadvertent omission" and its implication(s).
11. As indicated above, my failure to sign the Mortgage can in no way be characterized as a "mutual mistake", especially by those who would seek to do so after having designed the Mortgage around my exclusion.
12. No response.
13. Should the Court grant relief, I will be harmed by being included as a Defendant in a foreclosure which seeks to

augment the instrument (mortgage) of that action after it had been designed specifically to exclude myself. This will result in further credit problems which should be rightfully be consequential to those who sought, and then defaulted on the Mortgage, of which I am neither.

14. The only prejudice that could occur is not limited to the Plaintiff, but includes myself.
15. Plaintiff agreed to acquire Mortgage without reform.
16. A possible remedy would be to have my name removed from the Deed or Title, which I would welcome, and allow Plaintiff to foreclose on Mr. Matthews alone.

I respectfully ask that Plaintiff's petition not be granted in this matter. The lender(s) involved are actually responsible for my omission on Mortgage and should not be allowed to attempt to persuade the Court otherwise by claiming that a series of very unlikely mistakes were made.

Respectfully,

Molly Ann Guthrie
Molly Ann Guthrie

Date: July 19, 2005

cc: Michele Bradford
PHELAN HALLINAN AND SCHMIEG, LLP

GA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Mortgage Electronic Registration System, Inc. :
v. : NO. 04-1953-CD
: :
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

ORDER

AND NOW, this 15th day of AUGUST, 2005, Oral Argument on Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc is hereby scheduled for the 19th day of September, 2005 at 3:00 ~~am~~/pm in courtroom 1.

By the Court:



FILED

AUG 16 2005
B60 0 13:30 1
William A. Shaw
Prothonotary
2 CERO TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Mortgage Electronic Registration System, Inc. : NO. 04-1953-CD
v. :
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

ORDER

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

By the Court:

1

FILED
m 11:09 AM
AUG 08 2005
Atty
Red
JRC
ATTY A. SHAW
Prothonotary Clerk of Courts

PHELAN HALLINAN AND SCHMIEG, LLP
By: MICHELE BRADFORD, ESQ.
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

Mortgage Electronic Registration System, Inc. :
v. : NO. 04-1953-CD
: :
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, and Brief were served by regular mail on:

Michael Craig Matthews
10 North 4th Street
Dubois, PA 15801

Milly Ann Matthews
a/k/a Molly Ann Matthews
10 North 4th Street
Dubois, PA 15801

Respectfully submitted,

PHELAN HALLINAN AND SCHMIEG, LLP

Date: August 4, 2005

By: 
MICHELE BRADFORD, ESQ.
I.D. 69849
One Penn Center Plaza
Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

PHELAN HALLINAN AND SCHMIEG, LLP
By: MICHELE BRADFORD, ESQ.
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

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AUG 08 2005
William A. Shaw
Prothonotary/Clerk of Courts
ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

Mortgage Electronic Registration System, Inc. :
v. : NO. 04-1953-CD
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

PETITION FOR SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO
RULE 3118 TO REFORM MORTGAGE, NUNC PRO TUNC

AND NOW COMES Plaintiff, Mortgage Electronic Registration System, Inc. by and through its attorney, Phelan Hallinan and Schmieg, LLP and presents this Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, and in support thereof avers the following:

1. On November 17, 1998, Milly Ann Matthews a/k/a Molly Ann Matthews and Michael Craig Matthews (hereinafter "the Defendants") acquired title to 10 North 4th Street, Dubois, Pennsylvania 15801 (hereinafter "the mortgaged premises"). Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the Deed.
2. Thereafter, on November 17, 1998, Defendant, Michael C. Matthews, executed and delivered a purchase money mortgage to National City Bank of Pennsylvania for the mortgaged premises, which Mortgage recorded in the Office of the Recorder of Deeds of Clearfield County at Instrument #199820726 on November 17, 1998, which mortgage was assigned to National City Mortgage Company by assignment

of mortgage dated November 17, 1998 and recorded November 17, 1998 in the Office of the Recorder of Deeds of Clearfield County in Record Book 1986, Page 62, and was subsequently assigned to Mortgage Electronic Registration Systems, Inc. by assignment of mortgage dated November 9, 2003 and recorded December 1, 2003 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number #200321763. Attached hereto, made a part hereof and marked as Exhibit "B" are true and correct copies of the mortgage and assignments.

3. Through an inadvertence or mutual mistake, Defendant Milly Ann Matthews a/k/a Molly Ann Matthew's name was inadvertently left off the Mortgage, and as a result, Defendant Milly Ann Matthews a/k/a Molly Ann Matthews, failed to execute the mortgage.
4. Through an inadvertence or mutual mistake, only Defendant Michael C. Matthews executed the Mortgage notwithstanding that Defendants hold title to the Property as tenants by the entireties.
5. It is believed, and therefore averred, that it was all the parties' intention that Michael Craig Matthews and Milly Ann Matthews a/k/a Molly Ann Matthews execute the mortgage, as both Defendants benefited from the Plaintiff's mortgage since was used to purchase the mortgaged premises.
6. The mortgage subsequently went into default upon Defendants' failure to tender monthly payments due upon said mortgage since June 1, 2004.
7. In rem mortgage foreclosure proceedings were initiated on December 8, 2004. Attached hereto, made a part hereof, and marked as Exhibit "C" is a true and correct copy of the Complaint.

