

05-219-CD
Chase Manhattan vs. M. Liegey

LTEGEX

2005-219-CD
Chase Manhattan et al v. Matthew Liegey

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

ATTORNEY FOR PLAINTIFF

CHASE MANHATTAN BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT,
DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND SECURITIZATION LLC,
ASSET BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE MANHATTAN
BANK, C-BASS MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2000-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 65-219-C

CLEARFIELD COUNTY

Plaintiff
v.

MATTHEW LIEGEY
A/K/A MATTHEW D. LIEGY
A/K/A MATTHEW DAVID LIEGY
4311 CAPTIVA SANDS,
REHOBOTH BEACH, DE 19971

FILED
11/27/04 85rd
cc to shf
FEB 16 2005

William A. Shaw
Prothonotary

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS OF MAY
1, 2000, AMONG CREDIT-BASED ASSET SERVICING AND
SECURITIZATION LLC, ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND THE
CHASE MANHATTAN BANK, C-BASS MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2000-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

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

MATTHEW LIEGEY
A/K/A MATTHEW D. LIEGY
A/K/A MATTHEW DAVID LIEGY
4311 CAPTIVA SANDS,
REHOBOTH BEACH, DE 19971

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

3. On 11/25/1997 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERIQUEST MORTGAGE COMPANY which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1892, Page: 167. By Assignment of Mortgage recorded 7/16/2001 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No. 2001109601.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

ALL those certain parcels of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BOUNDED on the West by land now or formerly of Liegey Brothers and Clem Guenot; on the North by land now or formerly of Frank Gormont Estate; on the East by land now or formerly of Liegey Brothers and Clair Frelin; on the South by old State Highway Route No. 879. Containing ten and two-thirds (10 2/3) acres, more or less, and having erected thereon a two-story frame dwelling and outbuildings.

BEING the same premises granted and conveyed unto Edward Liegey and Mary Liegey, husband and wife, by Deed of Alphonse F. Coudriet and Louisa M. Coudriet, his wife, dated September 14, 1950, and recorded in the Clearfield County Recorder's Office in Deed Book Volume 410 at Page 490. The said Edward B. Liegey departed this life on April 16 1993, thereby vesting sole title to the above-described premises in

Mary G. Liegey, his surviving spouse. The said Mary G. Liegey departed this life on December 14, 1996, and by her Last will and Testament dated September 25, 1990, which was duly probated and registered in the Office of the Register of Wills of Clearfield County, Pennsylvania, on December 23, 1996, in and filed of record in Will Book 92, Page 365, with Letters Testamentary issued to Francis J. Liegey, as Executor, and under Item III of her Last Will and Testament devised her residuary estate, of which the above-described parcel the above-described premises to her five (5) children, the Grantors herein.

THE SECOND THEREOF: BEGINNING at a point at the southern edge of old Legislative Route 17052, said point being the northeast corner of a parcel of land conveyed to prior Grantor; thence along the southern edge of old L. R. 17052 the following courses and distances: South seventy-seven degrees forty-seven minutes East (S 77° 47' E) three hundred forty-four and two-tenths (344.2) feet to a point; thence South seventy-eight degrees fifty-nine minutes East (S 78° 59' E) a distance of one hundred ninety-eight and nine-tenths (198.9) feet to a point; thence South seventy-nine degrees twenty-seven minutes East (S 79° 27' E) a distance of three hundred seventy-nine and one-tenth (379.1) feet to a point; thence South seventy-nine degrees fifty-eight minutes East (S 79° 58' E) a distance of three hundred eighty-one and nine-tenths (381.9) feet to an iron pin at the edge of right-of-way with Pennsylvania Route 879, new Legislative Route 17052; thence North eighty-nine degrees forty-four minutes West (N 89° 44' W) along said right-of-way and curving to the left three hundred eighty-two and nine-tenths (382.9) feet to a point; thence South eighty-eight degrees thirty-three minutes West (S 88° 33' W) still along said right-of-way nine hundred thirty-five (935) feet to land previously conveyed to prior Grantor; thence North six degrees thirty-two minutes East (N 6° 32' E) along said parcel three hundred eight (308) feet to a point and place of beginning and containing 5.40 acres.

