

05-186-CD

M&T Mortgage Co et al vs. Beirlair

C. BETRLATR

M&T Mortgage Co et al v. John Beirlair  
2005-186-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100363  
NO: 05-186-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE COMPANY  
vs.  
DEFENDANT: JOHN C. BEIRLAIR

**SHERIFF RETURN**

NOW, April 05, 2005 AT 2:10 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT 817  
MARY ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: /

FILED  
of 01/10/2005  
APR 25 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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NO: 05-186-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE COMPANY  
vs.  
DEFENDANT: JOHN C. BEIRLAIR

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	223179	10.00
SHERIFF HAWKINS	GOLDBECK	223179	26.58

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005



Chester A. Hawkins  
Sheriff

GOLDBECK McCAFFERTY & McKEEVER  
JOSEPH A. GOLDBECK, JR.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
BY: Kristina G. Murtha, Esq.  
Attorney I.D.#61858  
Attorney for Plaintiff

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

vs.

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

05-186-CD

ORDER

AND NOW, this                    day of                    2005, upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant, John C. Beirlair, has been unsuccessful, it is,  
ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendant, John C. Beirlair, by posting a copy of the Complaint upon the premises 817 Mary Street, Houtzdale, PA, 16651, and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendant's last known address at 817 Mary Street, Houtzdale, PA, 16651, and that all further service of legal papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, John C. Beirlair, by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

J.

*CA*

**GOLDBECK McCAFFERTY & MCKEEVER**  
JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
BY: Kristina G. Murtha, Esq.  
Attorney I.D.#61858  
Attorney for Plaintiff

**FILED**

*RE*  
MAR 17 2005  
M 12-051  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. C6m

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

vs.

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

No. 05-186-CD

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

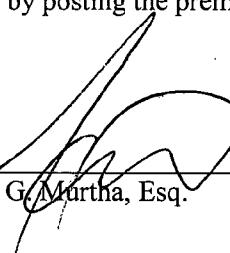
**MOTION FOR SUBSTITUTED SERVICE**  
**UNDER P.A.R.C.P. 430(a)**

Plaintiff, by and through its attorney, Kristina G. Murtha, Esq., in support of its Motion for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises 817 Mary Street, Houtzdale, PA, 16651, hereinafter, the "mortgaged premises".
2. Defendant, JOHN C. BEIRLAIR, is the mortgagor and real owner of the mortgaged premises.
3. The last known address of Defendant, John C. Beirlair is as set forth in Paragraph 2 of the Complaint.
4. The Sheriff has been unable to effect service of the Complaint upon Defendant, John C. Beirlair at his last known address because the Defendant whereabouts are unknown.
5. The following investigation was conducted in a good faith attempt to ascertain the

whereabouts of Defendant, John C. Beirlair.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Complaint upon Defendant, John C. Beirlair, by posting the premises and certified and regular mail to the Defendant's last known address.

BY:   
Kristina G. Murtha, Esq.

UNIVERSAL  
DEFAULT SERVICES

Affidavit of Good Faith Investigation

**Client provided Information:**

File Number: MT-0651  
Attorney Firm: Goldbeck, McCafferty & McKeever  
File Name: Beirlair

Subject Name: John C. Beirlair

Property Address:

Street: 817 Mary Street

City: Houtzdale      State: PA      Zip: 16651

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**Skip Results:**      Date of Birth: March 1970      Universal File Number: 19523  
**Last Known**      Dates: As of 02/06/2005

Street: 817 Mary Street      Phone:

City: Houtzdale      State: PA      Zip: 16651

**Death Records:** As of 02/06/2005, the Social Security Administration has no death record on file for John C. Beirlair.

**Social Security Number search completed.**

**Employment Search:**      Unable to verify current employer.

**Creditor Information:**

Creditors indicated the last reported address for John C. Beirlair as 817 Mary Street, Houtzdale, PA 16651

**Department of Motor Vehicle Records:**

The Pennsylvania Department of Motor Vehicles provided no change for John C. Beirlair from 817 Mary Street, Houtzdale, PA 16651

**Public Licenses (Pilot, Real Estate, etc):**      Search performed provided no information.

**Voter Registration Information:**

The County Voters Registration Office has no listing for John C. Beirlair.

**National Postal Address Search:** Has no change for John C. Beirlair from 817 Mary Street, Houtzdale, PA 16651

**Comments:**

814-378-7715: Called possible relative, Charles Beirlair, left message on answering machine, no response.

814-378-7150: Called possible relative, John Beirlair, there was no answer.

814-378-5992: Called possible neighbor, Margaret Archer, does not know defendant.

814-378-5992: Called possible neighbor, Ottis Williams, answering machine answered, no message left.

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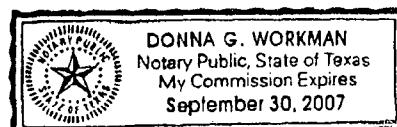
On 02/06/2005, I, Patti Garrett being duly sworn according to the law, deposes and says:  
I am employed by Universal Default Service. I have conducted an investigation into the whereabouts of the above-named subject. Above are the results of my investigation.

