

05-1121-CD

Lasalle Bank National vs Danny Kiehlmeier  
2005-1121-CD

# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

FILED 2cc Shff

m/1:58/30/ Aug pd 85.00  
AUG 02 2005

William A. Straw  
Prothonotary/Clerk of Courts

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagors and Real Owners**  
RD 2 Box 125  
Dubois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

CIVIL ACTION: MORTGAGE  
FORECLOSURE

## NOTICE

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

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

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

Nov. 18, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Straw*  
Deputy Prothonotary

### KEYSTONE LEGAL SERVICES

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

Aug 24, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Straw*  
Deputy Prothonotary

### PENNSYLVANIA BAR ASSOCIATION

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

Oct 4, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Straw*  
Deputy Prothonotary

## A V I S O

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

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

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

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

Resources available for Homeowners in Foreclosure

### **ACT NOW!**

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

1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.

2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.

3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.

4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.

5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of EMC-0799.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$29,151.66
Escrow Advance	+\$1,190.24
Fees	+\$53.69



Recoverable Balance

+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_



**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

### VERIFICATION

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

Date: 8-1-05

  
EMC MORTGAGE CORP.

# *Exhibit A*

**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

(HEREIN CALLED "GRANTOR(S)")

**AND**

**ROBIN L. KIEHLMEIER AND DANNY W. KIEHLMEIER,**

(HEREIN CALLED "GRANTEE(S)")

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
-----TWENTY NINE THOUSAND (\$29,000.00)----- DOLLARS**

**NOW PAID BY THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:

BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a Northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S. Peters, et al; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet to a point, the place of beginning.

Tax ID #0-81718

EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:

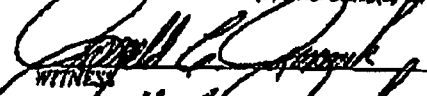


BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said 10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of



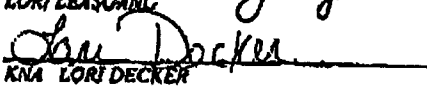
beginning.

Together with the appurtenances: TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.

NOTICE: THIS DOCUMENT MAY DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/RAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17, 1965, P.L. 964, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

  
WITNESS  
  
WITNESS  
  
WITNESS

  
GUY DECKER  
  
LORI LEASING  
  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1968, OCT. 10, P.L. 874, NO. 1543.

WITNESS:  


  
NORTH L. KIEHLMETTER  
  
DANNY W. KIEHLMETTER

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: **June 28, 2005**

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: June 28, 2005

Homeowners Name: **DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

Property Address: **RD 2 Box 125, Dubois, PA 15801**

Loan Account No.: **0007541352**

Original Lender: **EMC MORTGAGE CORP**

Current Lender/Servicer: **EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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



forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005

- (4 mos. at \$11.84/month) \$47.35
- (c) Other charges; Escrow, Inspec., NSF Checks
  - (d) Other provisions of the mortgage obligation, if any
  - (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected

with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:**

**Contact Person:** Loss Mitigation Department  
Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

GOLDBECK McCAFFERTY &  
McKEEVER

BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK,  
IN ITS CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER,  
SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 05-1121-CD

FILED

AUG 24 2005

0/11:55 (w)  
William A. Shaw

Prothonotary/Clerk of Courts

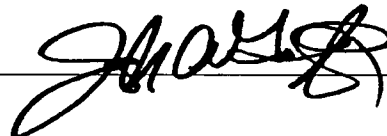
1 CERT W/ REINSTATE  
COMPLAINT TO ATT

2 REINSTATE COMPLAINTS TO  
SBR

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



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

**GOLDBECK McCARTHERY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

**ATTORNEY  
COPY**

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

**FILED**  
158  
ANG 022005

William A. Shaw  
Prothonotary Clerk of Courts

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagors and Real Owners**  
RD 2 Box 125  
Dubois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.


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

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

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

KEYSTONE LEGAL SERVICES

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

Aug. 24, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary

PENNSYLVANIA BAR ASSOCIATION

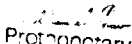
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

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

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

AUG 24 2005

Resources available for Homeowners in Foreclosure

  
Prothonotary/  
Clerk of Courts

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of EMC-0799.

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

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



# ATTORNEY COPY

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$29,151.66
Escrow Advance	+\$1,190.24
Fees	+\$53.69

Recoverable Balance

+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_



**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 8-1-05

  
EMC MORTGAGE CORP.

# *Exhibit A*

**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

**(HEREIN CALLED "GRANTOR(S)")**

**AND**

**ROBIN L. KIEHLMEIER AND DANNY W. KIEHLMEIER,**

**(HEREIN CALLED "GRANTEE(S)")**

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
-----TWENTY NINE THOUSAND (\$29,000.00)----- DOLLARS**

**NOW PAID BY THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

**ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:**

**BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of  
lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence  
along said Highway in a Northwesternly direction 200 feet to a point on line of lands now or formerly of Robert A.  
Shearer, et al; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction  
218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan  
in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S.  
Peters, et al; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet  
to a point, the place of beginning.**

**Tax ID #0-81718**

**EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:**

**BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now  
or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said  
10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of**

beginning.

Together with the appurtenances: TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE  
USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS  
FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES  
AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT  
WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO  
WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED  
AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.

NOTICE-THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO  
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND  
THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH  
COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,  
BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE,  
RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR  
RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17,  
1967, P.L. 94, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

WITNESS  
WITNESS  
WITNESS

Guy Decker  
GUY DECKER  
Lori Leasing  
LORI LEASING  
Lori Decker  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE  
ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT  
THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST  
SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING  
OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE  
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE  
OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO  
COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966,  
AS AMENDED 1968, OCT. 10, P.L. 90, NO. 1363.

WITNESS:  
WITNESS

John L. Kiehlmeier  
JOHN L. KIEHLMETIER  
Danny W. Kiehlmeier  
DANNY W. KIEHLMETIER

# *Exhibit B*

**ACT 91 NOTICE**  
**DATE OF NOTICE: June 28, 2005**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCafferty & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734



Date: June 28, 2005

Homeowners Name: **DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

Property Address: **RD 2 Box 125, Dubois, PA 15801**

Loan Account No.: **0007541352**

Original Lender: **EMC MORTGAGE CORP**

Current Lender/Servicer: **EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

---

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

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

---

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005

- (4 mos. at \$11.84/month) \$47.35  
(c) Other charges; Escrow, Inspec., NSF Checks  
(d) Other provisions of the mortgage obligation, if any  
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected

with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:**

**Contact Person:** Loss Mitigation Department  
Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

**KEYSTONE ECONOMIC DEVELOPMENT CORPORATION**

1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

**CCCS OF WESTERN PENNSYLVANIA INC.**

217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

**CCCS OF WESTERN PENNSYLVANIA**

219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

**INDIANA CO COMMUNITY ACTION PROGRAM**

827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

**CCCS OF NORTHEASTERN PA**

1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

Date: 08/02/2005  
Time: 02:03 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1905848  
Page 1 of 1

Received of: Goldbeck, Joseph A. Jr. (attorney for La \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2005-01121-CD	Plaintiff: LaSalle Bank National Associat	Amount
Civil Complaint		85.00
Total:		85.00

Check: 233396

Payment Method: Check  
Amount Tendered:  
Change Returned:  
Clerk: BHUDSON

85.00  
0.00

William A. Shaw, Prothonotary/Clerk of Cou  
By: \_\_\_\_\_  
Deputy Clerk

GOLDBECK McCAFFERTY &  
McKEEVER

BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK,  
IN ITS CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER,  
SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

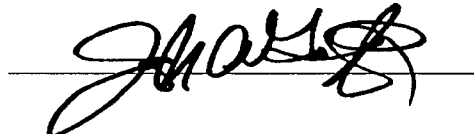
ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 05-1121-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



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

NOCC  
m 12:12 PM  
OCT 04 2005

Any pd 7.00  
2 Compl. Reinstated  
to Shff

Prothonotary Clerk of Courts

@



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

Service # 1 of 2 Services

Sheriff Docket # **100756**

**LASALLE BANK NATIONAL ASSOCIATION**

Case # **05-1121-CD**

vs.

**DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

**SHERIFF RETURNS**

NOW October 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DANNY KIEHLMEIER, DEFENDANT. 1007 BEERS ROAD, DUBOIS, PA. "EMPTY".

SERVED BY: /

FILED  
01/10/13/07  
OCT 26 2005  
Prothonotary, Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100756**

**LASALLE BANK NATIONAL ASSOCIATION**

Case # **05-1121-CD**

vs.

**DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

**SHERIFF RETURNS**

NOW October 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ROBIN KIEHLMEIER, DEFENDANT. 1007 BEERS ROAD, DUBOIS, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100756  
NO: 05-1121-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: DANNY KIEHLMEIER and ROBIN KIEHLMEIER

SHERIFF RETURN

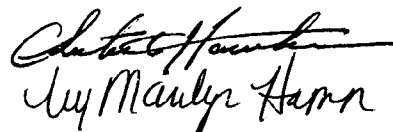
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	234907	20.00
SHERIFF HAWKINS	GOLDBECK	234907	10.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

GOLDBECK McCARTHY & McCARTHY

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

**ATTORNEY  
COPY**

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

**FILED  
COPY**

ANG 02 2005

William A. Shaw  
Prothonotary Clerk of Courts

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagors and Real Owners**  
RD 2 Box 125  
Dubois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

### NOTICE

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

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

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

### KEYSTONE LEGAL SERVICES

Aug. 24, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

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

I hereby certify this to be a true  
and correct copy of the original  
in this case

*[Signature]*  
Prothonotary

### PENNSYLVANIA BAR ASSOCIATION

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

AUG 24 2005

*[Signature]*

*[Signature]*  
Prothonotary  
Clerk of Courts

### AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

KEYSTONE LEGAL SERVICES

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

PENNSYLVANIA BAR ASSOCIATION

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.

2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.

3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.

4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.

5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of EMC-0799.

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

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

# ATTORNEY

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$29,151.66
Escrow Advance	+\$1,190.24
Fees	+\$53.69

Recoverable Balance

+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_



**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 8-1-05

  
EMC MORTGAGE CORP.



# *Exhibit A*

**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

(HEREIN CALLED "GRANTOR(S)")

**AND**

**ROBIN L. KIEHLMEIER AND DANNY W. KIEHLMEIER,**

(HEREIN CALLED "GRANTEE(S)")

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
\_\_\_\_\_ TWENTY NINE THOUSAND (\$29,000.00) \_\_\_\_\_ DOLLARS**

**NOW PAID BY THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

**ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:**

**BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of  
lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence  
along said Highway in a Northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A.  
Shearer, et al; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction  
218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan  
in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S.  
Peters, et al; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet  
to a point, the place of beginning.**

**Tax ID #0-81718**

**EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:**

**BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now  
or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said  
10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of**

beginning.

Together with the appurtenances: TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE  
USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS  
FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES  
AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT  
WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO  
WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED  
AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.

NOTICE THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO  
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND  
THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH  
COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,  
BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE,  
RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR  
RESERVED BY THIS INSTRUMENT (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17,  
1967, P.L. 104, AS AMENDED), AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

WITNESS  
WITNESS  
WITNESS

Guy Decker  
GUY DECKER  
Lori Leason  
LORI LEASON  
Lori Decker  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE  
ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT  
THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST  
SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING  
OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE  
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE  
OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO  
COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966,  
AS AMENDED 1968, OCT. 16, P.L. 874 NO. 13431.

WITNESS:  
WITNESS

Robert A. Kiehlmeier  
ROBERT A. KIEHLMIEIER  
Danny W. Kiehlmeier  
DANNY W. KIEHLMIEIER

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: **June 28, 2005**

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCafferty & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: June 28, 2005

Homeowners Name: **DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

Property Address: **RD 2 Box 125, Dubois, PA 15801**

Loan Account No.: **0007541352**

Original Lender: **EMC MORTGAGE CORP**

Current Lender/Servicer: **EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005

- (4 mos. at \$11.84/month) \$47.35  
(c) Other charges; Escrow, Inspec., NSF Checks  
(d) Other provisions of the mortgage obligation, if any  
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected



with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:**

**Contact Person:** Loss Mitigation Department  
Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

Date: 08/02/2005  
Time: 02:03 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1905848  
Page 1 of 1

Received of: Goldbeck, Joseph A. Jr. (attorney for La \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2005-01121-CD	Plaintiff: LaSalle Bank National Associat	Amount
Civil Complaint		85.00
Total:		85.00

Check: 233396

Payment Method: Check  
Amount Tendered:  
Change Returned:  
Clerk: BHUDSON

85.00  
0.00

William A. Shaw, Prothonotary/Clerk of Cou  
By: \_\_\_\_\_  
Deputy Clerk

**GOLDBECK McCARTHY & McTIGHER**  
BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

**ATTORNEY  
COPY**

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

**FILED  
COPY**  
AUG 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagors and Real Owners**  
RD 2 Box 125  
Dubois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

**KEYSTONE LEGAL SERVICES**

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

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

AUG 24, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*  
Deputy Prothonotary

**PENNSYLVANIA BAR ASSOCIATION**

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

Attes.

AUG 24 2005

*[Signature]*  
Prothonotary/  
Clerk of Courts

AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

KEYSTONE LEGAL SERVICES

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

Aug 24, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

PENNSYLVANIA BAR ASSOCIATION

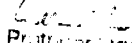
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

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

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

Attest

Resources available for Homeowners in Foreclosure

  
Deputy Prothonotary/  
Clerk of Courts

**ACT NOW!**

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

1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.

2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.

3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.

4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.

5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of EMC-0799.

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

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

# ATTORNEY

COMPLAINT IN MORTGAGE FORECLOSURE

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

COPY

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$29,151.66
Escrow Advance	+\$1,190.24
Fees	+\$53.69

Recoverable Balance

+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_



**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF



**VERIFICATION**

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

Date: 8-1-05

  
EMC MORTGAGE CORP.

# *Exhibit A*

**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

**(HEREIN CALLED "GRANTOR(S)")**

**AND**

**ROBIN L. KIBHLMEIER AND DANNY W. KIEHLMEIER,**

**(HEREIN CALLED "GRANTEE(S)")**

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
-----TWENTY NINE THOUSAND (\$29,000.00)----- DOLLARS**

**NOW PAID BY THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

**ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:**

**BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of  
lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence  
along said Highway in a Northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A.  
Shearer, et al; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction  
218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan  
in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S.  
Peters, et al; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet  
to a point, the place of beginning.**

**Tax ID #0-81718**

**EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:**

**BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now  
or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said  
10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of**

beginning.

Together with the appurtenances: TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE  
USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS  
FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES  
AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT  
WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO  
WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED  
AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.

NOTICE-THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR IMPURE THE TITLE TO  
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND  
THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH  
COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,  
BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE,  
RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR  
RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17,  
1957, P.L. 104, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

WITNESS  
WITNESS  
WITNESS

Guy Decker  
GUY DECKER  
Lori Leason  
LORI LEASON  
Lori Decker  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE  
ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT  
THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST  
SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING  
OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE  
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE  
OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO  
COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966,  
AS AMENDED 1984, OCT. 10, P.L. 874 NO. 1348 1.