8. Milly Ann Matthews a/k/a Molly Ann Matthews was named a party Defendant in conformity with Pa.R.C.P. 1144.
9. Defendants failed to respond to said Complaint, and a default judgment and writ of execution were entered against them on May 3, 2005. Attached hereto, made a part hereof, and marked as Exhibit "D" is a true and correct copy of the praecipe for judgment.
10. The inadvertent omission of Defendant Milly Ann Matthews a/k/a Molly Ann Matthews's execution of the mortgage has created a cloud on title, which necessitates the within requested relief.
11. Defendant, Milly Ann Matthews a/k/a Molly Ann Matthews' failure to sign the Mortgage occurred as a result of mutual mistake.
12. Unless the Mortgage is reformed to add Defendant Milly Ann Matthews a/k/a Molly Ann Matthews as a mortgagor, the Plaintiff may never acquire a first-position mortgage lien against the Property.
13. If the Court grants the relief sought herein, neither the Defendants nor any third party will be prejudiced or harmed. There are no other liens against the property. A true and correct copy of the title report is attached herewith and marked as Exhibit "E".
14. It is believed and therefore averred that the only prejudice that could occur in this proceeding is if the Mortgage is not reformed and the Plaintiff is prevented from executing on the judgment that this court entered in its favor.
15. Equity dictates that Plaintiff be allowed to reform the Mortgage.
16. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order reforming the Mortgage to add Defendant Milly Ann Matthews a/k/a Molly Ann Matthews as a signatory and Mortgagor under the Mortgage as of the date of the Mortgage, Nunc Pro Tunc.

Respectfully submitted,

PHELAN HALLINAN AND SCHMIEG, LLP

Date: August 4, 2005

By: _____


MICHELE BRADFORD, ESQ.
I.D. 69849
One Penn Center Plaza
Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

EXHIBIT “A”

VOL 1986 PAGE 49

THIS DEED,

MADE the 29th day of OCTOBER in the year nineteen hundred and ninety-eight (1998),

BETWEEN W. DAVID P. NOVES and DIANE R. NOVES, husband and wife, of Randolph, New York, Grantors, parties of the first part,

AND

MICHAEL CRAIG MATTHEWS and MOLLY ANN MATTHEWS, husband and wife, of R.D. #2, Rockton, Clearfield County, Pennsylvania, as tenants by the entirety, Grantees, parties of the second part.

WITNESSETH, That in consideration of Thirty-Nine Thousand Dollars (\$39,000.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees,

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

BEGINNING at an iron pin at corner of Fourth Street in the said City, and a 16 foot alley, thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning. Having erected thereon a two-story frame dwelling house and a frame garage building.

RESERVING to Cora F. MacMinn, et al., their heirs, successors and assigns, the right to cross the rear or Easterly portion of the above described lands with a pipe line for the conveyance of water and the right of going on said lands for the purpose of maintenance and repair of said water line as provided in the deed from Cora F. MacMinn, et al. to Delos E. Hibner, Jr. and Helen L Hibner, his wife, dated September 30, 1936, and recorded at Clearfield, Pennsylvania, in Deed Book 323, page 363.

EXCLUDING the same premises which were conveyed to W. David P. Noyes, et ux. by deed of Delos E. Hibner, III., et al., dated January 17, 1991, and recorded at Clearfield, Pennsylvania, in Deeds and Records Book No. 1386, page 162.

vol 1986 page 50

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF ENVIRONMENT

390.00

Grantors herein state that the hereinabove described property is not presently being used for disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980 - 97, Section 405.

AND the said Grantors will generally warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals the day and year first above written.

W. David P. Noves (SEAL)
W. David P. Noves

Diane R. Noves (SEAL)
Diane R. Noves

BEDD'S AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT: 390.00
PAID: 11/17/97 KANTEL: 748.8
Date Date

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Stark

Karen L. Stark
Recorder of Deeds

11-17-97

CLEARFIELD COUNTY
ENTERED OF RECORD
DATE 11-17-97
BY Karen L. Stark
FEES 15.00
Karen L. Stark, Recorder



10/01/2004 09:5

EXHIBIT “B”

RETURN TO:

NATIONAL CITY MORTGAGE CO
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

Parcel Number:

1510
11/17/98
0009402634

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.

4421997129-

THIS MORTGAGE ("Security Instrument") is given on **November 17, 1998**
The Mortgagor is

MICHAEL C. MATTHEWS

("Borrower"). This Security Instrument is given to
National City Bank of Pennsylvania

which is organized and existing under the laws of **The United States of America**, and
whose address is **116 Allegheny Center Mall, Pittsburgh, Pennsylvania 15212-5356**
("Lender"). Borrower owes Lender the principal sum of
THIRTY NINE THOUSAND EIGHT HUNDRED EIGHTY EIGHT & 00/100 Dollars (U.S. \$ **39,888.00**).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on **December 1**
2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

 **4R(PA) (9604.01)**

VMP MORTGAGE FORMS - (800)521-729

Page 1 of 8

Initials: 



11/17/98 Assignment of Mortgage 1986/62

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in **Clearfield** County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED

which has the address of **10 N 4TH ST, DUBOIS** [Street, City],
Pennsylvania **15801** [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 COVENANTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. 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.

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

22. 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.

