

05-442-CD

M. O. Miller et al

M&T Mortgage v. Gregory Miller et al
2005-442-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

M&T MORTGAGE CORPORATION
1 FOUNTAIN PLAZA, 6TH FLR.
P.O. BOX 840, NY 14240
BUFFALO, NY 14203

Plaintiff

v.

GREGORY L. MILLER
TAMARA L. MILLER
510 MEASES ROAD
OSCEOLA MILLS, PA 16666

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

FILED *2005*
m/2:10 PM
MAR 29 2005 *85.00*

William A. Shaw
Prothonotary/Clerk of Courts

**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

M&T MORTGAGE CORPORATION
1 FOUNTAIN PLAZA, 6TH FLR.
P.O. BOX 840, NY 14240
BUFFALO, NY 14203

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

GREGORY L. MILLER
TAMARA L. MILLER
510 MEASES ROAD
OSCEOLA MILLS, PA 16666

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

3. On 08/28/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200214041.
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 12/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

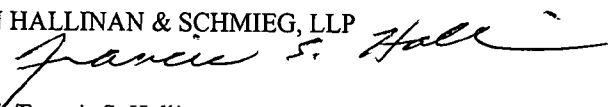
6. The following amounts are due on the mortgage:

Principal Balance	\$140,740.21
Interest	3,923.48
11/01/2004 through 03/28/2005 (Per Diem \$26.51)	
Attorney's Fees	1,225.00
Cumulative Late Charges	168.57
08/28/2002 to 03/28/2005	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 146,607.26
Escrow	
Credit	0.00
Deficit	1,775.01
Subtotal	\$ 1,775.01
TOTAL	\$ 148,382.27

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 148,382.27, together with interest from 03/28/2005 at the rate of \$26.51 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

ALL her right title and interest in that certain piece or parcel of land situate in the Township of Decatur, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Township Road T-659, said point of beginning the northwestern corner of the property herein described; thence along the line of lands of Reese, South eighty-two (82) degrees fifty-seven (57) minutes fifty-one (51) seconds East, a distance of four hundred thirteen and eighty-six one-hundredths (413.86) feet to an iron pin; thence continuing along the line of lands of Reese, South twelve (12) degrees fifteen (15) minutes forty (40) seconds East, a distance of fifty-two and ninety-eight one-hundredths (52.98) feet to an iron pin; thence continuing along the same, South twelve (12) degrees fifteen (15) minutes forty (40) seconds East, a distance of one thousand three hundred sixty-seven and seven one-hundredths (1367.07) feet to an existing iron pin; thence along the line of lands of Albright, North eighty (80) degrees twenty-five (25) minutes fifty-two (52) seconds West, a distance of four hundred thirty-two and sixty-five

one-hundredths (432.65) feet to an iron pin; thence continuing along the same, North nine (9) degrees thirty-four (34) minutes zero (00) seconds East, a distance of thirty and no hundredths (30.00) feet to an iron pin; thence still along the same, North eighty (80) degrees twenty-six (26) minutes zero (00) seconds West, a distance of one hundred fifty and no hundredths (150.00) feet to an iron pin along T-659; thence along the eastern side of T-659 the following ten courses and distances:

North fourteen (14) degrees fifty-six (56) minutes fifty-one (51) seconds West, a distance of two hundred ninety-one and thirty-four one-hundredths (291.34) feet to a point; North twelve (12) degrees twenty-seven (27) minutes nineteen (19) seconds West, a distance of one hundred one and twenty-nine one-hundredths (101.29) feet; thence North ten (10) degrees fifty-four (54) minutes forty-nine (49) seconds West, a distance of one hundred three and eighty-nine one-hundredths (103.89) feet; thence North seven (07) degrees twenty-seven (27) minutes fifteen (15) seconds West, a distance of one hundred two and ten one-hundredths (102.10) feet; thence North three (3) degrees fifty-two (52) minutes forty-four (44) seconds West, a distance of ninety-eight and seventy-two one-hundredths (98.72) feet; thence North zero (00) degrees thirty-two (32) minutes forty-eight (48) seconds West, a distance of ninety-eight and forty-seven one-hundredths (98.47) feet; thence North zero (00) degrees thirty-eight (38) minutes forty-three (43) seconds East, a distance of three hundred twenty-three and eleven one-hundredths (323.11) feet; thence North zero (00) degrees forty-nine (49) minutes twenty-five (25) seconds West, a distance of one hundred seven and twenty-nine one-hundredths (107.29) feet; thence North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and twenty-four one-hundredths (50.24) feet to an iron pin; thence North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and ninety-seven one-hundredths (50.97) feet to an iron pin and point of beginning.