Subscribed and sworn to before me,

*Patti Garrett*  
Affiant Name: Patti Garrett

*Donna G. Workman*  
Notary Public

Date: 02/06/2005



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

Service # 1 of 1 Services

Sheriff Docket # **100212**

M&T MORTGAGE COMPANY s/d/m/ KEYSTONE FINANCIAL MORTGAGE

Case # 05-186-CD

vs.

JOHN C. BEIRLAIR

**COPY**

**SHERIFF RETURNS**

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN C. BEIRLAIR, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	219013	10.00
SHERIFF HAWKINS	GOLDBECK	219012	75.00
SHERIFF HAWKINS			15.95

Sworn to Before me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005



Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & MCKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

---

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

vs.

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

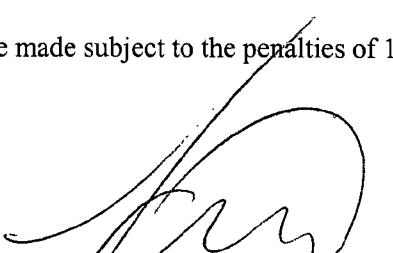
IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

No. 05-186-CD

**VERIFICATION**

I, Kristina G. Murtha, Esq., Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

BY: Kristina G. Murtha, Esq.



**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

M&T MORTGAGE COMPANY S/B/M  
KEYSTONE FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

vs.

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

IN THE COURT OF COMMON PLEAS

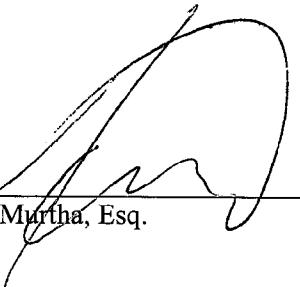
Of Clearfield County

No. 05-186-CD

**CERTIFICATE OF SERVICE**

Kristina G. Murtha, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendant, John C. Beirlair this 16<sup>th</sup> day of March 2005, by first class mail, postage prepaid.

BY: Kristina G. Murtha, Esq.



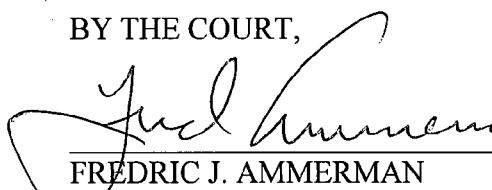
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T MORTGAGE COMPANY \*  
S/B/M KEYSTONE FINANCIAL MORTGAGE, \*  
Plaintiff \*  
vs. \* NO. 05-186-CD  
JOHN C. BEIRLAIR, \*  
Defendant \*

**ORDER**

NOW, this 2/ day of March, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendant, John C. Beirlair, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 817 Mary Street, Houtzdale, PA 16651.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 3cc  
04/00/05 Atty  
MAR 21 2005 Martha  
GK  
William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100212**

M&T MORTGAGE COMPANY s/d/m/ KEYSTONE FINANCIAL MORTGAGE

Case # 05-186-CD

vs.

JOHN C. BEIRLAIR

**SHERIFF RETURNS**

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN C. BEIRLAIR, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	219013	10.00
SHERIFF HAWKINS	GOLDBECK	219012	75.00
SHERIFF HAWKINS	"	222246	15.95

Sworn to Before me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005  
\_\_\_\_\_  
\_\_\_\_\_

*Chester A. Hawkins*  
*by Marilyn Harr*  
Chester A. Hawkins  
Sheriff

**FILED**  
019:04:611  
MAR 23 2005

William A. Shaw  
Prothonotary/Clerk of Courts

# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 627-1322

ATTORNEY FOR PLAINTIFF

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

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

*Plaintiff*

vs.

JOHN C. BEIRLAIR  
**Mortgagor and Real Owner**  
817 Mary Street  
Houtzdale, PA 16651

*Defendant*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-186-C

CIVIL ACTION: 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 the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

## KEYSTONE LEGAL SERVICES

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

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

FEB 09 2005

## PENNSYLVANIA BAR ASSOCIATION

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

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

## AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

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

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Carol at 215-825-6329 or Nancy at 215-825-6358 or fax 215-825-6429 or 215-825-6458. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Edward Sparkman who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of MT-0651.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE, PO Box 840, Buffalo, NY 14240-0840.

2. The name and address of the Defendant is JOHN C. BEIRLAIR, 817 Mary Street, Houtzdale, PA 16651, who is the mortgagor and realtor to the mortgaged premises hereinafter described.

**I HEREBY CERTIFY THAT THIS IS**

**A TRUE AND CORRECT COPY OF**

3. On December 03, 1998 ~~the original~~ made, executed and delivered a mortgage upon the premises hereinafter described to M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 199800142.. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.

4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".