23. 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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other [specify]

LEGAL DESCRIPTION

MCW

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:




MICHAEL C. MATTHEWS (Seal)
-Borrower

Certificate of Residence
I, Daniel C. Bell, Esquire, do hereby certify that the correct address of
the within-named Lender is 1160 Allegheny Center Mall, Pittsburgh, PA 15212-5356

Witness my hand this 17th day of November, 1998



Agent of Lender
County ss:

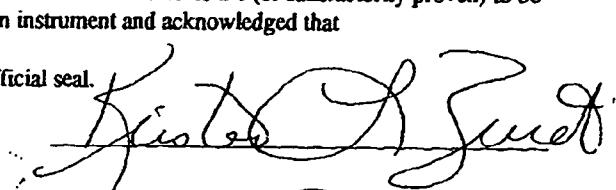
COMMONWEALTH OF PENNSYLVANIA,

Clearfield

On this, 17th day of November, 1998, before me, the undersigned officer,
personally appeared Michael C. Matthews

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

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



Notary Public

Title of Officer

ND-4R(PA) (9604.01)

Page 8 of 8

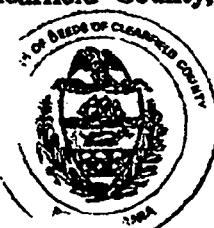
NOTARIAL SEAL
KRISTEN L. ZURAT, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD CO., PA
MY COMMISSION EXPIRES MAY 7, 2001

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

BEGINNING at an iron pin at corner of Fourth Street in the said City, and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning. Having erected thereon a two-story frame dwelling house and a frame garage building.

RESERVING to Cora F. MacMinn, et al., their heirs, successors and assigns, the right to cross the rear or Easterly portion of the above described lands with a pipe line for the conveyance of water and the right of going on said lands for the purpose of maintenance and repair of said water line as provided in the deed from Cora F. MacMinn, et al. to Delos E. Hibner, Jr. and Helen L Hibner, his wife, dated September 30, 1936, and recorded at Clearfield, Pennsylvania, in Deed Book 323, page 383.

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Stark
Karen L. Stark
Recorder of Deeds

11-17-98

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:05 PM
BY Dan Bell
FEES 25.00
Karen L. Stark, Recorder

Entered of Record 11-17-98; 12:05 PM Karen L. Stark, Recorder

FOR VALUE RECEIVED National City Bank of Pennsylvania ("Bank"), hereby sells, transfers, sets over and assigns to:

**National City Mortgage Company
3232 Newmark Drive, Miamisburg, OH 45342**

its successors and/or assigns, Bank's entire right, title, and interest in and to the following described mortgage ("Mortgage") and promissory note ("Promissory Note") which are dated 11/17/98, in the original principal amount of \$ 39,888.00. The mortgage is described and identified by the following name(s) of the mortgagor(s), instrument number, and/or book and page number as recorded in CLEARFIELD County, PENNSYLVANIA.

MORTGAGOR(S)	INSTRUMENT NO.	BOOK	PAGE
MICHAEL C MATTHEWS		1986	53

IN TESTIMONY WHEREOF, said National City Bank of Pennsylvania has hereunto set its hand this, the 17 day of NOVEMBER, 1998.

ATTEST:

Carol A. Duffy
Type Name: CAROL A DUFFY
Shenxi L. Johnston
Type Name: Shenxi L. Johnston

By: Gail L. Youvan

Name: GAIL L YOWAN
Title: Vice President

STATE OF Pennsylvania
COUNTY OF Allegheny} SS:

On this, the 17 day of NOVEMBER, 1909, before me
DARLENE S ZIEMIANSKI, the undersigned officer, personally appeared
CAIIL YOWAN, who acknowledged himself to be the Vice President of National City
Bank of Pennsylvania, a corporation, and that he as such Vice President, being authorized to do so,
executed the foregoing instrument for the purpose therein contained by signing the name of the
corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seals.

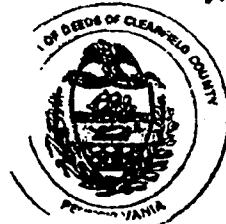
Mark S. Jensen
NOTARY PUBLIC

This Instrument Prepared by:

JOYCE DEEMER (Name)
National City Mtg. Company
P.O. Box 8800
Dayton, OH 45401
When recorded, mail to preparer

My commission expires _____

hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Stark
Karen L. Stark
Recorder of Deeds

11-17-98
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:06 PM
BY Dan Bell
FEES \$5.00
Karen L. Stark, Recorder

Entered of Record 11-17-98 11:06 PM Karen L. Stark, Recorder

Recording Requested By:
ASSIGNMENT PREP: DARLINE DIETZ

When Recorded Return To:

DARLINE DIETZ
AURORA LOAN SERVICE, INC.
601 5TH AVENUE
SCOTTSBLUFF, NE 69361-

CORPORATE ASSIGNMENT OF MORTGAGE

CLEARFIELD COUNTY, PENNSYLVANIA
SELLER'S SERVICING#: 0105612906 "MATTHEWS" AURO01
OLD SERVICING #: 9402634
MERS #: 100025400002875863 VRU #: 1-888-679-6377

Date of Assignment: 11/19/2003
Assignor: NATIONAL CITY MORTGAGE CO. at 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342
Assignee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. at G 4318 MILLER ROAD, FLINT, MI 48507

Date of Mortgage/Deed of Trust/Security Deed: 11/17/1998
Executed By: MICHAEL MATTHEWS To: NATIONAL CITY BANK OF PENNSYLVANIA
Recorded 11/17/1998 in Book/Reel/Liber 1986 Page/Folio 53 In CLEARFIELD COUNTY, PENNSYLVANIA City of DUBOIS.