Containing 15.93 acres, more or less, as shown on the plan prepared by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, Pennsylvania, 16639, attached hereto marked Exhibit "A".

EXCEPTING AND RESERVING unto Grantor, her heirs, successors and assigns, the following free and interrupted use, liberty and privilege of, and passage along said property, bounded and described as follows:

BEGINNING at an iron pin along Township Road T-659, said point being the northwestern corner of the herein described easement and also the northwestern corner of the parcel being conveyed to Greg Miller; thence along the line of lands of Reese, South eighty-two (82) degrees fifty-seven (57) minutes fifty-one (51) seconds East, a distance of four hundred thirteen and eighty-six one-hundredths (413.86) feet to an iron pin; thence continuing along lands of Reese, South twelve (12) degrees fifteen (15) minutes forty-nine (49) seconds East, a distance of fifty-two and ninety-eight one-hundredths (52.98) feet to an iron pin; thence through the lands to be conveyed to Greg Miller, North eighty-two (82) degrees fifty-seven (57) minutes fifty-one (51) seconds West, a distance of four hundred twenty-one and forty-eight one-hundredths (421.48) feet to an iron pin along T-659; thence along the eastern side of T-659, North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and ninety-seven one-hundredths (50.97) feet to an iron pin and point of beginning.

Containing 0.00 acres, more or less, as shown on the Plan prepared by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, Pennsylvania, 16639.

UNDER AND SUBJECT to the reservation of all coal, gas, oil and other minerals of every kind and description unto the Grantor, her heirs, successors and assigns.

BEING part of the same premises which Raymond Pinto, Executor of the Estate of John Pinto, Deceased, conveyed to James B. Reese, William S. Reese, Edward B. Reese, and Stanley E. Reese, t/d/b/a Reese Brothers Coal and Clay, by deed dated February 28, 1969, recorded at Clearfield County in Volume 545, Page 508, being The Third Thereof.

ALSO BEING the same premises which William S. Reese, by Agreement of Sale dated September 25, 1973 and recorded in the Clearfield County Recorder's Office on August 13, 1985 in Deed Book Volume 1030, Page 181, agreed to sale to James B. Reese, Edward B. Reese and Stanley E. Reese.

ALSO BEING the same premises which Edward B. Reese by Agreement of Sale dated December 31, 1974 and recorded in the Clearfield County Recorder's Office on August 13, 1985 in Deed Book Volume 1030, Page 184, agreed to sale to James B. Reese and Stanley E. Reese.

PREMISES BEING: 510 MEASES ROAD.

VERIFICATION

DEBRA J. BIFARO states that she is VICE PRESIDENT of M & T MORTGAGE CORPORATION 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 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.

Debra J. Bifaro

DATE: 3-24-05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100354
NO: 05-442-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE CORPORATION

VS.

DEFENDANT: GREGORY L. MILLER and TAMARA L. MILLER

SHERIFF RETURN

NOW, April 25, 2005 AT 8:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GREGORY L. MILLER DEFENDANT AT 510 MEASES ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMARA MILLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED

APR 27 2005

0/3:05/

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100354
NO: 05-442-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE CORPORATION

vs.

DEFENDANT: GREGORY L. MILLER and TAMARA L. MILLER

SHERIFF RETURN

NOW, April 25, 2005 AT 8:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMARA L. MILLER DEFENDANT AT 510 MEASES ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMARA L. MILLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100354
NO: 05-442-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE CORPORATION
vs.
DEFENDANT: GREGORY L. MILLER and TAMARA L. MILLER

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	417196	20.00
SHERIFF HAWKINS	PHELAN	417256	56.40

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION
1 FOUNTAIN PLAZA, 6TH FLOOR
P.O. BOX 840, NY 14240
BUFFALO, NY 14203

No.: 05-442-CD

vs.