5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due October 11, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$32,244.33
Interest from 09/11/2004	\$1,207.25
through 02/28/2005 at 8.0000%	
Per Diem interest rate at \$7.07	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,612.22) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 10/11/2004 to 02/28/2005	\$59.90
Monthly late charge amount at \$11.98	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$35,661.48

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendant in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

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

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$35,661.48, together with interest at the rate of \$7.07, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By:

  
**GOLDBECK McCAFFERTY & MCKEEVER**

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

VERIFICATION

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

Date: 2-7-05

  
\_\_\_\_\_  
Diana M. Robinson  
M&T MORTGAGE COMPANY

# *Exhibit A*

Keystone Financial Mortgage  
JOHN C. BEIRLAIR MORTGAGE DESCRIPTION:

ALL and singular that certain lot or piece of ground situate in the Borough of Houtzdale, County of Clearfield, and State of Pennsylvania, bounded and described as follows: viz: Fronting on the south side of Mary Street (between Pine Alley and McAtee Street) and extending back in a southerly direction One hundred and fifty (150) feet to Bear Alley, and known as Lot No. 152, in the General Plan of the Borough of Houtzdale.

Subject to all the reservations and exceptions contained in the Deed from Dr. D. Houtz to Philips McDermott, as to the mining and removal of the coal and other minerals underlying said premises, the said deed dated May 9, 1871.

BEING identified by Clearfield County Map Assessment Number 10-M14-398-00043.

BEING the same premises which Charles R. Smith and Mae A. Smith, his wife, conveyed to John C. Beirlair by Deed dated the 3rd day of December, 1998, not yet, but intended to be recorded concurrently herewith.

# *Exhibit B*

M&T Mortgage Corp.  
P.O. Box 1288  
Buffalo, NY 14240-1288

 **M&T Mortgage Corporation**  
A Subsidiary of M&T Bank

12/13/2004

Certified No.: 71826389306005256908

John C Beirlair  
817 Mary St  
Houtzdale, PA 16651

HOMEOWNERS NAME(S): John C Beirlair

PROPERTY ADDRESS: 817 Mary St  
Houtzdale, PA 16651

LOAN ACCT NO: 0009891262  
CURRENT LENDER/SERVICER: M&T Mortgage Corporation

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** — Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at:

817 Mary St  
Houtzdale, PA 16651

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Regular payments of \$239.76 for the months of 10/11/2004 through today's date:	\$ 1198.80
Other charges: Accrued Late Charges:	\$ 111.11
	Accrued Other Charges \$ 70.00
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$ 1379.91</b>

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1379.91, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

M&T Mortgage Corporation  
One Fountain Plaza / 7th Floor  
Attn: Payment Processing  
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

**IF YOU DO NOT CURE THE DEFAULT**--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 10 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** M&T Mortgage Corporation

**Address:** P.O. Box 840

Buffalo, NY 14240

**Phone Number:** (800) 724-1633

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

**ASSUMPTION OF MORTGAGE** -- You        may or       X       may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

*Russell M. Alessi Jr.*

Russell M. Alessi Jr.

Collections Manager

Enc: Act 91 Notice

Consumer Credit Counseling Agencies Serving Your County

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

**Homeowners' Emergency Assistance Program**  
**CLEARFIELD COUNTY**

Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	Indiana Co Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Western Pennsylvania, Inc. 217 East Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747	CCCS of Northeastern PA 1631 South Atherton Street Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 238-3669
CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 (814) 539-6335	

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

---

M&T MORTGAGE COMPANY S/B/M  
KEYSTONE FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

Plaintiff

vs.

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 05-186-CD

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

FILED Atty pd. 7.00  
m/3/45/07 1 reinstated to Atty  
MAR 31 2005 4 reinstated to Staff

William A. Shaw No CC  
Prothonotary/Clerk of Courts (6R)

**GOLDBECK McCAFFERTY & MCKEEVER**

**BY: JOSEPH A. GOLDBECK, JR.**

**ATTORNEY I.D. #16132**

**SUITE 5000 – MELLON INDEPENDENCE CENTER**

**701 MARKET STREET**

**PHILADELPHIA, PA 19106-1532**

**(215) 627-1322**

**ATTORNEY FOR PLAINTIFF**

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

vs.

JOHN C. BEIRLAIR  
Mortgagor(s)  
817 Mary Street  
Houtzdale, PA 16651

*Defendant(s)*

**IN THE COURT OF COMMON  
PLEAS  
OF Clearfield COUNTY**

**CIVIL ACTION - LAW**

**ACTION OF MORTGAGE  
FORECLOSURE**

**Term  
No. 05-186-CD**

**CERTIFICATE OF SERVICE**

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on *April 4<sup>th</sup>, 2005*

he did serve upon Defendant(s) JOHN C. BEIRLAIR a true and correct copy of the above-captioned  
Complaint by certified and regular mail in accordance with the Court Order dated MARCH 21, 2005.  
The undersigned understands that the statements herein and subject to the penalties provided by 18 P.S.  
Section 4904.

Respectfully submitted,

  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

**FILED** *10*  
*m/2/11/05* **cc**  
**APR 07 2005** *6K*

William A. Shaw  
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

Plaintiff

vs.