PROPERTY BEING: RR 1 BOX 167

6. The following amounts are due on the mortgage:

Principal Balance	\$20,739.84
Interest	1,290.90
08/01/2004 through 02/11/2005	
(Per Diem \$6.62)	
Attorney's Fees	1,250.00
Cumulative Late Charges	129.50
11/25/1997 to 02/11/2005	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 23,960.24
Escrow	
Credit	0.00
Deficit	89.60
Subtotal	<u>\$ 89.60</u>
TOTAL	\$ 24,049.84

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 24,049.84, together with interest from 02/11/2005 at the rate of \$6.62 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

VERIFICATION

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



DATE: 2/9/5

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100237**

CHASE MANHATTAN BANK

Case # 05-219-CD

vs.

MATTHEW LIEGEY a/k/a MATTHEW D.LIEGY a/k/a MATTHEW DAVID LIEGY

SHERIFF RETURNS

NOW March 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MATTHEW LIEGEY AKA MATTHEW D. LIEGY AKA MATTHEW DAVID LIEGY, DEFENDANT. RR#1 BOX 167, FRENCHVILLE OCCUPIED BY HARBOLD'S.

SERVED BY: /

FILED
03/21/2005
MAR 21 2005
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	406587	10.00
SHERIFF HAWKINS	PHELAN	406587	26.96

Sworn to Before me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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ATTORNEY FOR PLAINTIFF

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-219-C

CLEARFIELD COUNTY

Plaintiff

v.

MATTHEW LIEGEY
A/K/A MATTHEW D. LIEGY
A/K/A MATTHEW DAVID LIEGY
4311 CAPTIVA SANDS,
REHOBOTH BEACH, DE 19971

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

FEB 16 2005

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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800-692-7375

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Clearfield, PA 16830
814/765-2641 x 5982

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

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BACKED CERTIFICATES, SERIES 2000-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

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

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A/K/A MATTHEW D. LIEGY
A/K/A MATTHEW DAVID LIEGY
4311 CAPTIVA SANDS,
REHOBOTH BEACH, DE 19971

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THE SECOND THEREOF: BEGINNING at a point at the southern edge of old Legislative Route 17052, said point being the northeast corner of a parcel of land conveyed to prior Grantor; thence along the southern edge of old L. R. 17052 the following courses and distances: South seventy-seven degrees forty-seven minutes East (S 77° 47' E) three hundred forty-four and two-tenths (344.2) feet to a point; thence South seventy-eight degrees fifty-nine minutes East (S 78° 59' E) a distance of one hundred ninety-eight and nine-tenths (198.9) feet to a point; thence South seventy-nine degrees twenty-seven minutes East (S 79° 27' E) a distance of three hundred seventy-nine and one-tenth (379.1) feet to a point; thence South seventy-nine degrees fifty-eight minutes East (S 79° 58' E) a distance of three hundred eighty-one and nine-tenths (381.9) feet to an iron pin at the edge of right-of-way with Pennsylvania Route 879, new Legislative Route 17052; thence North eighty-nine degrees forty-four minutes West (N 89° 44' W) along said right-of-way and curving to the left three hundred eighty-two and nine-tenths (382.9) feet to a point; thence South eighty-eight degrees thirty-three minutes West (S 88° 33' W) still along said right-of-way nine hundred thirty-five (935) feet to land previously conveyed to prior Grantor; thence North six degrees thirty-two minutes East (N 6° 32' E) along said parcel three hundred eight (308) feet to a point and place of beginning and containing 5.40 acres.

PROPERTY BEING: RR 1 BOX 167

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(Per Diem \$6.62)	
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TOTAL	\$ 24,049.84

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

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

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

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$ 24,049.84, together with interest from 02/11/2005 at the rate of \$6.62 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

VERIFICATION

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



DATE: 2/4/5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MANHATTAN BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND
SECURITIZATION LLC, ASSET BACKED
FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE
MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

No.: 05-219-CD

vs.

MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGY A/K/A MATTHEW DAVID LIEGY
RR1 BOX 167
FRENCHVILLE, PA 16836

(6X)
FILED Atty pd.
M/11/00 10:00 AM
APR 27 2005
William A. Shaw
Prothonotary/Clerk of Courts
ICC & Notice
to def.
Statement
to Atty

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

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

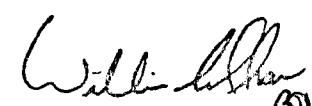
As set forth in Complaint	\$24,049.84
Interest (2/12/05 to 4/26/05)	<u>489.88</u>
TOTAL	\$24,539.72

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: April 27, 2005


PRO PROTHY

KIO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS
OF MAY 1, 2000, AMONG CREDIT-BASED ASSET
SERVICING AND SECURITIZATION LLC, ASSET
BACKED FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND THE CHASE MANHATTAN BANK,
C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

No.: 05-219-CD

Plaintiff
vs.

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A
MATTHEW DAVID LIEGY

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on April 27, 2005.

By: _____ DEPUTY

If you have any questions concerning this matter please contact:

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

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

PHELAN, HALLINAN AND SCHMIEG
By: Francis S. Hallinan, Esq., Id. No. 62695
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CHASE MANHATTAN BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT,
DATED AS OF MAY 1, 2000, AMONG CREDIT-
BASED ASSET SERVICING AND SECURITIZATION
LLC, ASSET BACKED FUNDING CORPORATION,
LITTON LOAN SERVICING LP AND THE CHASE
MANHATTAN BANK, C-BASS MORTGAGE LOAN
ASSET-BACKED CERTIFICATES, SERIES 2000-CB2

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 05-219-CD

Plaintiff

Vs.

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY
A/K/A MATTHEW DAVID LIEGY
Defendants

FILE COPY

TO: MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY
4311 CAPTIVA SANDS
REHOBOTH BEACH, DE 19971

DATE OF NOTICE: APRIL 5, 2005

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

IMPORTANT NOTICE

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

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

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

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

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

PHILAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CHASE MANHATTAN BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND
SECURITIZATION LLC, ASSET BACKED
FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE
MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

CLEARFIELD COUNTY

No.: 05-219-CD

vs.

MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGY A/K/A MATTHEW DAVID LIEGY

VERIFICATION OF NON-MILITARY SERVICE

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

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

(b) that defendant, MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY, is over 18 years of age, and resides at 4311 CAPTIVA SANDS, REHOBOTH BEACH, DE 19971 .

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


DANIEL G. SCHMIEG, ESQUIRE

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

Chase Manhattan Bank
Asset Backed Funding Corporation
Litton Loan Servicing LP
Chase Manhattan Bank, C-bass Mortgage Loan
Asset-b
Plaintiff(s)

No.: 2005-00219-CD



Real Debt: \$24,539.72

Atty's Comm: \$

Vs.

Costs: \$

Matthew David Liegey
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: April 27, 2005

Expires: April 27, 2010

Certified from the record this 27th day of April, 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

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

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED ASSET SERVICING
AND SECURITIZATION LLC, ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND THE
CHASE MANHATTAN BANK, C-BASS MORTGAGE LOAN
ASSET-BACKED CERTIFICATES, SERIES 2000-CB2

vs.

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A
MATTHEW DAVID LIEGY

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

No. 05-219-CD

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$24,539.72</u>
Interest from 4/26/05 to	and Costs.
Date of Sale (\$4.03 per diem)	<u>125.00</u> Prothonotary costs

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

Note: Please attach description of Property.

KIO

FILED *Apr. 26. 2005*
11:06 AM *ICC & Lewont to*
APR 27 2005 *Shff*

William A. Shaw
Prothonotary/Clerk of Courts

3

No. 05-219-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED ASSET SERVICING
AND SECURITIZATION LLC, ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND THE
CHASE MANHATTAN BANK, C-BASS MORTGAGE LOAN
ASSET-BACKED CERTIFICATES, SERIES 2000-CB2

Prothonotary/Clerk of Courts

William A. Shaw

APR 27 2005

FILED

vs.
MATTHEW LIEGEY A/K/A MATTHEW D. LIEGEY A/K/A
MATTHEW DAVID LIEGEY

PRAECLPICE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)



Attorney for Plaintiff(s)

Address: 4311 CAPTIVA SANDS, REHOBOT BEACH, DE 19971
Where papers may be served.