GREGORY L. MILLER
TAMARA L. MILLER
510 MEASES ROAD
OSCEOLA MILLS, PA 16666

FILED

DEC 16 2005

12/15/05
William A. Shaw
Prothonotary/Clerk of Courts
NOTICE TO DEBTS

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against GREGORY L. MILLER and TAMARA L. MILLER, 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	\$148,382.27
Interest (3/29/05 to 12/14/05)	<u>6,919.11</u>
TOTAL	\$155,301.38

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: Dec. 16, 2005


PRO PROTHY

PMB

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

M&T MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

No.: 05-442-CD

GREGORY L. MILLER
TAMARA L. MILLER

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, GREGORY L. MILLER, is over 18 years of age, and resides at 510 MEASES ROAD, OSCEOLA MILLS, PA 16666 .

(c) that defendant, TAMARA L. MILLER, is over 18 years of age, and resides at 510 MEASES ROAD, OSCEOLA MILLS, PA 16666.

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

M&T MORTGAGE CORPORATION

Plaintiff

vs.

No.: 05-442-CD

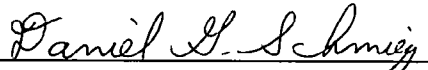
GREGORY L. MILLER
TAMARA L. MILLER

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on Dec 16, 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: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

GREGORY L. MILLER
TAMARA L. MILLER

: CLEARFIELD COUNTY

Defendants

: NO. 05-442-CD

TO: GREGORY L. MILLER
510 MEASES ROAD
OSCEOLA MILLS, PA 16666

DATE OF NOTICE: MAY 17, 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

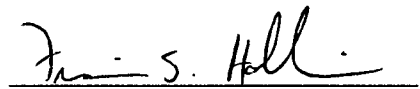
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

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

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

GREGORY L. MILLER
TAMARA L. MILLER
Defendants

: CLEARFIELD COUNTY

: NO. 05-442-CD

TO: TAMARA L. MILLER
510 MEASES ROAD
OSCEOLA MILLS, PA 16666

DATE OF NOTICE: MAY 17, 2005

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

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

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


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

M&T MORTGAGE CORPORATION

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

vs.

No. 05-442-CD

**GREGORY L. MILLER
TAMARA L. MILLER**

**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

\$155,301.38

Interest from 12/27/05 to

Date of Sale (\$25.53 per diem)

_____ and Costs.

125.00

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.

PMB

FILED

DEC 28 2005

ICC Shff
m 11:20 AM
w/ desr.

William A. Shaw
Prothonotary, Clerk of Courts

Atty pd 820.00

No. 05-442-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION

vs.

GREGORY L. MILLER
TAMARA L. MILLER

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Daniel G. Schweg
Attorney for Plaintiff(s)

Address: 510 MEASES ROAD, OSCEOLA MILLS, PA 16666
510 MEASES ROAD, OSCEOLA MILLS, PA 16666
Where papers may be served.

Prothonotary/Clerk of Courts
William A. Stew

DEC 28 2005

FILED

CLEARFIELD COUNTY

M&T MORTGAGE CORPORATION

No.: 05-442-CD

vs.

GREGORY L. MILLER
TAMARA L. MILLER

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

M&T MORTGAGE CORPORATION, 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 510 MEASES ROAD, OSCEOLA MILLS, PA 16666:

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

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

GREGORY L. MILLER	510 MEASES ROAD OSCEOLA MILLS, PA 16666
-------------------	--

TAMARA L. MILLER	510 MEASES ROAD OSCEOLA MILLS, PA 16666
------------------	--

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

December 27, 2005

CLEARFIELD COUNTY

M&T MORTGAGE CORPORATION

No.: 05-442-CD

vs.