I do certify that the precise address of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. is G 4318 MILLER ROAD, FLINT, MI 48507
Attested By: Darline Dietz

Property Address: 10N 4TH ST, DUBOIS, PA, 15801, situated in the City of Dubois, County of Clearfield, in the Commonwealth of Pennsylvania.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above-named Assignor, the receipt and sufficiency of which is hereby acknowledged, said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or Notes or other evidence of indebtedness (the "Note"), said note having an original principal sum of \$39,888.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument and Note, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument and Note. Furthermore, I do certify that the precise address of the within named Assignee is at G 4318 MILLER ROAD, FLINT, MI 48507.

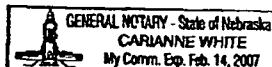
NATIONAL CITY MORTGAGE CO.
On November 19, 2003

By: Yvonne Stich
YVONNE STICH, SR. VICE
PRESIDENT

STATE OF Nebraska
COUNTY OF Scotts Bluff

ON November 19, 2003, before me, CARIANNE WHITE, a Notary Public in and for the County of Scotts Bluff County, State of Nebraska, personally appeared YVONNE STICH, SR. VICE PRESIDENT of NATIONAL CITY MORTGAGE CO., 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Carianne White
CARIANNE WHITE
Notary Expires: 02/14/2007



(This area for notarial seal)
Aurora Loan Services Inc., 601 5th Ave, Scottsbluff, NE 69361
DAD200311190013 PASTATE CLEARFIELD PA BAT: 61271/0105612906 KAPAMOR!

EXHIBIT "C"

FEDERMAN PHELAN, LLP
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 SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 04-1953-①

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

CLEARFIELD COUNTY

FILED

11:58

DEC 08 2004

William A. Shaw
Prothonotary

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FEDERMAN AND PHELAN
NOTICE ATTORNEY FILE COPY
PLEASE RETURN

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.

~~FEDERMAN AND PHELAN~~
~~ATTORNEY FILE COPY~~
~~PLEASE RETURN~~
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. Meholic, Court Administrator
Clearfield County Courthouse

2nd and Market

Clearfield, PA 16830

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FEDERMAN PHELAN, LLP
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 SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

CLEARFIELD COUNTY

Defendants

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. Meholic, Court Administrator
Clearfield County Courthouse

2nd and Market Streets

Clearfield, PA 16830

Within 814-765-2641 x-5982

Correct copy of complaint
Original filed of record
FEDERMAN AND PHELAN

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

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

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

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:

AURORA LOAN SERVICES, INC.
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

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

3. On 11/17/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199820726. By Assignment of Mortgage recorded 12/01/2003 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200321763.
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 06/01/2004 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	\$36,952.43
Interest	1,474.07
05/01/2004 through 12/07/2004	
(Per Diem \$6.67)	
Attorney's Fees	1,250.00
Cumulative Late Charges	64.48
11/17/1998 to 12/07/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 40,290.98
Escrow	
Credit	0.00
Deficit	471.47
Subtotal	<u>\$ 471.47</u>
TOTAL	\$ 40,762.45

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 40,762.45, together with interest from 12/07/2004 at the rate of \$6.67 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 PHELAN, LLP
Francis S. Hallinan
By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

SCHEDULE "A"

70-01634747

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE, LYING AND BEING IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIN AT CORNER OF FOURTH STREET IN THE SAID CITY, AND A 16 FOOT ALLEY; THENCE ALONG SAID ALLEY EASTERLY 60 FEET TO AN IRON PIN AT CORNER OF LANDS HEREIN CONVEYED AND LANDS NOW OR FORMERLY OF C.P. MUNCH ESTATE; THENCE ALONG LINE OF LANDS NOW OR FORMERLY OF THE SAID MUNCH ESTATE 54.1 FEET TO AN IRON PIN AT CORNER OF LANDS HERE CONVEYED AND OTHER LANDS OF CORA F. MACMINN, ET AL.; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 02 MINUTES ALONG LINE OF OTHER LANDS OF CORA F. MACMILL, ET AL. 60 FEET TO AN IRON PIN AT FOURTH STREET; THENCE NORTHERLY ALONG NORTH FOURTH STREET, 53.85 FEET TO AN IRON PIN AND THE PLACE OF BEGINNING. HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING HOUSE AND A FRAME GARAGE BUILDING.

BEING THE SAME PROPERTY CONVEYED TO MICHAEL CRAIG MATTHEWS AND MILLY ANN MATTHEWS, HUSBAND AND WIFE TENANTS BY THE ENTIRETY BY DEED FROM W. DAVID P. NOVES AND DIANE R. NOVES, HUSBAND AND WIFE RECORDED 11/17/1998 IN DEED BOOK 1986 PAGE 49, IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA.