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

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

CHASE MANHATTAN BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS
OF MAY 1, 2000, AMONG CREDIT-
BASED ASSET SERVICING AND
SECURITIZATION LLC, ASSET
BACKED FUNDING CORPORATION,
LITTON LOAN SERVICING LP AND
THE CHASE MANHATTAN BANK, C-
BASS MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES
2000-CB2

No.: 05-219-CD

CLEARFIELD COUNTY

vs.

MATTHEW LIEGEY A/K/A MATTHEW
D. LIEGY A/K/A MATTHEW DAVID
LIEGY

CERTIFICATION

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

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

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CLEARFIELD COUNTY

CHASE MANHATTAN BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND
SECURITIZATION LLC, ASSET BACKED
FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE
MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

No.: 05-219-CD

vs.

MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGY A/K/A MATTHEW DAVID LIEGY

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC, ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND THE CHASE MANHATTAN BANK, C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2000-CB2, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at RR1 BOX 167, FRENCHVILLE, PA 16836:

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

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

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY	4311 CAPTIVA SANDS REHOBOTH BEACH, DE 19971
---	--

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

SAME AS ABOVE

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 25, 2005

CLEARFIELD COUNTY

CHASE MANHATTAN BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND
SECURITIZATION LLC, ASSET BACKED
FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE
MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

No.: 05-219-CD

vs.

MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGY A/K/A MATTHEW DAVID LIEGY

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC, ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND THE CHASE MANHATTAN BANK, C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2000-CB2, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RR1 BOX 167, FRENCHVILLE, PA 16836:

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

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

None.

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

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

None.

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

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

None.

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

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

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

COMMONWEALTH OF PA BUREAU OF INDIVIDUAL TAX INHERITANCE TAX DIVISION ATTN: JOHN MURPHY	6 TH FLOOR, STRAWBERRY SQUARE DEPT. # 280601 HARRISBURG, PA 17128
---	--

DEPARTMENT OF PUBLIC WELFARE TPL CASUALTY UNIT ESTATE RECOVERY UNIT	P.O. BOX 8486 WILLOW OAK BUILDING HARRISBURG, PA 17105-8486
---	---

INTERNAL REVENUE SERVICE FEDERATED INVESTORS TOWER	13 TH FLOOR, SUITE 1300 1001 LIBERTY AVENUE PITTSBURGH, PA 15222
---	---

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

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant	RR1 BOX 167 FRENCHVILLE, PA 16836
-----------------	--------------------------------------

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 25, 2005

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

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED ASSET
SERVICING AND SECURITIZATION LLC, ASSET
BACKED FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND THE CHASE MANHATTAN BANK,
C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

vs.

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A
MATTHEW DAVID LIEGY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 05-219-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **RR1 BOX 167, FRENCHVILLE, PA 16836**

(See legal description attached.)

Amount Due	<u>\$24,539.72</u>
Interest from 4/26/05 to Date of Sale (\$4.03 per diem)	\$ _____
Total	\$ _____ <i>125.00</i> Plus costs as endorsed. Prothonotary costs

W.W. Shryock
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

KIO

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

No. 05-219-CD

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

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT, DATED AS OF MAY 1, 2000, AMONG
CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC,
ASSET BACKED FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND THE CHASE MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2000-
CB2

vs.

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW
DAVID LIEGY

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$24,539.72

Int. from 4/26/05
to Date of Sale (\$4.03 per diem) _____

Costs _____

Proth. Pd. 125.00

Sheriff _____



Daniel G. Schmieg
Attorney for Plaintiff

Address: 4311 CAPTIVA SANDS, REHOBOTH BEACH, DE 19971
Where papers may be served.