GREGORY L. MILLER

TAMARA L. MILLER

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

M&T MORTGAGE CORPORATION, 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 510 MEASES ROAD, OSCEOLA MILLS, PA 16666:

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)
------	---

HOUSEHOLD REALTY CORP.

2742 OLD ROUTE 220
PLANK ROAD COMMONS
ALTOONA, PA 16601

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

Name

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

None.

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

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

Name

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

Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

510 MEASES ROAD
OSCEOLA MILLS, PA 16666

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

December 27, 2005

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

M&T MORTGAGE CORPORATION

No.: 05-442-CD

vs.

GREGORY L. MILLER
TAMARA L. MILLER

CLEARFIELD COUNTY

CERTIFICATION

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

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

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

COPY

M&T MORTGAGE CORPORATION

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 05-442-CD

GREGORY L. MILLER
TAMARA L. MILLER

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: 510 MEASES ROAD, OSCEOLA MILLS, PA 16666

(See legal description attached.)

Amount Due \$155,301.38

Interest from 12/27/05 to \$
Date of Sale (\$25.53 per diem)

Total \$ Plus costs as endorsed.
125.00 Prothonotary costs

Dated 12/28/05
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

PMB

No. 05-442-CD

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

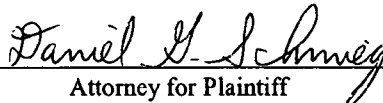
M&T MORTGAGE CORPORATION

vs.

GREGORY L. MILLER
TAMARA L. MILLER

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$155,301.38</u>
Int. from 12/27/05 to Date of Sale (\$25.53 per diem)	<u> </u>
Costs	<u> </u>
Prothy. Pd.	<u>125.00</u>
Sheriff	<u> </u>



Attorney for Plaintiff

Address: 510 MEASES ROAD, OSCEOLA MILLS, PA 16666
510 MEASES ROAD, OSCEOLA MILLS, PA 16666
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 her right title and interest in that certain piece or parcel of land situate in the Township of Decatur, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Township Road T-659, said point of beginning the northwestern corner of the property herein described; thence along the line of lands of Reese, South eighty-two (82) degrees fifty-seven (57) minutes fifty-one (51) seconds East, a distance of four hundred thirteen and eighty-six one hundredths (413.86) feet to an iron pin thence continuing along the line of lands of Reese, South twelve (12) degrees fifteen (15) minutes forty (40) seconds East, a distance of fifty-two and nine-eighths (52.98) feet to an iron pin; thence continuing along the same, South twelve (12) degrees fifteen (15) minutes forty (40) seconds East, a distance of one thousand three hundred sixty-seven and seven one-hundredths (1367.07) feet to an existing iron pin; thence along the line of lands of Albright, North eighty (80) degrees twenty-five (25) minutes fifty-two (52) seconds West, a distance of four hundred thirty-two and sixty-five one-hundredths (432.65) feet to an iron pin; thence continuing along the same, North nine (9) degrees thirty-four (34) minutes zero (00) seconds East, a distance of thirty and no hundredths (30.00) feet to an iron pin; thence still along the same, North eighty (80) degrees twenty-six (26) minutes zero (00) seconds West, a distance of one hundred fifty and no hundredths (150.00) feet to an iron pin along T-659; thence along the eastern side of T-659 the following ten courses and distances:

NORTH fourteen (14) degrees fifty-six (56) minutes fifty-one (51) seconds West, a distance of two hundred ninety-one and thirty four one hundredths, (291.34) feet to a point; North twelve (12) degrees twenty-seven (27) minutes nineteen (19) seconds West, a distance of one hundred one and twenty-nine one-hundredths (101.29) feet; thence North ten (10) degrees fifty-four (54) minutes forty nine (49) seconds West, a distance of one hundred three and eighty-nine one hundredths (103.89) feet; thence North seven (07) degrees twenty-seven (27) minutes fifteen (15) seconds West, a distance of one hundred two and ten one hundredths (102.10) feet; thence North three (3) degrees fifty-two (52) minutes forty-four (44) seconds West, a distance of ninety-eight and seventy-two one hundredths (98.72) feet; thence North zero (00) degrees thirty-eight (38) minutes forty-three (43) seconds East, a distance of three hundred twenty-three and eleven one hundredths (323.11) feet; thence North zero (00) degrees forty-nine (49) minutes twenty-five (25) seconds West, a distance of one hundred seven and twenty-nine one hundredths (107.29) feet; thence North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and twenty-four one hundredths (50.24) feet to an iron pin; thence North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and ninety-seven one-hundredths (50.97) feet to an iron pin and point of beginning.