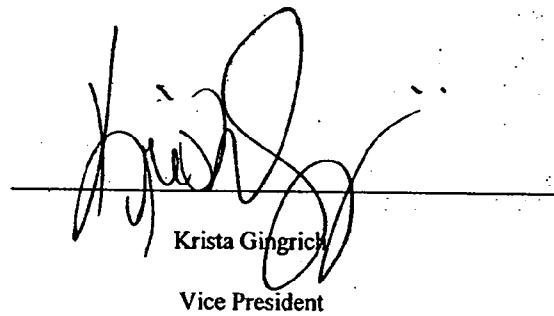
TAX ID# 7-3-17-5377

PROPERTY BEING: 10 NORTH 4TH STREET

VERIFICATION

Krista Gingrich, hereby states that she is VICE PRESIDENT of AURORA

LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Krista Gingrich
Vice President

DATE:

12/3/14

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.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

ATTORNEY FILE COPY
PLEASE RETURN

ATTORNEY FILE COPY
PLEASE RETURN

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

**PRAEICE 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 MICHAEL CRAIG MATTHEWS and MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, 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	\$40,762.45
Interest (12/8/04 to 4/27/05)	<u>940.47</u>
TOTAL	\$41,702.92

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.

ATTORNEY FILE COPY
PLEASE RETURN

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: May 3, 2005

COPY
PRO PROTHY

PMB

ATTORNEY FILE COPY
PLEASE RETURN

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

ATTORNEY FOR PLAINTIFF

Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
Defendants

: CLEARFIELD COUNTY

: NO. 04-1953-CD

TO: MICHAEL CRAIG MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

DATE OF NOTICE: APRIL 6, 2005

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

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS
A/K/A MOLLY ANN MATTHEWS
Defendants

: NO. 04-1953-CD

TO: MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS
10 NORTH 4TH STREET
DUBOIS, PA 15801

DATE OF NOTICE: APRIL 6, 2005

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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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

*** COPY

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG
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.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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, MICHAEL CRAIG MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801.
- (c) that defendant, MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, is over 18 years of age, and resides at 10 NORTH 4TH STREET, DUBOIS, PA 15801.

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Plaintiff No.: 04-1953-CD

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on May 3, 2005.

By: DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. 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 **

EXHIBIT “E”

ARACOR Search and Abstract Services, Inc.
One Penn Center, 1617 J.F.K. Boulevard, Suite 305
Philadelphia, Pennsylvania 19103
(215) 496-0900
FAX (215) 496-0904

RECORD OWNER AND LIEN CERTIFICATE

Effective Date: 9/23/2004

Order Number: A96107
Client Number: 2144858

Premises: 10 NORTH 4TH STREET, CITY OF DUBOIS
CLEARFIELD COUNTY
PA

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as an abstractor for its negligence, mistakes or omissions in a sum not to exceed Two Thousand Dollars.

DESCRIPTION

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

BEGINNING at an iron pin at corner of Fourth Street in the said City and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al, 60 feet to an iron pin at Fourth Street; the Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning.

HAVING erected thereon a two-story frame dwelling house and a frame garage building.

Tax Parcel #7-3-17-5377

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Michael Craig Matthews and Molly Ann Matthews
by reason of the following:

BEING THE SAME premises which w. David P. Moves and Diane R. Moves, husband and wife by Deed dated 10/29/1998 and recorded 11/17/1998 in the County of Clearfield in Record Book Volume 1986 Page 49, conveyed unto Michael Craig Matthews and Molly Ann Matthews, husband and wife.

AND THE SAID Molly Ann Matthews and Michael Craig Matthews were divorced from the bonds of matrimony in Docket #02-661-CD on 9/18/2002.

Subject to the encumbrances and claims as follows:

TAXES:

Receipts for Township, County and School Taxes for the years 2001 to 2003, inclusive.

Township, County and School Taxes for current year 2004.

(Payment should be verified)

Assessment \$11,700.00 (Tax Parcel #7-3-17-5377)

WATER AND SEWER RENTS:

Receipts for Water and Sewer Rents for the years 2001 to 2003.

Water and Sewer Rents for current year 2004.

(Payment should be verified)

MECHANICS AND MUNICIPAL CLAIMS: None

MORTGAGES:

1. \$39,888.00 - Michael C. Matthews
To: National City Bank of Pennsylvania
Dated: 11/17/1998 Recorded: 11/17/1998
Record Volume 199820726

ASSIGNED TO: National City Mortgage Company, dated 11/17/1998 and recorded 11/17/1998 in Record Book Volume 1986 Page 62.

LAST ASSIGNED TO: Mortgage Electronic Registration Systems, Inc., dated 11/9/2003 and recorded 12/1/2003 in Instrument #200321763.
Assignee's Addr: P.O. Box 2026, Flint, MI 48501-2026

NOTICE: The above identified mortgage was executed only by Michael C. Matthews..