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

DESCRIPTION

ALL THAT CERTAIN parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BOUNDED on the West by land now or formerly of Liegey Brothers and Clem Guenot; on the North by land now or formerly of Frank Gormont Estate; on the East by land now or formerly of Liegey Brothers and Clair Frelin; on the South by old State Highway Route No. 879.

CONTAINING ten and two-thirds (10 2/3) acres, more or less and having erected thereon a two-story frame dwelling and outbuildings.

TITLE TO SAID PREMISES IS VESTED IN Matthew David Liegey by Deed from Francis J. Liegey, individually and as Executor of the Last Will and Testament of Mary E. Liegey, a/k/a Mary G. Liegey, deceased and Johanna Liegey his wife; Edward J. Liegey and Constance Liegey, his wife; Robert W. Liegey and Elizabeth Liegey, his wife; Matthew D. Liegey, single and Mary Liegey Fetter and John E. Fetter, her husband, dated 9/15/1997 and recorded 9/25/1997 in Record Book Volume 1875, Page 96.

Parcel # R05-000-00025

Premises: RR 1 Box 167, Frenchville, PA 16836

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

FILED

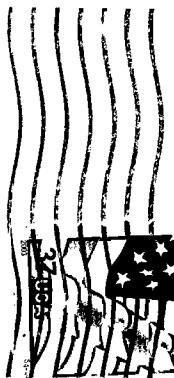
MAY 02 2005 (6K)
mfl:006

William A. Shaw
Prothonotary

卷之三

MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGY A/K/A MATTHEW DAVID LIEGY
RR1 BOX 167

FRENCHVILLE	
A	
C	
S	
<input type="checkbox"/> INSUFFICIENT ADDRESS <input type="checkbox"/> ATTEMPTED NOT KNOWN <input type="checkbox"/> NO SUCH NUMBER/ STREET <input checked="" type="checkbox"/> NOT DELIVERABLE AS ADDRESSED <input type="checkbox"/> UNABLE TO FORWARD	



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MANHATTAN BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND
SECURITIZATION LLC, ASSET BACKED
FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE
MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

No.: 05-219-CD

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

APR 27 2005

Attest.

William B. Gray
Prothonotary/
Clerk of Courts

vs.

MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGY A/K/A MATTHEW DAVID LIEGY
RR1 BOX 167
FRENCHVILLE, PA 16836

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

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY , Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$24,049.84
Interest (2/12/05 to 4/26/05)	<u>489.88</u>
TOTAL	\$24,539.72

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 4/27/05

William B. Gray
PRO PROTHY

KIO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS
OF MAY 1, 2000, AMONG CREDIT-BASED ASSET
SERVICING AND SECURITIZATION LLC, ASSET
BACKED FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND THE CHASE MANHATTAN BANK,
C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

No.: 05-219-CD

Plaintiff

vs.

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A
MATTHEW DAVID LIEGY

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on April 27, 2005.

By: Willie A. Gray DEPUTY

If you have any questions concerning this matter please contact:

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

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

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CHASE MANHATTAN BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND
SECURITIZATION LLC, ASSET BACKED
FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE
MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

CLEARFIELD COUNTY

No.: 05-219-CD

vs.

MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGY A/K/A MATTHEW DAVID LIEGY

VERIFICATION OF NON-MILITARY SERVICE

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

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

(b) that defendant, MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY, is over 18 years of age, and resides at 4311 CAPTIVA SANDS, REHOBOTH BEACH, DE 19971 .

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


DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20152
NO: 05-219-CD

PLAINTIFF: CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC, ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND THE CHASE MANHATTAN ET AL VS.

DEFENDANT: MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGEY SERVICE BY MAIL

SHERIFF RETURN

DATE RECEIVED WRIT: 04/27/2005

LEVY TAKEN 07/08/2005 @ 10:46 AM

POSTED 07/08/2005 @ 10:46 AM

SALE HELD 09/02/2005

SOLD TO

SOLD FOR AMOUNT \$5,853.62 PLUS COSTS

WRIT RETURNED 01/14/2006

DATE DEED FILED **NOT SOLD**

FILED
07/10/2005
JAN 16 2006
WMA

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

07/12/2005 @ SERVED MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A

SERVED MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY, DEFENDANT BY REG & CERT MAIL TO 4311 CAPTIVA SANDS, REHOBOTH BEACH, DE 19971 CERT #70033110000193800800 BOTH RETURNED UNCLAIMED TO SHERIFF'S OFFICE.