CONTAINING 15.93 acres, more or less as shown on the plan prepared by George A Cree, Registered Surveyor 2417 Skyline Drive, Fallentimber, Pennsylvania, 16339, attached hereto marked Exhibit A.

EXCEPTING AND RESERVING unto Grantor, her heirs, successors and assigns, the following free and interrupted use, liberty and privileges of, the passage along said property, bounded and and described as follows:

BEGINNING at an iron pin along Township Road T-659, said point being the northwestern corner of the herein described easement and also the northwestern corner of the parcel being conveyed to Greg Miller; thence along the line of lands of Reese, South eighty-two (82) degrees fifty-seven (57) minutes fifty-one (51) seconds East, a distance of four hundred thirteen and eighty-six one hundredths (413.86) feet to an iron pin; thence continuing along lands of Reese, South twelve (12) degrees fifteen (15) minutes forty-nine (49) seconds East, a distance of fifty-two and ninety eight one hundredths (52.98) feet to an iron pin; thence; thence through the lands to be conveyed to Greg Miller, North eighty-two (82) degrees fifty-seven (57) minutes fifty-one (51) seconds West, a distance of four hundred twenty-one and forty-eight one hundredths (421.48) feet to an iron pin along T-659; thence along the eastern side of T-659; North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and ninety-seven one hundredths (49) seconds West, a distance of fifty and ninety-seven one hundreds (50.97) feet to the iron pin and point of beginning.

CONTAINING 0.00 acres more or less, as shown on the plan prepared by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, Pennsylvania, 16639.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Gregory L. Miller and Tamara L. Miller, husband and wife, by deed from Marcia K. Reese and t/d/b/a/ Brothers Coal Company, dated 8-16-01 and recorded 8-17-01 in Instrument No. 200113042

PREMISES BEING: 510 MEASES ROAD, OSCEOLA MILLS, PA 16666

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20269
NC: 05-442-CD

PLAINTIFF: M & T MORTGAGE CORPORATION
vs.
DEFENDANT: GREGORY L. MILLER AND TAMARA L. MILLER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/28/2005

LEVY TAKEN 01/20/2006 @ 2:00 PM

POSTED 01/20/2006 @ 2:00 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 05/24/2006

DATE DEED FILED **NOT SOLD**

FILED
01/10/06
MAY 23 2006
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

01/20/2006 @ 2:00 PM SERVED GREGORY L. MILLER

SERVED GREGORY L. MILLER, DEFENDANT, AT HIS RESIDENCE 510 MEASES ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GREGORY L. MILLER

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

01/20/2006 @ 2:00 PM SERVED TAMARA L. MILLER

SERVED TAMARA L. MILLER, DEFENDANT, AT HER RESIDENCE 510 MEASES ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GREGORY L. MILLER, HUSBAND/CODEFENDANT

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

@ SERVED

NOW, JANUARY 27 2006 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 7, 2006. DEFENDANTS CURED THE DEFAULT WITH THE SUM OF \$9,893.56.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 2023E
NO: 05-442-CD

PLAINTIFF: M & T MORTGAGE CORPORATION

vs.

DEFENDANT: GREGORY L. MILLER AND TAMARA L. MILLER

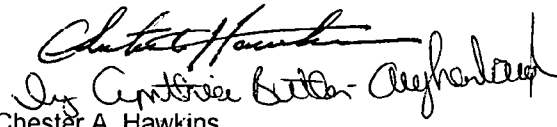
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$403.54

SJRCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

M&T MORTGAGE CORPORATION

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 05-442-CD

GREGORY L. MILLER
TAMARA L. MILLER

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: **510 MEASES ROAD, OSCEOLA MILLS, PA 16666**

(See legal description attached.)

