

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

LIEGEY

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

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

Plaintiff

v.

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

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-219-CD

CLEARFIELD COUNTY

FILED  
11:27 AM PL 85-2  
100 to shiff  
FEB 16 2005

William A. Shaw  
Prothonotary

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

Notice to Defend:  
David S. Meholic, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> 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

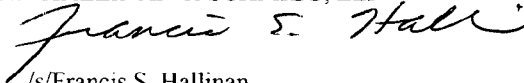
6. The following amounts are due on the mortgage:

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	\$ 89.60
<b>TOTAL</b>	<b>\$ 24,049.84</b>

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.

A handwritten signature in cursive script, appearing to read "Lanetta King", is written over a horizontal line.

DATE:

A handwritten date "2/9/15" is written over a horizontal line.

**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**  
*011:10 BTL*  
**MAR 21 2005** (bK)

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*  
*My Maudy Ham*  
Chester A. Hawkins  
Sheriff



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. 05-219-0

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. Shaw*  
Prothonotary/  
Clerk of Courts

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

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

**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

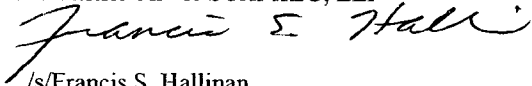
6. The following amounts are due on the mortgage:

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	\$ 89.60
<b>TOTAL</b>	<b>\$ 24,049.84</b>

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

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

**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>
<b>TOTAL</b>	<b>\$24,539.72</b>

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

FILED

M/11:00 PM  
APR 27 2005

William A. Shaw  
Prothonotary/Clerk of Courts

ICC & Notice  
to Def.  
Statement  
to Atty

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.

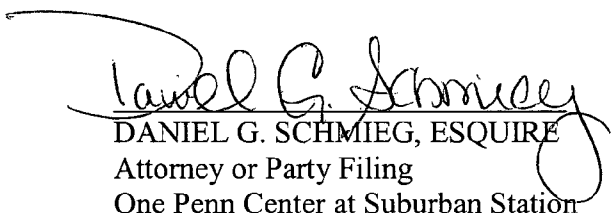
MATTHEW LIEGEY A/K/A MATTHEW D. LIEGEY A/K/A  
MATTHEW DAVID LIEGEY

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, 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 : COURT OF COMMON PLEAS  
THE POOLING AND SERVICING AGREEMENT,  
DATED AS OF MAY 1, 2000, AMONG CREDIT- : CIVIL DIVISION  
BASED ASSET SERVICING AND SECURITIZATION  
LLC, ASSET BACKED FUNDING CORPORATION, : CLEARFIELD COUNTY  
LITTON LOAN SERVICING LP AND THE CHASE  
MANHATTAN BANK, C-BASS MORTGAGE LOAN : NO. 05-219-CD  
ASSET-BACKED CERTIFICATES, SERIES 2000-CB2  
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

FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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 No.: 05-219-CD

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

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: \$

Int. From: \$

Matthew David Liegey  
Defendant(s)

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

No. 05-219-CD

vs.

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

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

To the Director of the Office of the Prothonotary:

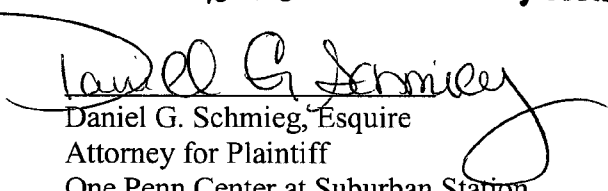
Issue writ of execution in the above matter:

Amount Due

\$24,539.72

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

\_\_\_\_\_ and Costs.  
125.00 **Prothonotary costs**

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

Note: Please attach description of Property.

KIO

**FILED** <sup>Q</sup>  
m/11:06/05 1cc & Le wnts to  
APR 27 2005 Shff

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

No. 05-219-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

7

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

William A. Shaw  
Prothonotary/Clerk of Courts

APR 27 2005

FILED

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

  
Attorney for Plaintiff(s)

Address: 4311 CAPTIVA SANDS, REHOBOTH 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.

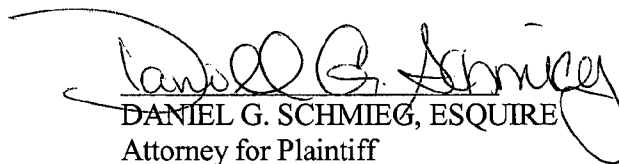
MATTHEW LIEGEY A/K/A MATTHEW  
D. LIEGEY A/K/A MATTHEW DAVID  
LIEGEY

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 Praecipe 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 Praecipe 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 reasonable ascertained, please indicate)
------	---

None.



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

Name

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

None.

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

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

COMMONWEALTH OF PA  
BUREAU OF INDIVIDUAL TAX  
INHERITANCE TAX DIVISION  
ATTN: JOHN MURPHY

6<sup>TH</sup> 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<sup>TH</sup> 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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 05-219-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

vs.