@ SERVED

NOW, JULY 22, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE. A SUM OF \$5,853.62 WAS RECEIVED IN CONSIDERATION FOR STAY.

@ SERVED

NOW, JANUARY 14, 2006 RETURN WRIT AS BEING STAYED BY THE PLAINTIFF'S ATTORNEY. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20152

NO: 05-219-CD

PLAINTIFF: CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT,
DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC, ASSET
BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND THE CHASE MANHATTAN ET AL
VS.

DEFENDANT: MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGEY SERVICE BY
MAIL

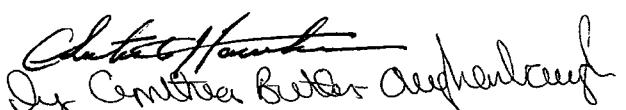
E

SHERIFF RETURN

SHERIFF HAWKINS \$289.72

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED ASSET
SERVICING AND SECURITIZATION LLC, ASSET
BACKED FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND THE CHASE MANHATTAN BANK,
C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2000-CB2

vs.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 05-219-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A
MATTHEW DAVID LIEGY

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: RR1 BOX 167, FRENCHVILLE, PA 16836

(See legal description attached.)

Amount Due	<u>\$24,539.72</u>
Interest from 4/26/05 to Date of Sale (\$4.03 per diem)	\$ _____
Total	\$ _____ <i>125.00</i> Plus costs as endorsed. Prothonotary costs

C. A. Hawke
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

KIO

Dated 4/27/05
(SEAL)

Received April 27, 2005 @ 3:30 P.M.

Chester A. Hawke

by Cynthia Butter Aughey Day

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

No. 05-219-CD

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

CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT, DATED AS OF MAY 1, 2000, AMONG
CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC,
ASSET BACKED FUNDING CORPORATION, LITTON LOAN
SERVICING LP AND THE CHASE MANHATTAN BANK, C-BASS
MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2000-
CB2

vs.

MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW DAVID LIEGY

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Attorney for Plaintiff

Address: 4311 CAPTIVA SANDS, REHOBOTH BEACH, DE 19971
Where papers may be served.

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

DESCRIPTION

ALL THAT CERTAIN parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BOUNDED on the West by land now or formerly of Liegey Brothers and Clem Guenot; on the North by land now or formerly of Frank Gormont Estate; on the East by land now or formerly of Liegey Brothers and Clair Frelin; on the South by old State Highway Route No. 879.

CONTAINING ten and two-thirds (10 2/3) acres, more or less and having erected thereon a two-story frame dwelling and outbuildings.

TITLE TO SAID PREMISES IS VESTED IN Matthew David Liegey by Deed from Francis J. Liegey, individually and as Executor of the Last Will and Testament of Mary E. Liegey, a/k/a Mary G. Liegey, deceased and Johanna Liegey his wife; Edward J. Liegey and Constance Liegey, his wife; Robert W. Liegey and Elizabeth Liegcy, his wife; Matthew D. Liegcy, single and Mary Liegey Fetter and John E. Fetter, her husband, dated 9/15/1997 and recorded 9/25/1997 in Record Book Volume 1875, Page 96.