JUDGMENTS:

1. National City Mortgage Company as Assignee of National City Bank of Pennsylvania
-vs- Michael C. Matthews and Molly Ann Matthews, his wife
#01-645-CD 7/13/2001 \$48,938.15 Judgment; 1/21/2002 Writ Returned
Plaintiff's Addr: 3232 Newmark Drive, Miamisburg, OH 48342

BANKRUPTCIES: None

REQUIREMENTS/EXCEPTIONS:

1. **NOTICE:** Divorce Proceedings instituted in Docket #02-661-CD filed
/ / between Molly A. Matthews and Michael C. Matthews; final decree
granted on 9/18/2002. (Copy Not Available)
2. **NOTICE:** The current public records fail to reflect any indications of the
existence of a Homeowners or Condominium Association. Proof to be provided
that subject premises is not a part of nor subject to assessment fees, service dues,
or other charges of Homeowners or Condominium Association; otherwise,
receipts to be produced and filed with Company.
3. **IMPORTANT NOTICE:** Notice required under Rule 3129 for any possible
outstanding support obligations filed of record or with the Domestic Relations
section of the County, and the Commonwealth of Pennsylvania, Department of
Welfare.
4. Possible additional assessment for taxes on any new construction or major
improvement to premises.
5. Subject to any and all recorded Rights, Restrictions, Easements, Covenants, etc., that
may appear of record.
6. **NOTICE:** Probate Search of the above identified owner(s) disclosed no estate filed of
record.
7. Reservation of pipe line for the conveyance of water as provided in Deed Book 323
Page 383.
8. Company assumes no liability as to right to surface support nor for any surface
subsidence.

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN CERTIFICATE

Order Number: A96107

Client Number: 2144858

REQUIREMENTS/EXCEPTIONS: (CONTINUED)

9. Subject to any coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.
10. Subject to coal and mining rights.

WJM/cm

VERIFICATION

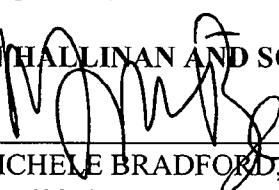
MICHELE BRADFORD, ESQ., hereby states that she is the attorney for Plaintiff in this action, that she is authorized to take this Affidavit, and that the statements made in the foregoing Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc are true 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. Section 4904 relating to unsworn falsification of authorities.

Dated: August 4, 2005

Respectfully submitted,

PHELANTHALLINAN AND SCHMIEG, LLP

By: _____


MICHELE BRADFORD, ESQ.
I.D. 69849
One Penn Center Plaza
Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

SALE DATE: 9/2/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

No.: 04-1953-CD

FILED ^{NO CC}
m 11:03 6/1
AUG 24 2005
SAC

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at:

10 NORTH 4TH STREET, DUBOIS, PA 15801.

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

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

CLEARFIELD COUNTY

No.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 10 NORTH 4TH STREET, DUBOIS, PA 15801:

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

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

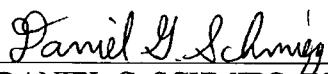
MICHAEL CRAIG MATTHEWS	10 NORTH 4TH STREET DUBOIS, PA 15801
------------------------	---

MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS	10 NORTH 4TH STREET DUBOIS, PA 15801
--	---

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

April 27, 2005

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

CLEARFIELD COUNTY

No.: 04-1953-CD

vs.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 10 NORTH 4TH STREET, DUBOIS, PA 15801:

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

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

NATIONAL CITY MORTGAGE COMPANY AS ASSIGNEE OF NATIONAL CITY BANK OF PENNSYLVANIA	3232 NEW MARK DRIVE MIAMISBURG, OH 48342
--	---

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	10 NORTH 4TH STREET DUBOIS, PA 15801
-----------------	---

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

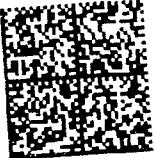
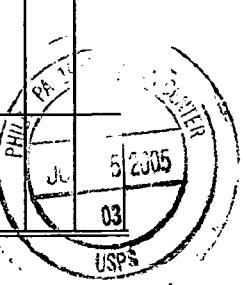
April 27, 2005

Name and
Address
Of Sender

PHELAN HALLINAN & SCHMIEG
One Penn Center at Suburban Station
Philadelphia, PA 19103-1814 SANDRA COOPER/PMB
Suite 1400

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	MICHAEL CRAIG MATTHEWS	Tenant/Occupant, 10 NORTH 4TH STREET, DUBOIS, PA 15801		
2	0106612906	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		NATIONAL CITY MORTGAGE COMPANY AS ASSIGNEE OF NATIONAL CITY BANK OF PENNSYLVANIA 3232 NEW MARK DRIVE MIAMISBURG, OH 48342		
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 \$5,000,000 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.



STATES POSTAGE
UNITED STATES POSTAGE
\$ 01.20⁰
02 1A 0004300377 JUL 05 2005
MAILED FROM ZIP CODE 19103
PITNEY BOWES

Phelan Hallinan & Schmieg, LLP
By: Michele M. Bradford, Esquire
Atty. I.D. No.: 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

Mortgage Electronic Registration Systems, Inc.	:	Court of Common Pleas
Plaintiff	:	
vs.	:	Civil Division
Michael Craig Matthews	:	Clearfield County
Milly Ann Matthews, a/k/a Molly Ann Matthews	:	No. 04-1953-CD
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Court's Order of August 16, 2005 scheduling oral argument on Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc for September 19, 2005 was sent by first class mail to the Defendants on the date indicated:

Michael Matthews
9 East Garfield Avenue
Dubois, PA 15801

DATE: 9/2/05

Molly Ann Guthrie
2 E. Second Avenue
Dubois, PA 15801



Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED

SEP 06 2005
1:45 PM
William A. Shaw (6x)
Prothonotary/Clerk of Courts
1 CEN to APPY

Mortgage Electronic Registration Systems, Inc.	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	Clearfield County
Michael Craig Matthews	:	
Milly Ann Matthews, a/k/a Molly Ann Matthews	:	No. 04-1953-CD
Defendant		

**PRAECIPE TO WITHDRAW ANSWER TO PETITION FOR SUPPLEMENTARY
RELIEF IN AID OF EXECUTION PURSUANT TO RULE 3118 TO REFORM
MORTGAGE, NUNC PRO TUNC**

TO THE PROTHONOTARY:

I hereby withdraw my Answer to Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc with prejudice.