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

\$24,539.72

Interest from 4/26/05 to  
Date of Sale (\$4 . 03 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.  
**Prothonotary costs**

125.00

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated

4/27/05  
(SEAL)

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

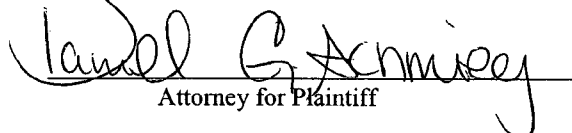
---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$24,539.72</u>
Int. from 4/26/05 to Date of Sale (\$4.03 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____

Return to: 1001 N. 1st St.

  
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 <sup>(6K)</sup>

*m/1:00pm*

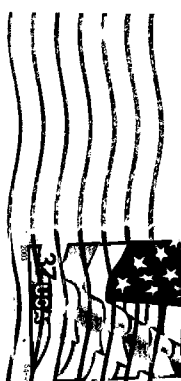
William A. Shaw  
Prothonotary

16830-2448 04

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

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

**RTS**  
RETURN TO SENDER



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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 L. Shaw*  
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>
<b>TOTAL</b>	<b>\$24,539.72</b>

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. Schmiey*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 4/27/05

*William L. Shaw*  
PRO PROTHY

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 [Signature] 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 MANHATTANB ANK, 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, LITTION 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**

07/10/3564  
JAN 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

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

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

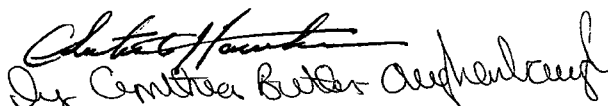
DEFENDANT: MATTHEW LIEGEY A/K/A MATTHEW D. LIEGEY A/K/A MATTHEW DAVID LIEGEY SERVICE BY  
MAIL

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 05-219-CD

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

vs.

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

\$24,539.72

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

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.  
125.00 Prothonotary costs

William J. [Signature]  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 4/27/05  
(SEAL)

By:

[Signature]  
Deputy

KIO

Received April 27, 2005 @ 3:30 P.M.  
Crista A. Stauffer  
by Cynthia Butler-Aughan

**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.

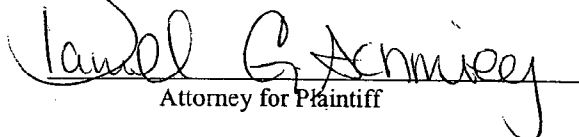
MATTHEW LIEGEY A/K/A MATTHEW D. LIEGY A/K/A MATTHEW  
DAVID LIEGY

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$24,539.72</u>
Int. from 4/26/05 to Date of Sale (\$4.03 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____

  
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

**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
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**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**

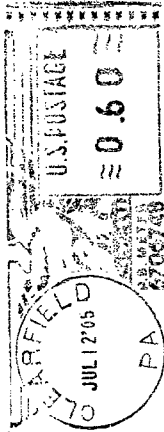
DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff



CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



*Return to  
Sender's  
address*

MATTHEW LIEGEY A/K/A MATTHEW D.  
LIEGEY A/K/A MATTHEW DAVID LIEGEY  
4311 C/

REHOE ☐ A ☐ C ☐ S

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

**RTS**  
RETURN TO SENDER

19971+2737 0A 16830/2432

www.usps.com  
UNIT COTED AT 0101, 555000 NUMBER 3111 OF  
PLACE STICKER AT TOP FOR TRACKING INFORMATION

**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

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes  
☐ 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

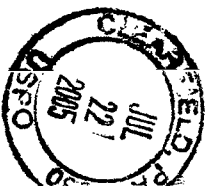
(Transfer from service label)

7003 3110 0001 9380 0800

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



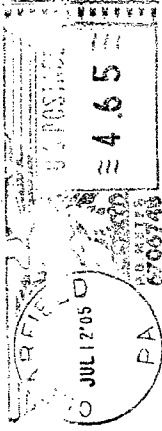




CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0800



*Handwritten:* ~~7-16-05~~ ~~7-16-05~~ *PA* *AD*

MATTHEW LIEGEY A/K/A MATTHEW D.  
LIEGEY

A/K/A MATTHEW DAVID LIEGEY

4311 C

REHOI

A

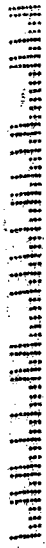
C

S

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

☐ OTHER

**RTS**  
RETURN TO SENDER



16830/2434

1997142737 06

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
Domestic Mail Only; No Insurance Coverage Provided  
for delivery information visit our website at www.usps.com<sup>®</sup>  
**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee	
Restricted Delivery Fee	
Endorsement Required	
Total Postage & Fees	\$ 4.65

Postmark: CLEARFIELD PA 16830 JUL 12 2005

Mail To: MATTHEW LIEGEY A/K/A MATTHEW D. LIEGEY  
Post. Apt. No.:  
PO Box No.: 4311 CAPTIVA SANDS  
City, State, ZIP+4: REHOBOTH BEACH, DE 19971

Form 3800, June 2002 See Reverse for Instructions

## 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 CRÉDIT-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