Parcel # R05-000-00025

Premises: RR 1 Box 167, Frenchville, PA 16836

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MATTHEW LIEGEY A/K/A MATTHEW D. LIEGEY A/K/A

NO. 05-219-CD

NOW, January 14, 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 September 02, 2005, I exposed the within described real estate of Matthew Liegey A/K/A Matthew D. Liegy A/K/A Matthew David Liegey Service By Mail to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$5,853.62 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	12.96
POSTING	15.00
CSDS	10.00
COMMISSION	117.07
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	5,853.62
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$289.72

DEED COSTS:

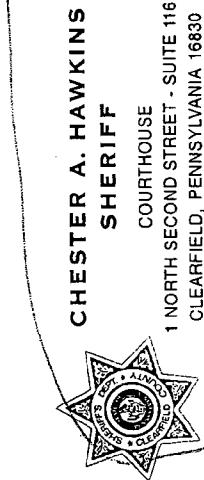
ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

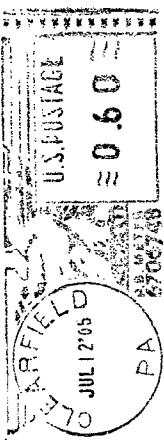
DEBT-AMOUNT DUE	24,539.72
INTEREST @ 4.0300	519.87
FROM 04/26/2005 TO 09/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$25,079.59
COSTS:	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	289.72
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$414.72

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



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



W.H.
Return to
Searched ✓
Matthew D. Liegey
Matthew D. Liegey
4311 C
REHOE
S
A INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/STREET
 NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

R/T S
RETURN TO SENDER

1357142737 06
13570/2432 1

PLACATE REC'D AT THE DATE OF MAILING ADDRESS: 01 JUL 2005

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MATTHEW LIEGEY AKA MATTHEW D. LIEGEY

AKA MATTHEW DAVID LIEGEY
4311 CAPTIVA SANDS
REHOBOTH BEACH, DE 19971

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

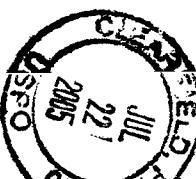
(Transfer from service label)

-7003 3110 0001 7380 0800

PS Form 3811, February 2004

Domestic Return Receipt

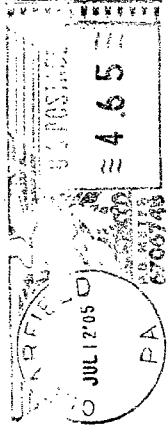
102595-02-M-1540



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



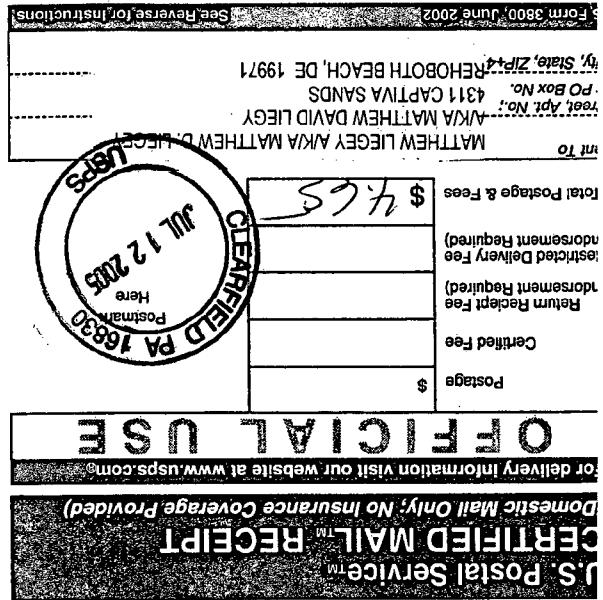
7003 3110 0001 9380 0800



MATTHEW LIEGEY A/K/A MATTHEW D.
LIEGEY
A/K/A MATTHEW DAVID LIEGY
4311 C' A
REHOI C
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INSUFFICIENT ADDRESS OTHER
ATTEMPTED NOT KNOWN
NO SUCH NUMBER STREET
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RTS
RETURN TO SENDER

15371+2737 06



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

SANDRA COOPER
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

July 22, 2005

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

ATTENTION: CINDY (814) 765-5915

**Re: CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT, DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND SECURITIZATION LLC, ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND THE CHASE MANHATTAN
BANK, PIZZA v. MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW
DAVID LIEGY**

**No. 05-219-CD
RR1 BOX 167, FRENCHVILLE, PA 16836**

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for September 9/2/05, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The sum of \$ 5,853.62 was received in consideration for the stay.
Very truly yours,

Sandra Cooper