JOHN C. BEIRLAIR  
(Mortgagor(s) and Record owner(s))  
817 Mary Street  
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

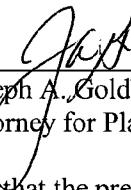
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-186-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE, and against JOHN C. BEIRLAIR for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$36,192.32.

  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE PO Box 840 Buffalo, NY 14240-0840 and that the name(s) and last known address(es) of the Defendant(s) is/are JOHN C. BEIRLAIR, 817 Mary Street Houtzdale, PA 16651;

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

**FILED** *JK*  
MAY 13 2005 *Att. pd* 20.00  
MAY 12 2005 *No CC*

William A. Shaw *Notice to Def.*  
Prothonotary/Clerk of Courts  
*Statement to Plaintiff*

## **ASSESSMENT OF DAMAGES**

## TO THE PROTHONOTARY:

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

Principal Balance	\$32,244.33
Interest from 09/11/2004 through 05/09/2005	\$1,702.15
Reasonable Attorney's Fees	\$1,250.00
Late Charges	\$95.84
Costs of Suit and Title Search	\$900.00
	(\$0.00)
	<hr/>
	\$36,192.32

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

AND NOW, this 12<sup>th</sup> day of May, 2005 damages are assessed as above.

---

## Pro Prothy

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, JOHN C. BEIRLAIR, is about unknown years of age, that Defendant's last known residence is 817 Mary Street, Houtzdale, PA 16651, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date: 5/10/05

Jay.

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

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

Plaintiff

vs.

JOHN C. BEIRLAIR  
(Mortgagor(s) and Record Owner(s))  
817 Mary Street  
Houtzdale, PA 16651

No. 05-186-CD

Defendant(s)

**PRAECIPE FOR JUDGMENT**

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

Enter the Judgment in favor of Plaintiff and against JOHN C. BEIRLAIR by default for want of an Answer.

Assess damages as follows:

Debt \$36,192.32

Interest - 09/11/2004 to 05/09/2005

Total

(Assessment of Damages attached)

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

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

*Joe*  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16132

AND NOW May 12, 2005, Judgment is entered in favor of M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE and against JOHN C. BEIRLAIR by default for want of an Answer and damages assessed in the sum of \$36,192.32 as per the above certification.

*Bill May*  
\_\_\_\_\_  
Prothonotary

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

**DATE OF THIS NOTICE: April 26, 2005**

TO:

**JOHN C. BEIRLAIR**  
817 Mary Street  
Houtzdale, PA 16651

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

*Plaintiff*

vs.

**JOHN C. BEIRLAIR**  
(Mortgagor(s) and Record Owner(s))  
817 Mary Street  
Houtzdale, PA 16651

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 05-186-CD

*Defendant(s)*

TO: **JOHN C. BEIRLAIR**  
817 Mary Street  
Houtzdale, PA 16651

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

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

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

M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

*Copy*

Plaintiff

No. 05-186-CD

vs.

JOHN C. BEIRLAIR  
**(Mortgagors and Record Owner(s))**  
817 Mary Street  
Houtzdale, PA 16651

Defendant(s)

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

NOTICE

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

William Shaw  
Prothonotary

By: \_\_\_\_\_ *5/12/05*

*Deputy*

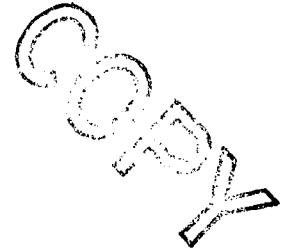
If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

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

M & T Mortgage Company  
Manufacturers & Traders Trust Company  
Plaintiff(s)

No.: 2005-00186-CD



Real Debt: \$36,192.32

Atty's Comm: \$

Vs.

Costs: \$

John C. Beirlair  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 12, 2005

Expires: May 12, 2010

Certified from the record this 12th 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

# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

*Plaintiff*

vs.

JOHN C. BEIRLAIR  
**Mortgagor and Real Owner**  
817 Mary Street  
Houtzdale, PA 16651

*Defendant*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-186-40

CIVIL ACTION: 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 the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

### KEystone Legal Services

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

**FILED**  
M 1:53 PM 1/26/05  
cc to Shaw  
cc to attorney  
FEB 09 2005

### PENNSYLVANIA BAR ASSOCIATION

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

William A. Shaw  
Prothonotary

### A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

*March 31, 2005* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*  
Deputy Prothonotary

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

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

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Carol at 215-825-6329 or Nancy at 215-825-6358 or fax 215-825-6429 or 215-825-6458. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Edward Sparkman who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of MT-0651.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE, PO Box 840, Buffalo, NY 14240-0840.
2. The name and address of the Defendant is JOHN C. BEIRLAIR, 817 Mary Street, Houtzdale, PA 16651, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On December 03, 1998 mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 199800142.. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due October 11, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$32,244.33
Interest from 09/11/2004	\$1,207.25
through 02/28/2005 at 8.0000%	
Per Diem interest rate at \$7.07	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,612.22) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 10/11/2004 to 02/28/2005	\$59.90
Monthly late charge amount at \$11.98	
Costs of suit and Title Search	<hr/> \$900.00
	\$35,661.48