8-19-05
Date

Molly Ann Guthrie
Molly Ann Guthrie
f/k/a Molly Ann Matthews

FILED

SEP 06 2005
11:45 AM (6)
William A. Shaw
Prothonotary/Clerk of Courts

I CERT. TO ATTY

Phelan Hallinan & Schmieg, LLP
By: Michele M. Bradford, Esquire
Atty. I.D. No.: 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

Mortgage Electronic Registration Systems, Inc.	:	Court of Common Pleas
Plaintiff	:	
	:	Civil Division
vs.	:	
	:	Clearfield County
Michael Craig Matthews	:	
Milly Ann Matthews, a/k/a Molly Ann Matthews	:	No. 04-1953-CD
Defendant	:	

STIPULATION

Plaintiff, Mortgage Electronic Registration Systems, Inc. and Defendant, Molly Ann Guthrie, f/k/a Molly Ann Matthews agree and stipulate as follows:

WHEREAS, Michael Craig Matthews and Molly Ann Matthews acquired title to the property at 10 North 4th Street, Dubois, Pennsylvania 15801 by Deed dated October 29, 1998 and recorded November 17, 1998;

WHEREAS, Michael C. Matthews made and executed a Mortgage to National City Bank in the amount of \$39,888.00 on the subject property dated November 17, 1998 and recorded the same date (hereinafter the "Mortgage");

WHEREAS, the Mortgage was subsequently assigned to Plaintiff by Assignment of Mortgage recorded December 1, 2003 as document number 200321763;

WHEREAS, Plaintiff commenced a mortgage foreclosure action upon the Mortgage on December 8, 2004 in the above captioned matter;

WHEREAS, Plaintiff filed a Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc on July 12, 2005;

WHEREAS, Molly Ann Guthrie filed an Answer to the Petition on or about July 22, 2005;

WHEREAS, Plaintiff and Molly Ann Guthrie agree and stipulate as follows:

1. Molly Ann Guthrie hereby withdraws her Answer to the Plaintiff's Petition with

Prejudice, and will sign a praecipe to withdraw her Answer simultaneous with the execution of this Stipulation.

2. Molly Ann Guthrie agrees to convey her interest in the Property to Michael Craig Matthews simultaneous with the execution of this Stipulation by signing the enclosed Deed and having it notarized and returned to Plaintiff's counsel.

3. Upon receipt of the signed Stipulation, Praecipe, and notarized Deed from Molly Ann Matthews, and upon recording of the Deed, Plaintiff will file a Praecipe to discontinue the foreclosure action as to Molly Ann Guthrie and releasing her from liability for the mortgage.

8-19-05

Date

Molly Ann Guthrie

Molly Ann Guthrie
f/k/a Molly Ann Matthews

8/24/05

Date

Michele M. Bradford

Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

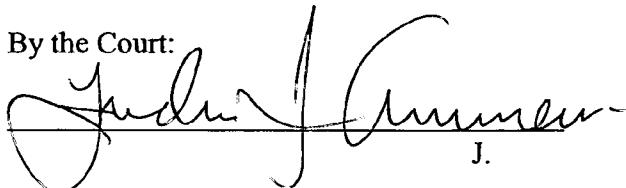
Mortgage Electronic Registration System, Inc. : NO. 04-1953-CD
v. :
Michael Craig Matthews :
Milly Ann Matthews a/k/a Molly Ann Matthews : Clearfield County

ORDER

AND NOW, this 19th day of September, 2005, upon consideration of Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Reform Mortgage, Nunc Pro Tunc, it is hereby ORDERED and DECREED that the mortgage to National City Bank of Pennsylvania, for the mortgaged premises located 10 North 4th Street, Dubois, PA 15801 Mortgage recorded in the Office of the Recorder of Deeds of Clearfield County at Instrument #199820726 on November 17, 1998, which was assigned to Plaintiff by assignment of mortgage dated November 19, 2003 and recorded December 1, 2003 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number #200321763 is reformed to add Defendant Milly Ann Matthews a/k/a Molly Ann Matthews as a signatory and Mortgagor under the Mortgage as of November 17, 1998 nunc pro tunc..

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

By the Court:



FILED 1cc
01/30/2005 Auty
SEP 19 2005 Lhota
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20155
NO: 04-1953-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: MICHAEL CRAIG MATTHEWS AND MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/03/2005

LEVY TAKEN 07/08/2005 @ 11:30 AM

POSTED 07/08/2005 @ 11:30 AM

SALE HELD 10/07/2005

SOLD TO MIDFIRST BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/25/2005

DATE DEED FILED 10/25/2005

PROPERTY ADDRESS 10 NORTH 4TH STREET DUBOIS , PA 15801

FILED
01349301
OCT 25 2005
LS

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

07/08/2005 @ 11:30 AM SERVED MICHAEL CRAIG MATTHEWS

SERVED MICHAEL CRAIG MATTHEWS, DEFENDANT, AT HIS RESIDENCE 10 NORTH 4TH STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL MATTHEWS

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.