WITNESS:  
WITNESS

Ruth A. Kiehlmeier  
RUTH A. KIEHLMIEIER  
Danny W. Kiehlmeier  
DANNY W. KIEHLMIEIER

# *Exhibit B*

**ACT 91 NOTICE**  
**DATE OF NOTICE: June 28, 2005**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: June 28, 2005

Homeowners Name: **DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

Property Address: **RD 2 Box 125, Dubois, PA 15801**

Loan Account No.: **0007541352**

Original Lender: **EMC MORTGAGE CORP**

Current Lender/Servicer: **EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005



- (4 mos. at \$11.84/month) \$47.35
- (c) Other charges; Escrow, Inspec., NSF Checks
  - (d) Other provisions of the mortgage obligation, if any
  - (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected

with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:**

**Contact Person:** Loss Mitigation Department  
Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

Date: 08/02/2005  
Time: 02:03 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1905848  
Page 1 of 1

Received of: Goldbeck, Joseph A. Jr. (attorney for La \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2005-01121-CD	Plaintiff: LaSalle Bank National Associat	Amount
Civil Complaint		85.00
Total:		85.00

Check: 233396

Payment Method: Check  
Amount Tendered:  
Change Returned:  
Clerk: BHUDSON

85.00  
0.00

William A. Shaw, Prothonotary/Clerk of Cou  
By: \_\_\_\_\_  
Deputy Clerk

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

Service # 1 of 2 Services

Sheriff Docket # **100703**

LASALLE BANK NATIONAL ASSOCIATION

Case # 05-1121-CD

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER

**SHERIFF RETURNS**

NOW October 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DANNY KIEHLMEIER, DEFENDANT. RD#2 BOX 125, DUBOIS, PA. "EMPTY".

SERVED BY: /

FILED  
01/10/13/02  
OCT 26 2005

William A. Snow  
Prothonotary-Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100703**

LASALLE BANK NATIONAL ASSOCIATION

Case # 05-1121-CD

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER

**SHERIFF RETURNS**

NOW October 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ROBIN KIEHLMEIER, DEFENDANT. RD#2 BOX 125, DUBOIS, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100703  
NO: 05-1121-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: DANNY KIEHLMEIER and ROBIN KIEHLMEIER

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	233397	20.00
SHERIFF HAWKINS	GOLDBECK	233397	19.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



**GOLDBECK McCAFFERTY & McKEEVER**

By: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER

ROBIN KIEHLMEIER

**Mortgagors and Real Owners**

RD 2 Box 125

Dubois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. *05-1121-CD*

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

Attest.

**AUG 02 2005**

*C. L. Shaw*  
Prothonotary/  
Clerk of Courts

AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

**KEYSTONE LEGAL SERVICES**

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

**PENNSYLVANIA BAR ASSOCIATION**

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.

2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.

3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.

4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.

5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of EMC-0799.

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

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

**COMPLAINT IN MORTGAGE FORECLOSURE  
HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$29,151.66
Escrow Advance	+\$1,190.24
Fees	+\$53.69

Recoverable Balance

+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_



**GOLDBECK McCafferty & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 8-1-05

  
\_\_\_\_\_  
EMC MORTGAGE CORP.

# *Exhibit A*

**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

**(HEREIN CALLED "GRANTOR(S)")**

**AND**

**ROBIN L. KIEHLMEIER AND DANNY W. KIEHLMEIER,**

**(HEREIN CALLED "GRANTEE(S)")**

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
\_\_\_\_\_TWENTY NINE THOUSAND (\$29,000.00)\_\_\_\_\_ DOLLARS**

**NOW PAID BY THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

**ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:**

**BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of  
lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence  
along said Highway in a Northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A.  
Shearer, et al; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction  
218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan  
in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S.  
Peters, et al; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet  
to a point, the place of beginning.**

**Tax ID #0-81718**

**EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:**

**BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now  
or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said  
10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of**

beginning.

Together with the appurtenances: TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.

NOTICE-THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17, 1987, P.L. 964, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

WITNESS  
WITNESS  
WITNESS

GUY DECKER  
LORI LEASOM  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1984, OCT. 10, P.L. 874, NO. 134 S.1.

WITNESS:

JOHN L. KIEHLMEIER  
DANNY W. KIEHLMEIER



# *Exhibit B*

**ACT 91 NOTICE**  
**DATE OF NOTICE: June 28, 2005**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: **June 28, 2005**

Homeowners Name: **DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

Property Address: **RD 2 Box 125, Dubois, PA 15801**

Loan Account No.: **0007541352**

Original Lender: **EMC MORTGAGE CORP**

Current Lender/Servicer: **EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

---

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005

(4 mos. at \$11.84/month) \$47.35

(c) Other charges; Escrow, Inspec., NSF Checks

(d) Other provisions of the mortgage obligation, if any

(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected

with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:**

**Contact Person:** Loss Mitigation Department  
Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

**KEYSTONE ECONOMIC DEVELOPMENT CORPORATION**

1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

**CCCS OF WESTERN PENNSYLVANIA INC.**

217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

**CCCS OF WESTERN PENNSYLVANIA**

219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

**INDIANA CO COMMUNITY ACTION PROGRAM**

827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

**CCCS OF NORTHEASTERN PA**

1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagors and Real Owners**  
RD 2 Box 125  
Dubois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. *05-1121-CD*

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

**AUG 02 2005**

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

Attest

*[Signature]*  
Pro. Notary/  
Clerk of Courts

AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

KEYSTONE LEGAL SERVICES

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

PENNSYLVANIA BAR ASSOCIATION

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of EMC-0799.

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

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

**I HEREBY CERTIFY THAT THIS IS  
COMPLAINT IN MORTGAGE FIDELITY AND SURETY  
TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$29,151.66
Escrow Advance	+\$1,190.24
Fees	+\$53.69

Recoverable Balance

+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By:



**GOLDBECK McCafferty & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 8-1-05

  
\_\_\_\_\_  
EMC MORTGAGE CORP.

# *Exhibit A*

**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

**(HEREIN CALLED "GRANTOR(S)")**

**AND**

**ROBIN L. KIEHLMEIER AND DANNY W. KIEHLMEIER,**

**(HEREIN CALLED "GRANTEE(S)")**

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
-----TWENTY NINE THOUSAND (\$29,000.00)----- DOLLARS**

**NOW PAID BY THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:

BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a Northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S. Peters, et al; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet to a point, the place of beginning.

Tax ID #0-81718

EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:




BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said 10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of


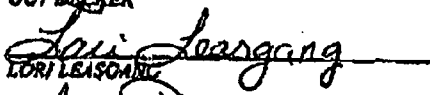
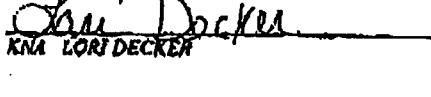
beginning.

Together with the appurtenances: **TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.**

NOTICE-THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17, 1967, P.L. 284, AS AMENDED), AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)



WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

  
WITNESS  
  
WITNESS  
  
WITNESS

  
GUY DECKER  
  
LORI LEASON  
  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1968, OCT. 10, P.L. 874, NO. 134 § 1.