Amount Due \$155,301.38

Interest from 12/27/05 to \$
Date of Sale (\$25.53 per diem)

Total \$ Plus costs as endorsed.

^{125.00}
William L. L. L. Prothonotary costs

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 12/28/05
(SEAL)

By:

~~Deputy~~

PMB

Received December 28, 2005 @ 3:30 P.M.
Chester A. Hawkins
By Cynthia Butler-Aughenbaugh

No. 05-442-CD

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

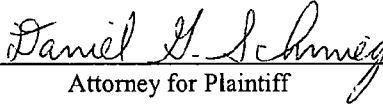
M&T MORTGAGE CORPORATION

VS.

GREGORY L. MILLER
TAMARA L. MILLER

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$155,301.38</u>
Int. from 12/27/05 to Date of Sale (\$25.53 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____



Attorney for Plaintiff

Address: 510 MEASES ROAD, OSCEOLA MILLS, PA 16666
510 MEASES ROAD, OSCEOLA MILLS, PA 16666
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
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RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Gregory L. Miller and Tamara L. Miller, husband and wife, by deed from Marcia K. Reese and t/d/b/a/ Brothers Coal Company, dated 8-16-01 and recorded 8-17-01 in Instrument No. 200113042

PREMISES BEING: 510 MEASES ROAD, OSCEOLA MILLS, PA 16666

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME GREGORY L. MILLER

NO. 05-442-CD

NOW, May 23, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 07, 2006, I exposed the within described real estate of Gregory L. Miller And Tamara L. Miller 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 \$9,893.56 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	17.80
LEVY	15.00
MILEAGE	17.80
POSTING	15.00
CSDS	10.00
COMMISSION	197.87
POSTAGE	5.07
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	9,893.56
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$403.54

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	155,301.38
INTEREST @ 25.2300	2,548.23
FROM 12/27/2005 TO 04/07/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$157,889.61

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	403.54
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$528.54

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

CHESTER A. HAWKINS, Sheriff

Federman and Phelan is now

Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Sandra.Cooper@fedphe.com

SANDRA COOPER

Judgment Department, Ext. 1258

Representing Lenders in

Pennsylvania and New Jersey

January 27, 2006

Office of the Sheriff

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: **M&T MORTGAGE CORPORATION v. GREGORY L. MILLER TAMARA L. MILLER**

No. 05-442-CD

510 MEASES ROAD, OSCEOLA MILLS, PA 16666

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The sum of \$9,893.56 was received in consideration for the stay.

Very truly yours,

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC:	GREGORY L. MILLER 510 MEASES ROAD	TAMARA L. MILLER 510 MEASES ROAD	M&T CORPORATION	MORTGAGE
-----	--------------------------------------	-------------------------------------	--------------------	----------

PHILAN HALLINAN & SCHMIEG, LLP
BY: FRANCIS S. HALLINAN, ESQUIRE
Identification No. 62695
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

M&T Mortgage Corporation : Court of Common Pleas
Plaintiff : Civil Division
vs. : Clearfield County
Gregory L. Miller
Tamara L. Miller
Defendant(s) : No. 05-442-CD

PRAECIPE

TO THE PROTHONOTARY:

____ Please mark the above referenced case Discontinued and Ended without prejudice.

____ Please mark the above referenced case Settled, Discontinued and Ended.

____ Please mark Judgments satisfied and the Action settled, discontinued and ended.

X Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

____ Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: 12-26-06

Francis S. Hallinan
Francis S. Hallinan, Esquire
Attorney for Plaintiff

PHS # 114223

FILED
m 11:23 AM
JAN 03 2007
No CC
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

M & T Mortgage Corporation

Vs.

No. 2005-00442-CD

Gregory L. Miller
Tamara L. Miller

CERTIFICATE OF DISCONTINUATION

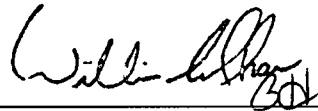
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 3, 2007, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$132.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of January A.D. 2007.



William A. Shaw, Prothonotary