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendant in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

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

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$35,661.48, together with interest at the rate of \$7.07, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By:



**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 2-7-05

  
\_\_\_\_\_  
Diana M. Robinson  
M&T MORTGAGE COMPANY

# *Exhibit A*

Keystone Financial Mortgage  
JOHN C. BEIRLAIR MORTGAGE DESCRIPTION:

ALL and singular that certain lot or piece of ground situate in the Borough of Houtzdale, County of Clearfield, and State of Pennsylvania, bounded and described as follows: viz: Fronting on the south side of Mary Street (between Pine Alley and McAteer Street) and extending back in a southerly direction One hundred and fifty (150) feet to Bear Alley, and known as Lot No. 152, in the General Plan of the Borough of Houtzdale.

Subject to all the reservations and exceptions contained in the Deed from Dr. D. Houtz to Philips McDermott, as to the mining and removal of the coal and other minerals underlying said premises, the said deed dated May 9, 1871.

BEING identified by Clearfield County Map Assessment Number 10-M14-398-00043.

BEING the same premises which Charles R. Smith and Mae A. Smith, his wife, conveyed to John C. Beirlair by Deed dated the 3rd day of December, 1998, not yet, but intended to be recorded concurrently herewith.

# *Exhibit B*

M&T Mortgage Corp.  
P.O. Box 1288  
Buffalo, NY 14240-1288

**M&T Mortgage Corporation**  
A Subsidiary of M&T Bank

12/13/2004

Certified No.: 71826389306005256908

John C Beirlair  
817 Mary St  
Houtzdale, PA 16651

**HOMEOWNERS NAME(S): John C Beirlair**

**PROPERTY ADDRESS: 817 Mary St  
Houtzdale, PA 16651**

**LOAN ACCT NO: 0009891262  
CURRENT LENDER/SERVICER: M&T Mortgage Corporation**

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS  
MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY  
MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS  
NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR  
MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for  
the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at:

817 Mary St  
Houtzdale, PA 16651

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Regular payments of \$239.76 for the months of 10/11/2004 through today's date:	\$ 1198.80
Other charges: Accrued Late Charges:	\$ 111.11
	Accrued Other Charges \$ 70.00
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$ 1379.91</b>

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1379.91, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

M&T Mortgage Corporation  
One Fountain Plaza / 7th Floor  
Attn: Payment Processing  
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

**IF YOU DO NOT CURE THE DEFAULT** --If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 10 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** M&T Mortgage Corporation

**Address:** P.O. Box 840

Buffalo, NY 14240

**Phone Number:** (800) 724-1633

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

**ASSUMPTION OF MORTGAGE** -- You        may or  X   may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

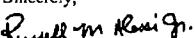
TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,



Russell M. Alessi Jr.

Collections Manager

Enc: Act 91 Notice

Consumer Credit Counseling Agencies Serving Your County

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

**Homeowners' Emergency Assistance Program**  
**CLEARFIELD COUNTY**

Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	Indiana Co Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Western Pennsylvania, Inc. 217 East Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747	CCCS of Northeastern PA 1631 South Atherton Street Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 238-3669
CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 (814) 539-6335	

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

Plaintiff  
vs.

JOHN C. BEIRLAIR  
Mortgagor(s) and Record Owner(s)  
817 Mary Street  
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-186-CD

6K  
FILED rec'd 6  
m/3/2005 w/prop desc'r.  
MAY 12 2005 to Shff  
Atty pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$36,192.32

Interest from  
09/11/2004 to  
05/09/2005 at  
8.0000%

(Costs to be added)

Prothonotary costs 132.00

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

Term  
No. 05-186-CD  
**IN THE COURT OF COMMON PLEAS**  
M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE

vs.

JOHN C. BERLAIR  
(Mortagor(s) and Record Owner(s))  
817 Mary Street  
Houtzdale, PA 16651

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

**FILED**

**MAY 12 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

Joseph A. Goldbeck, Jr.  
\_\_\_\_\_  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

Plaintiff  
vs.

JOHN C. BEIRLAIR  
(Mortgagor(s) and Record Owner(s))  
817 Mary Street  
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE

No. 05-186-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

817 Mary Street  
Houtzdale, PA 16651

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

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

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

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

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

CHRISTOFF-MITCHELL PETROLEUM, INC.  
P.O. BOX 669  
PHILIPSBURG, PA 16866

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

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

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

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

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

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

TENANTS/OCCUPANTS  
817 Mary Street  
Houtzdale, PA 16651

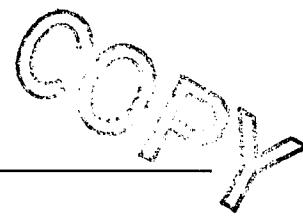
(attach separate sheet if more space is needed)

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

DATED: May 9, 2005

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

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



M&T MORTGAGE COMPANY S/B/M  
KEYSTONE FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

In the Court of Common Pleas of  
Clearfield County

VS.