WITNESS:  


  
ROBIN L. KIEHLMETIER  
  
DANNY W. KIEHLMETIER



# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: **June 28, 2005**

## **TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCafferty & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: June 28, 2005

Homeowners Name: **DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

Property Address: **RD 2 Box 125, Dubois, PA 15801**

Loan Account No.: **0007541352**

Original Lender: **EMC MORTGAGE CORP**

Current Lender/Servicer: **EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

---

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005

- (4 mos. at \$11.84/month) \$47.35
- (c) Other charges; Escrow, Inspec., NSF Checks
  - (d) Other provisions of the mortgage obligation, if any
  - (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected

with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:**

**Contact Person:** Loss Mitigation Department  
Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

**KEYSTONE ECONOMIC DEVELOPMENT CORPORATION**

1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

**CCCS OF WESTERN PENNSYLVANIA INC.**

217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

**CCCS OF WESTERN PENNSYLVANIA**

219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

**INDIANA CO COMMUNITY ACTION PROGRAM**

827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

**CCCS OF NORTHEASTERN PA**

1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



GOLDBECK McCAFFERTY & McKEEVER  
 JOSEPH A. GOLDBECK, JR.  
 Attorney I.D.#16132  
 Suite 5000 - Mellon Independence Center  
 701 Market Street  
 Philadelphia, PA 19106-1532  
 215-627-1322  
 BY: David B. Fein, Esq.  
 Attorney I.D.#82628  
 Attorney for Plaintiff

**FILED**

0/2:22LM

ICC Atty Fein

NOV 14 2005 @

William A. Shaw  
 Prothonotary

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A  
 LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
 INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
 SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG  
 AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
 1270 Northland Drive, Ste. 200  
 Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER  
 RD 2 Box 125  
 Dubois, PA 15801

IN THE COURT OF COMMON PLEAS  
 OF Clearfield COUNTY

05-1121-CD

ORDER

AND NOW, this 7 day of NOV. 2005, upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant, Robin Kiehlmeier has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendant, Robin Kiehlmeier by posting a copy of the Complaint upon the premises RD 2 Box 125, Dubois, PA, 15801, and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendant's last known address at RD 2 Box 125, Dubois, PA, 15801, and that all further service of legal papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Robin Kiehlmeier by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

J.



**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

FILED

NOV 04 2005

W/12:40 PM  
William A. Shaw

Prothonotary Clerk of Court

no C/C (64)

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK

1270 Northland Drive, Ste. 200

Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER

RD 2 Box 125

Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 05-1121-CD

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

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

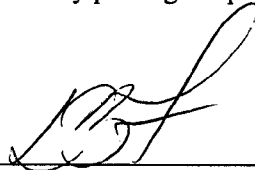
Plaintiff, by and through its attorney, David B. Fein, Esq., in support of its Motion for  
Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises RD 2 Box 125, Dubois, PA, 15801, hereinafter, the "mortgaged premises".
2. Defendants, DANNY KIEHLMEIER and ROBIN KIEHLMEIER, are the mortgagors and real owners of the mortgaged premises.
3. The last known address of Defendant, Robin Kiehlmeier is as set forth in Paragraph 2 of the Complaint.
4. The Sheriff has been unable to effect service of the Complaint upon Defendant, Robin

Kiehlmeier at her last known address because the house appears to be empty, per Sheriff.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendant, Robin Kiehlmeier.

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

BY: \_\_\_\_\_  
David B. Fein, Esq.



## Affidavit of Good Faith Investigation

**Client provided information:**

File Number: EMC-0799

Attorney Firm: Goldbeck, McCafferty & McKeever

File Name: Kiehlmeier

Subject Name: Robin Kiehlmeier

Property Address:

Street: RD 2, Box 125

City: Dubois State: PA Zip: 15801

---

**Skip Results:** Date of Birth: None Found Universal File Number: 37827

**Last Known** Dates: As of 11/01/2005

Street: RD 2, Box 125 Phone:

City: Dubois State: PA Zip: 15801

**Death Records:** As of 11/01/2005, the Social Security Administration has no death record on file for Robin Kiehlmeier.

**Social Security Number search completed.**

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

**Creditor information:**

Creditors indicated the last reported address for Robin Kiehlmeier as RD 2, Box 125, Dubois, PA 15801

**Department of Motor Vehicle Records:**

The Pennsylvania Department of Motor Vehicles provided no change for Robin Kiehlmeier from RD 2, Box 125, Dubois, PA 15801

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

**Voter Registration Information:**

The County Voters Registration Office has no listing for Robin Kiehlmeier.

**National Postal Address Search:** Has no change for Robin Kiehlmeier from RD 2, Box 125, Dubois, PA 15801

**Comments:**

814-371-3085: Spoke with neighbor, Teresa Berlin, stated the property is vacant, does not know current address.


814-371-8207: Called possible neighbor, Grant Card, there was no answer.

814-372-4690: Called possible neighbor, C. Garvin, there was no answer.

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On 11/01/2005, I, Patti Garrett being duly sworn according to the law, deposes and says:

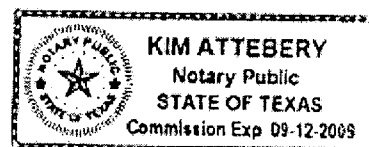
I am employed by Universal Default Service. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.

  
Affiant Name: Patti Garrett

Subscribed and sworn to before me,

  
Notary Public

Date: 11/01/2005



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

Service # 2 of 2 Services

Sheriff Docket # **100703**

**LASALLE BANK NATIONAL ASSOCIATION**

Case # 05-1121-CD

vs.

**DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

**SHERIFF RETURNS**

NOW October 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ROBIN KIEHLMEIER, DEFENDANT. RD#2 BOX 125, DUBOIS, PA. "EMPTY".

SERVED BY: /

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
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RD 2 Box 125

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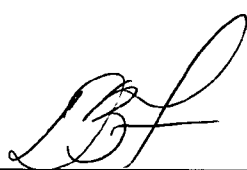
IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 05-1121-CD

**VERIFICATION**

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

BY:  \_\_\_\_\_  
David B. Fein, Esq.

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL  
BANK, IN ITS CAPACITY AS INDENTURE  
TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1,  
2000 AMONG AFC TRUST SERIES 2000-3, AS  
ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

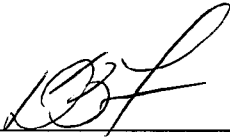
IN THE COURT OF COMMON PLEAS

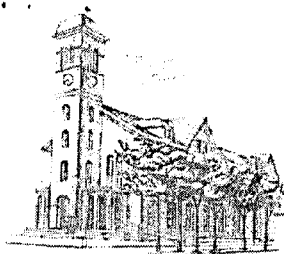
Of Clearfield County

No. 05-1121-CD

**CERTIFICATE OF SERVICE**

David B. Fein, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendant, Robin Kiehlmeier this 3<sup>rd</sup> day of November 2005, by first class mail, postage prepaid.

BY:   
David B. Fein, Esq.



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

X You are responsible for serving all appropriate parties.

\_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:



**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

LASALLE BANK NATIONAL  
ASSOCIATION (ASSIGNEE) F/K/A  
LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUST  
SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK

1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

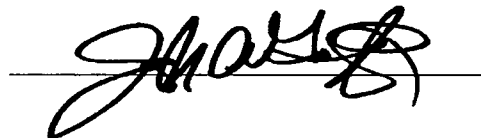
Term

No. 05-1121-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



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

**FILED** *Atty pd. 7.00*  
*m/b: 4204*  
**NOV 18 2005** *2 Reinstated to Sheriff*

William A. Shaw *(GR)*  
Prothonotary/Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

FILED *no cc*  
m/11:09:01  
NOV 28 2005  
(S)

William A. Shaw  
Prothonotary/Clerk of Courts

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK,  
IN ITS CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK

1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER

Mortgagor(s)

RD 2 Box 125

Dubois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON  
PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 05-1121-CD

**CERTIFICATE OF SERVICE**

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on

*November 22<sup>nd</sup>, 2005*

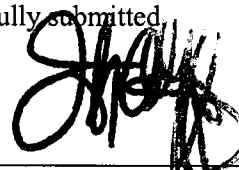
he did serve upon Defendant ROBIN KIEHLMEIER a true and correct copy of the above-captioned

Complaint by certified and regular mail in accordance with the Court Order dated November 7, 2005.

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

Section 4904.

Respectfully submitted



GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

In the Court of Common Pleas of Clearfield County

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE)  
F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE  
AND SERVICING AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3, AS ISSUER,  
SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

No. 05-1121-CD

FILED

FEB 01 2006

William A. Shaw  
Prothonotary/Clerk of Courts

No CC  
Notice to  
De fs  
Statement  
to Atty  
Atty pd.  
20.00

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against DANNY KIEHLMEIER and ROBIN KIEHLMEIER by default  
for want of an Answer.