07/28/2005 @ 3:15 PM SERVED MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS

SERVED MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILL ANN MATTHEWS

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, SEPTEMBER 1, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SEPTEMBER 2, 2005 TO OCTOBER 7, 2005.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20155
NO: 04-1953-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: MICHAEL CRAIG MATTHEWS AND MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS

Execution REAL ESTATE

SHERIFF RETURN

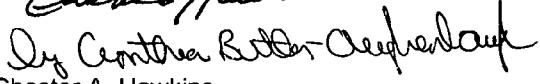
SHERIFF HAWKINS \$283.11

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


By 
Chester A. Hawkins
Sheriff

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

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 04-1953-CD

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A
MOLLY ANN MATTHEWS

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: **10 NORTH 4TH STREET, DUBOIS, PA 15801**

(See legal description attached.)

Amount Due	<u>\$41,702.92</u>
Interest from 4/27/05 to Date of Sale (\$6.86 per diem)	<u>\$ _____</u>
Total	<u>\$ _____</u> Plus costs as endorsed. <u>132.00</u> Prothonotary costs

Will Shaffer
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

PMB

Dated 5/3/05
(SEAL)

Received May 3, 2005 @ 3:30 P.M.
Chestra. Shaffer
by Cynthia Butter-Cayhern Cayhern

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. 04-1953-CD

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

VS.

MICHAEL CRAIG MATTHEWS
MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Daniel G. Schney
Attorney for Plaintiff

Address: 10 NORTH 4TH STREET, DUBOIS, PA 15801
10 NORTH 4TH STREET, DUBOIS, PA 15801
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 THAT CERTAIN lot or piece of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at corner of Fourth Street in the said City and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al, 60 feet to an iron pin at Fourth Street; the Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning.

HAVING erected thereon a two-story frame dwelling house and a frame garage building.

Tax Parcel #7-3-17-5377

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Michael Craig Matthews and Molly Ann Matthews by reason of the following:

BEING THE SAME premises which w. David P. Moves and Diane R. Moves, husband and wife by Deed dated 10/29/1998 and recorded 11/17/1998 in the County of Clearfield in Record Book Volume 1986 Page 49, conveyed unto Michael Craig Matthews and Molly Ann Matthews, husband and wife.

AND THE SAID Molly Ann Matthews and Michael Craig Matthews were divorced from the bonds of matrimony in Docket #02-661-CD on 9/18/2002.

PREMISES BEING: 10 NORTH 4TH STREET, DUBOIS, PA 15801

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL CRAIG MATTHEWS NO. 04-1953-CD

NOW, October 25, 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 October 07, 2005, I exposed the within described real estate of Michael Craig Matthews And Milly Ann Matthews A/K/A Molly Ann Matthews to public venue or outcry at which time and place I sold the same to MIDFIRST BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	41,702.92
MILEAGE	15.00	INTEREST @ 6.8600 %	1,118.18
LEVY	15.39	FROM 04/27/2005 TO 10/07/2005	
MILEAGE POSTING	15.00	PROTH SATISFACTION	
CSDS COMMISSION	10.00	LATE CHARGES AND FEES	
POSTAGE	0.00	COST OF SUIT-TO BE ADDED	
HANDBILLS	5.55	FORECLOSURE FEES	
DISTRIBUTION	15.00	ATTORNEY COMMISSION	
ADVERTISING	25.00	REFUND OF ADVANCE	
ADD'L SERVICE	15.00	REFUND OF SURCHARGE	40.00
DEED	15.00	SATISFACTION FEE	
ADD'L POSTING	30.00	ESCROW DEFICIENCY	
ADD'L MILEAGE	30.78	PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	
BID AMOUNT	1.00	MISCELLANEOUS	
RETURNS/DEPUTIZE			
COPIES	15.00	TOTAL DEBT AND INTEREST	\$42,861.10
	5.00		
BILLING/PHONE/FAX	5.00		
CONTINUED SALES	20.00	COSTS:	
MISCELLANEOUS			
TOTAL SHERIFF COSTS	\$283.11	ADVERTISING	356.74
		TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	200.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	29.50
		SHERIFF COSTS	283.11
		LEGAL JOURNAL COSTS	180.00
		PROTHONOTARY	132.00
		MORTGAGE SEARCH	80.00
		MUNICIPAL LIEN	
DEED COSTS:		TOTAL COSTS	\$1,266.35
ACKNOWLEDGEMENT	5.00		
REGISTER & RECORDER	29.50		
TRANSFER TAX 2%	0.00		
TOTAL DEED COSTS	\$29.50		

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

Law Offices
PHELAN HALLINAN & SCHMIEG
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

September 1, 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. MICHAEL CRAIG
MATTHEWS MILLY ANN MATTHEWS A/K/A MOLLY ANN MATTHEWS
No. 04-1953-CD
10 NORTH 4TH STREET, DUBOIS, PA 15801**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property, which is scheduled for
September 2, 2005.

The property is to be relisted for the 10/07/05 Sheriff's Sale.

Very truly yours,
Sandra Cooper

VIA TELECOPY (814) 765-5915