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

No. 05-186-CD

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

## Commonwealth of Pennsylvania:

## County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 817 Mary Street Houtzdale, PA 16651

See Exhibit "A" attached

AMOUNT DUE \$36,192.32

Interest From 09/11/2004  
Through 05/09/2005

(Costs to be added)

Prothonotary costs 132.00

Dated: 5/12/05

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

Deputy \_\_\_\_\_

Term  
No. 05-186-CD

IN THE COURT OF COMMON PLEAS

**M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL  
MORTGAGE**

vs.

JOHN C. BEIRLAR

## Mortagor(s)

817 Mary Street Houtzdale, PA 16651

WBIT OF EXECUTION

## REG. E. RECORDING (Mortgage Foreclosure)

REAL DEBT  
INTEREST from  
  
(mortgagee, or closure)  
\$36,192.32  
\$

### COSTS PAID:

PROTHY

**SHERIFF**

## STATUTORY

COSTS DIRECT PROPORTIONAL

Office of Judicial Support  
Court of Common Pleas

Office of Judicial Support  
India Eng

July 2002 • *Health Affairs* • W3-133

੩

Sat.

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL and singular that certain lot or piece of ground situate in the Borough of Houtzdale, County of Clearfield, and State of Pennsylvania, bounded and described as follows: viz: Fronting on the south side of Mary Street (between Pine Alley and McAtee Street) and extending back in a southerly direction One hundred and fifty (150) feet to Bear Alley, and known as Lot No. 152, in the General Plan of the Borough of Houtzdale.

SUBJECT to all the reservations and exceptions contained in the Deed from Dr. D. Houtz to Philips McDermott, as to the mining and removal of the coal and other minerals underlying said premises, the said deed dated May 9, 1871.

BEING identified by Clearfield County Map Assessment Number 10-M14-398-00043.

BEING THE SAME PREMISES which Charles R. Smith and Mae A. Smith, husband and wife, by Deed dated 12/3/98 and recorded 12/3/98 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument #199800139, granted and conveyed unto John C. Beirlair.

TAX PARCEL #: 010-M14-398-00043

GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

MT-0651  
CF: 02/09/2005  
SD: 10/07/2005  
\$36,192.32

M&T MORTGAGE COMPANY S/B/M KEYSTONE  
FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

Plaintiff  
vs.

JOHN C. BEIRLAIR  
Mortgagor(s) and  
Record Owner(s)

817 Mary Street  
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 05-186-CD

FILED NO CC  
m11:de30  
SEP 02 2005 JN

William A. Shaffer  
Prothonotary/Clerk of Court

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

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

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

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER,**

~~Premises was posted by Sheriff's Office/competent adult (copy of return attached).~~ 11/01/05  
~~Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).~~ 7/27/05  
~~Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified  
Mail attached).~~

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

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

Respectfully submitted,

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

**CERTIFIED MAIL RECEIPT**

*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7004 2510 0003 3678 0868

Postage	\$	Yes
Certified Fee		Yes
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		4.42
Total Postage & Fees	\$	MT 0651 10/10/05



Send to	IRLAIR, JOHN C.
Street, Apt. No., or PO Box No.	817 Mary Street Houtzdale, PA 16651
City, State, ZIP+4	

PS Form 3800, June 2002

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.**

Name and Address of Sender  
**GOLDBECK**  
**SUITE 5000**  
**701 MARKET STREET**  
**PHILADELPHIA, PA**  
**19106-1532**

Check type of mail or service:  
 Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Article Number	Recipient (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	CHRISTOFF-MITCHELL PETROLEUM, INC. P.O. BOX 669 PHILIPSBURG, PA 16866											
2.	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675											
3.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830											
4.	TENANTS/OCCUPANTS 817 Mary Street Houizdale, PA 16651											
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										

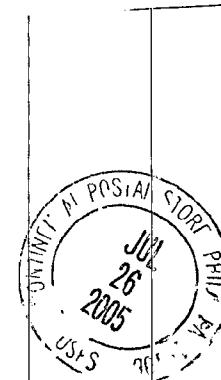
PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

MT-0651

JOHN C. BEIRLAIR

See Privacy Act Statement on Reverse



*Clearfield*

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

M & T MORTGAGE COMPANY \*  
S/B/M KEYSTONE FINANCIAL MORTGAGE, \*  
Plaintiff \*  
vs. \* NO. 05-186-CD  
JOHN C. BEIRLAIR, \*  
Defendant \*

O R D E R

NOW, this 21 day of March, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendant, John C. Beirlair, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 817 Mary Street, Houtzdale, PA 16651.

BY THE COURT,

/s/ Fredric J. Ammerman

---

FREDRIC J. AMMERMAN  
President Judge

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

MAR 21 2005

Attest.

*W. L. A.*  
Prothonotary/  
Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

M&T MORTGAGE COMPANY S/B/M  
KEYSTONE FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

Plaintiff

vs.