Assess damages as follows:

Debt

\$32,966.56

Interest - 02/01/2005 to 01/27/2006

Total

(Assessment of Damages attached)

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

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

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. # 6132

AND NOW February 1, 2006, Judgment is entered in favor of  
LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY  
AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1,  
2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK and against DANNY KIEHLMEIER and  
ROBIN KIEHLMEIER by default for want of an Answer and damages assessed in the sum of \$32,966.56 as per the above  
certification.

Prothonotary

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
(Mortgagor(s) and Record owner(s))  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

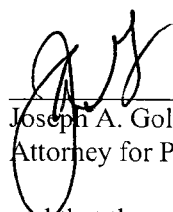
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

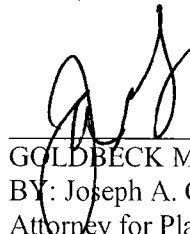
No. 05-1121-CD

### ORDER FOR JUDGMENT

Please enter Judgment in favor of LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, and against DANNY KIEHLMEIER and ROBIN KIEHLMEIER for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$32,966.56.

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

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK 1270 Northland Drive, Ste. 200 Mendota Heights, MN 55120 and that the name(s) and last known address(es) of the Defendant(s) is/are DANNY KIEHLMEIER, 302 S. State Street Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125 Dubois, PA 15801;

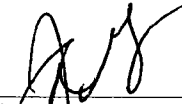
  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

ASSESSMENT OF DAMAGES


TO THE PROTHONOTARY:

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

Principal Balance	\$25,352.63
Interest from 02/01/2005 through 01/27/2006	\$2,606.41
Reasonable Attorney's Fees	\$1,250.00
Late Charges	\$177.60
Costs of Suit and Title Search	\$900.00
Escrow Advance	\$1,190.24
Fees	\$53.69
Recoverable Balance	\$1,435.99
	(\$0.00)
	<hr/>
	\$32,966.56

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

AND NOW, this 1<sup>st</sup> day of February, 2006 damages are assessed as above.

  
\_\_\_\_\_  
Pro Prothy

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

DATE OF THIS NOTICE: **January 4, 2006**

TO:

**ROBIN KIEHLMEIER**  
RD 2 Box 125  
Dubois, PA 15801

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

*Defendant(s)*

In the Court of Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

Term  
No. 05-1121-CD

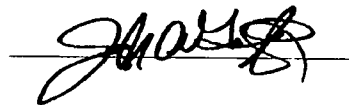
TO: **ROBIN KIEHLMEIER**  
RD 2 Box 125  
Dubois, PA 15801

**IMPORTANT NOTICE**

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

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

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



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

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

DATE OF THIS NOTICE: **January 4, 2006**

TO:

**DANNY KIEHLMEIER**  
RD 2 Box 125  
Dubois, PA 15801

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE)  
F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK

1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

**DANNY KIEHLMEIER**  
**ROBIN KIEHLMEIER**  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON  
PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 05-1121-CD


TO: **DANNY KIEHLMEIER**  
RD 2 Box 125  
Dubois, PA 15801

**IMPORTANT NOTICE**

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

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

  
**GOLDBECK McCAFFERTY & McKEEVER**  
By Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center

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

DATE OF THIS NOTICE: **January 4, 2006**

TO:

**DANNY KIEHLMEIER**  
302 S. State Street  
Dubois, PA 15801

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE  
NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

**DANNY KIEHLMEIER**  
**ROBIN KIEHLMEIER**  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

*Defendant(s)*

In the Court of Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

Term  
No. 05-1121-CD

TO: **DANNY KIEHLMEIER**  
302 S. State Street  
Dubois, PA 15801

**IMPORTANT NOTICE**

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

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



**GOLDBECK McCAFFERTY & McKEEVER**

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



VERIFICATION OF NON-MILITARY SERVICE

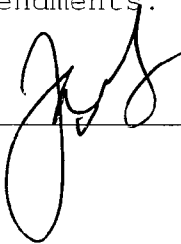
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best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

1. That the above named Defendant, DANNY KIEHLMEIER, is about unknown years of age, that Defendant's last known residence is 302 S. State Street, Dubois, PA 15801, and is engaged in the unknown business located at unknown address.

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

Date:

1/27/06

  
\_\_\_\_\_

VERIFICATION OF NON-MILITARY SERVICE

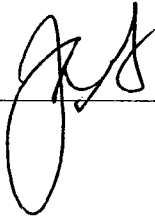
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best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

1. That the above named Defendant, ROBIN KIEHLMEIER, is about unknown years of age, that Defendant's last known residence is RD 2 Box 125, Dubois, PA 15801, and is engaged in the unknown business located at unknown address.

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

Date:

1/27/04



---

CC-1

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

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY  
AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1,  
2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

No. 05-1121-CD

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
(Mortgagors and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

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

NOTICE

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

William Shaw  
Prothonotary

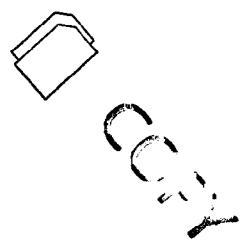
By: William Shaw 2/1/06  
Ba

Deputy

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

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

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



LaSalle Bank National Association  
LaSalle National Bank  
Superior Bank  
Plaintiff(s)

No.: 2005-01121-CD

Real Debt: \$32,966.56

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Danny Kiehlmeier  
Robin Kiehlmeier  
Defendant(s)

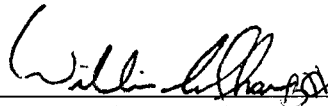
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 1, 2006

Expires: February 1, 2011

Certified from the record this 1st day of February, 2006.

  
\_\_\_\_\_  
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)  
P.R.C.P 3180-3183

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

**FILED** *ICC & Lewis w/ prop desc to shiff*  
*m) 1:34/81*  
**FEB 01 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts  
*App'd 2006*

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagor(s) and Record Owner(s)**  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-1121-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

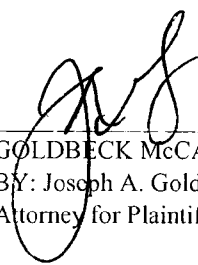
\$32,966.56

Interest from  
02/01/2005 to  
01/27/2006 at  
10.4000%

(Costs to be added)

146 00

**Prothonotary costs**

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

Term  
No. 05-1121-CD  
**IN THE COURT OF COMMON PLEAS**

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3,  
AS ISSUER, SUPERIOR BANK

VS.

DANNY KIEHLMEIER and  
ROBIN KIEHLMEIER  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

---

**PRAECIPE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

---

---

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

---

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

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK,  
IN ITS CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER,  
SUPERIOR BANK

1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-1121-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

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

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

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

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

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

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

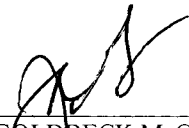
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
RD 2 Box 125  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: January 27, 2006

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



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

CC-1

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL  
BANK, IN ITS CAPACITY AS INDENTURE  
TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER  
1, 2000 AMONG AFC TRUST SERIES 2000-3, AS  
ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 05-1121-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: RD 2 Box 125 Dubois, PA 15801

See Exhibit "A" attached


AMOUNT DUE \$32,966.56

Interest From 02/01/2005  
Through 01/27/2006

(Costs to be added)

**Prothonotary costs** 146.00

Dated: 2/1/06

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Term  
No. 05-1121-CD

IN THE COURT OF COMMON PLEAS

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE)  
F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DANNY KIEHLMEIER and  
ROBIN KIEHLMEIER  
Mortgagor(s)  
RD 2 Box 125 Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$32,966.56
INTEREST from	\$
COSTS PAID:	
PROTHY	\$ 146.00
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

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

All that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point being the southeast corner of lands herein described and being the southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al.; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Harry S. Peters, et al.; thence along line of lands now or formerly of the said Harry S. Peters in a southerly direction 218 feet to a point, the place of beginning.

Excepting and reserving from this conveyance the following described piece, parcel or tract of land:

Beginning at a point being the southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10 foot road; thence along said 10 foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of beginning.

TAX PARCEL #: 128-E02-000-00008

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

DOCKET # 100876  
NO: 05-1121-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: DANNY KIEHLMEIER and ROBIN KIEHLMEIER

**SHERIFF RETURN**

NOW, October 18, 2005 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANNY KIEHLMEIER DEFENDANT AT 302 S. STATE ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KRISTIN KIEHLMEIER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

**FILED**

FEB 09 2006  
0/8:45/13  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **100876**

**LASALLE BANK NATIONAL ASSOCIATION**

Case # 05-1121-CD

vs.

**DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 08, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ROBIN KIEHLMEIER, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100876  
NO: 05-1121-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: DANNY KIEHLMEIER and ROBIN KIEHLMEIER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	238199	20.00
SHERIFF HAWKINS	GOLDBECK	238199	32.43

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

GOLDBECK McCANNERTY & McCANNERTY

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

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

AUG 12 2005

William A. Shaw  
Prothonotary/Clerk of Court

ATTORNEY  
COPY

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
1003, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

JOHN KIEHLMEIER

JOAN KIEHLMEIER

Home and Real Owners

Dubuque, IA 52002

Dubuque, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

CIVIL ACTION: MORTGAGE  
FORECLOSURE

### NOTICE

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

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

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

#### KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

10-4-05 Document  
Reinstated/Reassigned to Sheriff/Attorney  
for service.

*William A. Shaw*  
Prothonotary

#### PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

### AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

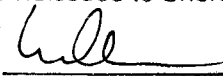
RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUETE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA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

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

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

KEYSTONE LEGAL SERVICES

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

Aug. 24, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.   
Deputy Prothonotary

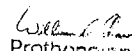
PENNSYLVANIA BAR ASSOCIATION

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

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

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.** AUG 24 2005

Resources available for Homeowners in Foreclosure:

Attest:  
  
Prothonotary/  
Clerk of Courts

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of EMC-0792.

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

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



# ATTORNEY COPY

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$29,151.66
Escrow Advance	+\$1,190.24
Fees	+\$53.69


Recoverable Balance

+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By:   
**GOLDBECK McCafferty & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 8-1-05

  
EMC MORTGAGE CORP.

# *Exhibit A*

**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

**(HEREIN CALLED "GRANTOR(S)")**

**AND**

**ROBIN L. KIEHLMEIER AND DANNY W. KIEHLMEIER,**

**(HEREIN CALLED "GRANTEE(S)")**

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
\_\_\_\_\_ TWENTY NINE THOUSAND (329,000.00) \_\_\_\_\_ DOLLARS**

**THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

**ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD  
COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:**

**BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of  
lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence  
along said Highway in a Northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A.  
[redacted]; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction  
218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan  
in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S.  
[redacted]; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet  
to a point, the place of beginning.**

**Tax ID #0-81718**

**EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:**

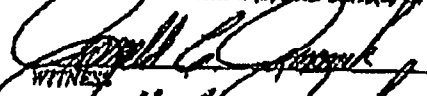


**BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now  
or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said  
10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of**


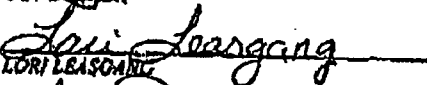
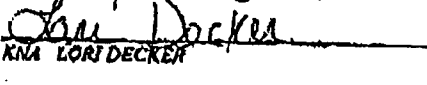
beginning.

Together with the appurtenances: TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE  
USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS  
FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES  
AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT  
WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO  
WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED  
AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.

NOTICE-THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO  
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND  
THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH  
COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,  
BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE,  
RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR  
RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17,  
1967, P.L. 106, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)



WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

  
WITNESS  
  
WITNESS  
  
WITNESS

  
GUY DECKER  
  
LORI LEASING  
  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE  
ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT  
THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST  
SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING  
OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE  
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE  
OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO  
COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966,  
AS AMENDED 1968, OCT. 10, P.L. 874, NO. 154 S 1.

WITNESS:  


  
ROBERT A. KIEHLMIEIER  
  
DANNY W. KIEHLMIEIER

# *Exhibit B*

**ACT 91 NOTICE**  
**DATE OF NOTICE: June 28, 2005**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734



Date: June 28, 2005

Homeowners Name: **DANNY KIEHLMEIER and ROBIN KIEHLMEIER**

Property Address: **RD 2 Box 125, Dubois, PA 15801**

Loan Account No.: **0007541352**

Original Lender: **EMC MORTGAGE CORP**

Current Lender/Service: **EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005

(4 mos. at \$11.84/month) \$47.35

(c) Other charges; Escrow, Inspec., NSF Checks

(d) Other provisions of the mortgage obligation, if any

(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the **THIRTY (30) DAY** period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** **You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected**

with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:**

**Contact Person:** Loss Mitigation Department  
Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

Date: 08/02/2005  
Time: 02:03 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1905848  
Page 1 of 1

Received of: Goldbeck, Joseph A. Jr. (attorney for La \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2005-01121-CD	Plaintiff: LaSalle Bank National Associat	Amount
Civil Complaint		85.00
Total:		85.00

Check: 233396

Payment Method: Check  
Amount Tendered: 85.00  
Change Returned: 0.00  
Clerk: BHUDSON

William A. Shaw, Prothonotary/Clerk of Cou  
By: \_\_\_\_\_  
Deputy Clerk

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

DOCKET # 101021  
NO: 05-1121-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: DANNY KIEHLMEIER and ROBIN KIEHLMEIER

**SHERIFF RETURN**

NOW, December 14, 2005 AT 11:25 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT  
RD#2 BOX 125 aka 1007 BEERS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: COUDRIET /

FILED  
09:43  
MAR 01 2008  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101021  
NO: 05-1121-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: DANNY KIEHLMEIER and ROBIN KIEHLMEIER

SHERIFF RETURN

RETURN COSTS

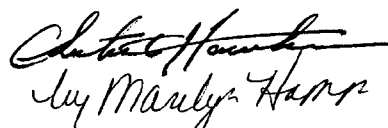
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	241981	10.00
SHERIFF HAWKINS	GOLDBECK	241981	27.43

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

COPY

GOLDBECK McCafferty & McKeever  
Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
BY: David B. Fein, Esq.  
Attorney I.D.#82628  
Attorney for Plaintiff

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

NOV 14 2005

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A  
LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

05-1121-CD

ORDER

AND NOW, this 7<sup>th</sup> day of Nov 2005, upon consideration of the Plaintiff's Motion for  
Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to  
ascertain the present whereabouts of Defendant, Robin Kiehlmeier has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage  
Foreclosure upon Defendant, Robin Kiehlmeier by posting a copy of the Complaint upon the premises RD 2 Box  
125, Dubois, PA, 15801, and Plaintiff is directed to serve the Complaint by certified and regular mail to the  
Defendant's last known address at RD 2 Box 125, Dubois, PA, 15801, and that all further service of legal papers,  
including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last  
known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made  
upon Defendant, Robin Kiehlmeier by sending copies of same to Defendant's last known address by certified and  
regular mail and by posting the premises.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

GOLDBECK McCARTHERY & McDERMOTT

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

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

ANG 02 2005

William A. Shaw  
Prothonotary Clerk of Court

ATTORNEY  
COPY

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT  
DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
Mortgagors and Real Owners  
RD 2 Box 125  
Dubois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

CIVIL ACTION: MORTGAGE  
FORECLOSURE

### NOTICE

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

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

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

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

10-4-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17103  
800-692-7375

11-18-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

### AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

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

Aug. 24, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *[Signature]*  
Deputy Prothonotary

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

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

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.** AUG 24 2005

Resources available for Homeowners in Foreclosure.