**JOHN C. BEIRLAIR**  
**Mortgagor(s) and Record Owner(s)**

817 Mary Street  
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 05-186-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

817 Mary Street  
Houtzdale, PA 16651

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

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

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

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

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

CHRISTOFF-MITCHELL PETROLEUM, INC.  
P.O. BOX 669  
PHILIPSBURG, PA 16866

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432

P.O. Box 2675  
Harrisburg, PA 17105-2675

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

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

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

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

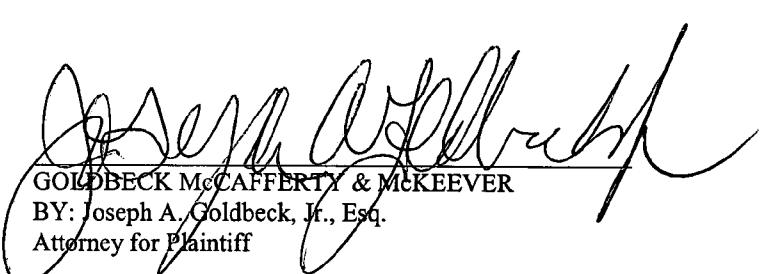
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
817 Mary Street  
Houtzdale, PA 16651

(attach separate sheet if more space is needed)

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

DATED: August 25, 2005

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20166  
NO: 05-186-CD

PLAINTIFF: M & T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE

vs.

DEFENDANT: JOHN C. BEIRLAIR

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 05/12/2005

LEVY TAKEN 07/22/2005 @ 10:27 AM

POSTED 07/22/2005 @ 10:27 AM

SALE HELD 11/04/2005

SOLD TO BANK OF NEW YORK, AS TRUSTEE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/12/2006

DATE DEED FILED 01/12/2006

PROPERTY ADDRESS 817 MARY STREET HOUTZDALE , PA 16651

**SERVICES**

@ SERVED JOHN C. BEIRLAIR

SERVED JOHN C. BEIRLAIR, DEFENDANT, BY REG AND CERT. MAIL PER COURT ORDER TO 817 MARY STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70033110000193800862. RETURNED UNCLAIMED TO SHERIFF'S OFFICE 8/15/05

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

FILED  
03.28.06  
JAN 12 2006  
cm  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20166  
NO: 05-186-CD

PLAINTIFF: M & T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE  
vs.

DEFENDANT: JOHN C. BEIRLAIR

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$240.59

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

*Chester A. Hawkins*  
By: Cynthia Butler-Aughmire  
Chester A. Hawkins  
Sheriff

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

M&T MORTGAGE COMPANY S/B/M  
KEYSTONE FINANCIAL MORTGAGE  
PO Box 840  
Buffalo, NY 14240-0840

In the Court of Common Pleas of  
Clearfield County

vs.

JOHN C. BEIRLAIR  
817 Mary Street  
Houtzdale, PA 16651

No. 05-186-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 817 Mary Street Houtzdale, PA 16651

See Exhibit "A" attached

AMOUNT DUE	
	\$36,192.32

Interest From 09/11/2004  
Through 05/09/2005

(Costs to be added)

Prothonotary costs

132.00

Dated: 5/12/05

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received May 12 2005 @ 3:00 PM.  
Chester A. Hawkins  
by Cynthia Butler-Coughenough

Term  
No. 05-186-CD

IN THE COURT OF COMMON PLEAS  
M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL  
MORTGAGE

vs.

JOHN C. BEIRLAIR

Mortagor(s)

817 Mary Street Horndale, PA 16651

WRIT OF EXECUTION

(Mortgage Foreclosure)

REAL DEBT	\$36,192.32
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 139.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL and singular that certain lot or piece of ground situate in the Borough of Houtzdale, County of Clearfield, and State of Pennsylvania, bounded and described as follows: viz: Fronting on the south side of Mary Street (between Pine Alley and McAteer Street) and extending back in a southerly direction One hundred and fifty (150) feet to Bear Alley, and known as Lot No. 152, in the General Plan of the Borough of Houtzdale.

SUBJECT to all the reservations and exceptions contained in the Deed from Dr. D. Houtz to Philips McDermott, as to the mining and removal of the coal and other minerals underlying said premises, the said deed dated May 9, 1871.

BEING identified by Clearfield County Map Assessment Number 10-M14-398-00043.

BEING THE SAME PREMISES which Charles R. Smith and Mae A. Smith, husband and wife, by Deed dated 12/3/98 and recorded 12/3/98 in the Office of the Recorder of Deeds in and for the County of Clearfield at Instrument #199800139, granted and conveyed unto John C. Beirlair.