*[Signature]*  
Prothonotary/  
Clerk of Courts

### ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website [www.hud.gov/offices/hsg/sfh/econ/econ.cfm](http://www.hud.gov/offices/hsg/sfh/econ/econ.cfm) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of ENCL-1100.

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

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

# ATTORNEY COPY

~~COMPLAINT IN MORTGAGE FORECLOSURE~~

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

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are DANNY KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801 and ROBIN KIEHLMEIER, RD 2 Box 125, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 31, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200013039. The mortgage has been assigned to: LASALLE BANK NA, FKA LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE & SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK by Assignment of Mortgage dated February 12, 2003 as Instrument #: 200302111. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2005, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$25,352.63
Interest from 02/01/2005	\$1,530.63
through 08/31/2005 at 10.4000%	
Per Diem interest rate at \$7.22	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$1,267.63) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 03/01/2005 to 08/31/2005	\$118.40
Monthly late charge amount at \$11.84	
Costs of suit and Title Search	\$900.00
Escrow Advance	\$29,151.66
Fees	+\$1,190.24
	+\$53.69

Recoverable Balance


+\$1,435.99

\$31,831.58

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$31,831.58, together with interest at the rate of \$7.22, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_

  
**GOLDBECK McCafferty & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 8-1-05

  
\_\_\_\_\_  
EMC MORTGAGE CORP.

# *Exhibit A*



**THIS DEED**

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN  
GUY DECKER AND LORI LEASGANG, KNA LORI DECKER,  
HUSBAND AND WIFE**

(HEREIN CALLED "GRANTOR(S)")

**AND**

**ROBIN L. KIEHLMEIER AND DANNY W. KIEHLMEIER,**

(HEREIN CALLED "GRANTEE(S)")

**WITNESSETH, THAT THE SAID GRANTOR(S), IN CONSIDERATION OF THE SUM OF  
-----TWENTY NINE THOUSAND (\$29,000.00)----- DOLLARS**

**NOW PAID BY THE SAID GRANTEE(S), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO  
HEREBY GRANT AND CONVEY UNTO THE SAID GRANTEES AND TO HIS/HER/THEIR HEIRS  
AND ASSIGNS**

ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:

BEGINNING at a point being the Southeast corner of lands herein described and being the Southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a Northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a Northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Jordan in a Southeasterly direction 200 feet to a point being the Northwest corner of lands now or formerly of Harry S. Peters, et al; thence along line of lands now or formerly of the said Harry S. Peters in a Southerly direction 218 feet to a point, the place of beginning.

Tax ID #0-81718

EXCEPTING AND RESERVING from this conveyance the following described piece, parcel or tract of land:

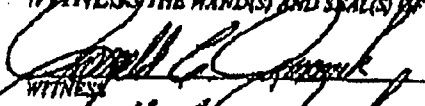
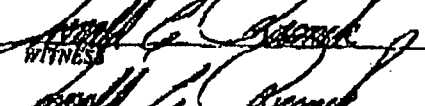

BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said 10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of


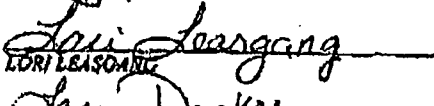
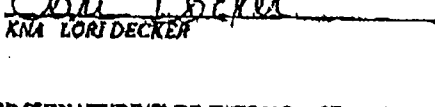
beginning.

Together with the appurtenances: **TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS TO WARRANT AND DEFEND Generally THE PROPERTY HEREBY CONVEYED AGAINST ANY AND ALL PERSONS LAWFULLY CLAIMING THE SAME.**

NOTICE THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17, 1967, P.L. 196, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

WITNESS THE HAND(S) AND SEAL(S) OF THE SAID GRANTOR(S)

  
WITNESS  
  
WITNESS  
  
WITNESS

  
GUY DECKER  
  
LORI LEASON  
  
KNA LORI DECKER

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1966, OCT. 10, P.L. 874, NO. 13431.

WITNESS:  


  
ROBIN L. KIEHLMETTER  
  
DANNY W. KIEHLMETTER

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: **June 28, 2005**

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 300 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: June 28, 2005

Homeowners Name: DANNY KIEHLMEIER and ROBIN KIEHLMEIER

Property Address: RD 2 Box 125, Dubois, PA 15801

Loan Account No.: 0007541352

Original Lender: EMC MORTGAGE CORP

Current Lender/Service: EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

---

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

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

---

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **RD 2 Box 125, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 03/01/2005 thru 6/28/2005  
(4 mos. at \$236.80/month) \$947.20
- (b) Late charges from 03/01/2005 thru 6/28/2005

- (4 mos. at \$11.84/month) \$47.35  
(c) Other charges; Escrow, Inspec., NSF Checks  
(d) Other provisions of the mortgage obligation, if any  
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$994.55

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 994.55**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
EMC MORTGAGE CORP.  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected

with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** EMC MORTGAGE CORP. LOSS MITIGATION DEPARTMENT EMC MORTGAGE CORP.

**Address:** 909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038  
909 Hidden Ridge Drive  
Suite 200  
Irving, TX 75038

**Phone Number:** 888-577-4011 x3202972-831-3523

**Fax Number:** \_\_\_\_\_

**Contact Person:** Loss Mitigation Department Sametra McGuire

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

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



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

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

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

SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department  
Phone Number: 888-577-4011 x3202

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

Date: 08/02/2005  
Time: 02:03 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1905848  
Page 1 of 1

Received of: Goldbeck, Joseph A. Jr. (attorney for La \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2005-01121-CD	Plaintiff: LaSalle Bank National Associat	Amount
Civil Complaint		85.00
Total:		85.00

Check: 233396

Payment Method: Check  
Amount Tendered:  
Change Returned:  
Clerk: BHUDSON

85.00  
0.00

William A. Shaw, Prothonotary/Clerk of Cou  
By: \_\_\_\_\_  
Deputy Clerk

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

EMC-0799  
CF: 08/02/2005  
SD: 04/07/2006  
\$32,966.56

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagor(s) and  
Record Owner(s)**

RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 05-1121-CD

FILED *no cc*  
MAR 16 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

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

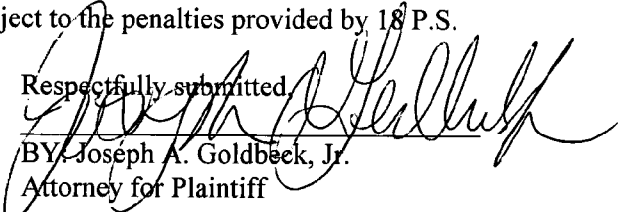
Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☐ Personal Service by the Sheriff's Office/competent adult (copy of return attached).
  - ☒ Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
  - ☐ Certified mail by Sheriff's Office.
  - ☐ Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
  - ☐ Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
  - ☐ Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.
- IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**
- ☐ Premises was posted by Sheriff's Office/competent adult (copy of return attached).
  - ☐ Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
  - ☐ Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

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

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

Respectfully submitted,

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

7005 0390 0002 0690 5000 0690 5000 4099

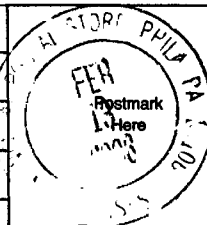
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 0.63
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To	EMC-0799 4/7
KIEHLMEIER, DANNY	
Street, Apt. No., or PO Box No.	302 S. State Street
City, State, ZIP+4	Jubois, PA 15801

### **Certified Mail Provides:**

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

### **Important Reminders:**

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

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

PS Form 3800, June 2002 (Reverse)