TAX PARCEL #: 010-M14-398-00043

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN C. BEIRLAIR NO. 05-186-CD

NOW, January 12, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 04, 2005, I exposed the within described real estate of John C Beirlair to public venue or outcry at which time and place I sold the same to BANK OF NEW YORK, AS TRUSTEE 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	36,192.32
MILEAGE	15.00	INTEREST @ 7.9300 %	3,322.67
LEVY	14.58	FROM 09/11/2004 TO 11/04/2005	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	10.43	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$39,534.99
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	325.06
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$240.59</b>	LIEN SEARCH	200.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	29.00
		SHERIFF COSTS	240.59
		LEGAL JOURNAL COSTS	198.00
		PROTHONOTARY	132.00
		MORTGAGE SEARCH	80.00
		MUNICIPAL LIEN	
<b>DEED COSTS:</b>		<b>TOTAL COSTS</b>	<b>\$1,209.65</b>
ACKNOWLEDGEMENT	5.00		
REGISTER & RECORDER	29.00		
TRANSFER TAX 2%	0.00		
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>		

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

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

M & T MORTGAGE COMPANY \*  
S/B/M KEYSTONE FINANCIAL MORTGAGE, \*  
Plaintiff \*  
vs. \* NO. 05-186-CD  
JOHN C. BEIRLAIR, \*  
Defendant \*

O R D E R

NOW, this 21 day of March, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendant, John C. Beirlair, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 817 Mary Street, Houtzdale, PA 16651.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

MAR 21 2005

Attest.

*William B. Ammerman*  
Prothonotary/  
Clerk of Courts



CHESTER A. HAWKINS

**SHERIFF**

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

7003.31.0 0001 9380 0862



Dec.  
2-15-05

RETURN RECEIPT  
REQUESTED

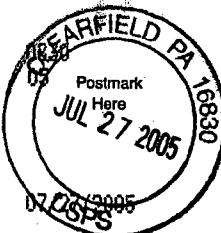
110

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUL 27 1905  
AMOUNT

Insufficient Address  
 Moved, Left No Address  
 Unclaimed  
 Attempted  
 Refused  
 No Such Street Known  
 Vacant  
 No Mail Eligible  
 B.C.X. Recipient  
 Closed, No Order  
 Returned For Better Address  
 Postage Due  
 Postage Due Better Address  
  
JOHN C. BEIRLAIR  
817 MARY STREET  
HOLYZDALE, PA 16651

St  
Zach  
Pret

1st Notice 2-25  
2nd Notice 3-2  
Return 8-12



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

For delivery information visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE  
HOMEDALE PA 18651

卷之三

Postage

**Return Receipt Fee  
(Endorsement Required)**

**Restricted Delivery Fee  
(Endorsement Required)**

**Total Postage & Fees**

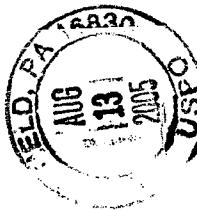
Sent To

Street, Apt. No.; JOHN C. BEIRLAIR  
or PO Box No. 817 MARY STREET  
City, State, ZIP+4 HOUTZDALE, PA 16651

卷之三十一

See Reverse for Instructions

<b>SENDER: COMPLETE THIS SECTION</b>													
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>													
<b>COMPLETE THIS SECTION ON DELIVERY</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">A. Signature</td> <td style="width: 50%; text-align: center;"> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee         </td> </tr> <tr> <td colspan="2" style="text-align: center;"> <b>X</b> </td> </tr> <tr> <td>B. Received by (Printed Name)</td> <td style="text-align: center;">C. Date of Delivery</td> </tr> <tr> <td colspan="2" style="text-align: center;">MM DD YY</td> </tr> <tr> <td colspan="2">           D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No            If YES, enter delivery address below:         </td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> </table>		A. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	<b>X</b>		B. Received by (Printed Name)	C. Date of Delivery	MM DD YY		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:			
A. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee												
<b>X</b>													
B. Received by (Printed Name)	C. Date of Delivery												
MM DD YY													
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:													
1. Article Addressed to:  <div style="border: 1px solid black; padding: 5px; display: inline-block;">           JOHN C. BEIRLAIR            817 MARY STREET            HOUTZDALE, PA 16651         </div>													
2. Article Number (Transfer from service label) <b>7003 3110 0001 9380 0862</b>													
3. Service Type <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <input type="checkbox"/> Certified Mail  <input type="checkbox"/> Registered  <input type="checkbox"/> Insured Mail         </td> <td style="width: 50%; text-align: center;"> <input type="checkbox"/> Express Mail  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> C.O.D.         </td> </tr> </table>		<input type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.										
<input type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.												
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes													



102595-02-M-1540

Domestic Return Receipt

PS Form 3811, February 2004

**GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734**

October 7, 2005

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX 814-765-5915

RE: **M&T MORTGAGE COMPANY S/B/M KEYSTONE FINANCIAL MORTGAGE  
vs.  
JOHN C. BEIRLAIR  
Term No. 05-186-CD**

**Property address:**

**817 Mary Street  
Houtzdale, PA 16651**

**Sheriff's Sale Date: October 07, 2005**

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for October 07, 2005 to November 04, 2005.

Thank you for your cooperation.

Very truly yours,

**Joseph A. Goldbeck, Jr.**  
**JOSEPH A. GOLDBECK, JR.**

JAG/amyg

cc: **Gia Ferrino  
M&T MORTGAGE COMPANY  
Acct. #0009691262**