7005 0390 0002 0835 6828

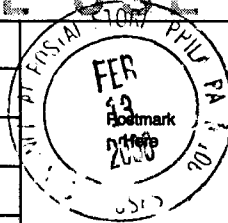
# **CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 0.63
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To	EMC-0799 4/7
KIEHLMEIER, DANNY	
Street, Apt. No., or PO Box No.	1007 Beers Rd
City, State, ZIP+4	Dubois, PA 15801

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

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

**Important Reminders:**

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

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



7005 0390 0002 0835 6842

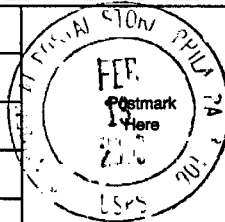
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 0.63
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To	EMC-0799 4/7
Street, Apt. No., or PO Box No.	KIEHLMEIER, ROBIN 302 S. State Street
City, State, ZIP+4	Dubois, PA 15801

**Certified Mail Provides:**

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

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

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

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

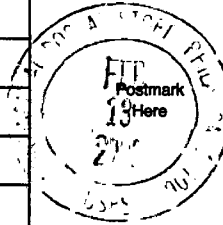
7005 0390 0002 0835 6866

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

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

**OFFICIAL USE**

Postage	\$ 0.63
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To	EMC-0799 4/7
KIEHLMEIER, ROBIN	
Street, Apt. No., or PO Box No.	RD 2 Box 125
City, State, ZIP+4	Dubois, PA 15801

**Certified Mail Provides:**

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

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
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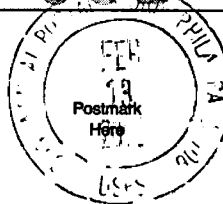
7005 0390 0002 0835 6859

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](http://www.usps.com)<sup>®</sup>

**OFFICIAL USE**

Postage	\$ 0.63
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To	EMC 0799 4/7
KIEHLMEIER, ROBIN	
Street, Apt. No., or PO Box No.	1007 Beers Rd
City, State, ZIP+4	Dubois, PA 15801

**Certified Mail Provides:**

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

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

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- Certified Mail is *not* available for any class of international mail.
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- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
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**IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.**

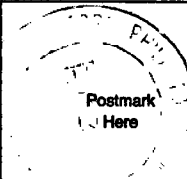
7005 0390 0002 0690 5002

**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](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 0.63
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To	EMC-0799 4/7
KIEHLMEIER, DANNY	
Street, Apt. No., or PO Box No.	1007 Beers Rd
City, State, ZIP+4	Dubois, PA 15801

**Certified Mail Provides:**

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

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
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**IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.**



**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:

**EMC-0799 4/7**

**KIEHLMEIER, ROBIN  
302 S. State Street  
Dubois, PA 15801**

2. Article Number  
(Transfer from service label)

  
\* 7 0 0 5 0 3 9 0 0 0 2 0 8 3 5 6 8 4 2 \*

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** Kristin Kiehlmeier ☐ Agent ☐ Addressee

B. Received by (Printed Name)

Kristin Kiehlmeier 2/16/06

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

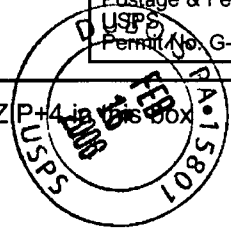
4. Restricted Delivery? (Extra Fee) ☐ Yes

UNITED STATES POSTAL SERVICE



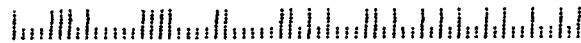
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box



**CONDEBBECK McCAFFERTY & McKEEVER**  
Union Independence Center, Suite 5000  
701 Market Street  
Philadelphia, PA 19106-1532

012



**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:

**EMC-0799 4/7**

**KIEHLMEIER, DANNY  
302 S. State Street  
Dubois, PA 15801**

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** *Kristin Kiehlmeier* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

*Kristin Kiehlmeier* *2/16/06*

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



\* 7005039000208356804 \*

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. 33-10

- Sender: Please print your name, address, and ZIP+4 in this box

DEBECK McCafferty & McKeever  
1000 Independence Center, Suite 5000  
701 Market Street  
Philadelphia, PA 19106-1532

012



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

Check type of mail or service:

☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional copies  
of this bill)  
Postmark and  
Date of Receipt

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling Charge

Actual Value

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

1.

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

2.

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

3.

CENDANT MORTGAGE CORPORATION  
6000 ATRIUM WAY  
MT. LAUREL, NJ 08054

4.

TENANTS/OCCUPANTS  
RD 2 Box 125  
Dubois, PA 15801

5.

ROBIN KIEHLMEIER  
302 S. STATE STREET  
DUBOIS, PA 15801

6.

ROBIN KIEHLMEIER  
1007 BEERS ROAD  
DUBOIS, PA 15801

7.

ROBIN KIEHLMEIER  
RD 2 BOX 125  
DUBOIS, PA 15801

8.

Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

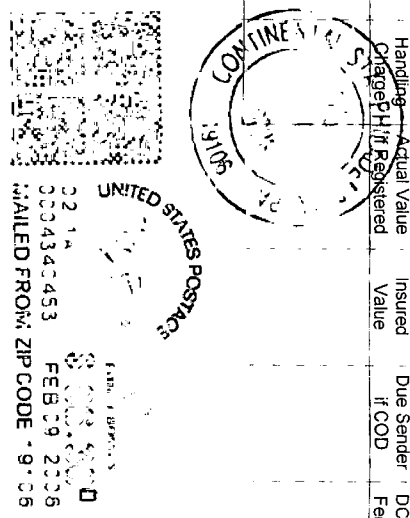
Postmaster, Per (Name of receiving employee)

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

Complete by Typewriter, Ink, or Ball Point Pen

EMC-0799

DANNY KIEHLMEIER & ROBIN KIEHLMEIER



See Privacy Act Statement on Reverse

*Clearfield*

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

Check type of mail or service:

☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional copies  
of this bill)  
Postmark and  
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	CENDANT MORTGAGE CORPORATION 3000 LEADENHALL RD MT. LAUREL, NJ 08054-4624											
2.												
3.												
4.												
5.												
6.												
7.												
8.												

Total Number of Pieces Listed by Sender  
Total Number of Pieces Received at Post Office  
Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

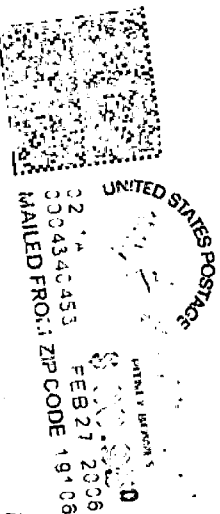
PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

EMC-0799

DANNY KIEHLMEIER & ROBIN KIEHLMEIER

*Clearfield*



**GOLDBECK McCAFFERTY & McKEEVER**

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK,  
IN ITS CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3, AS ISSUER,  
SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagor(s) and Record Owner(s)**

RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

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

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

CENDANT MORTGAGE CORPORATION  
3000 LEADENHALL RD  
MT. LAUREL, NJ 08054-4624

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

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

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

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

TENANTS/OCCUPANTS  
RD 2 Box 125  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: March 10, 2006

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



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

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagor(s) and Record Owner(s)**  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS


of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-1121-CD

**FILED**

AUG 04 2006 

M/2:40/w  
William A. Shaw

Prothonotary/Clerk of Courts

1 COPY TO SHERIFF  
w/ 6 writs

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

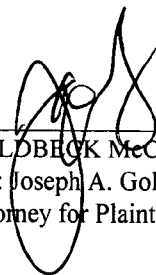
Amount Due

\$32,966.56

Interest from  
02/01/2005 to  
01/27/2006 at  
10.4000%

(Costs to be added)

**Prothonotary costs \$166.00**

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

Term  
No. 05-1121-CD  
**IN THE COURT OF COMMON PLEAS**

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3,  
AS ISSUER, SUPERIOR BANK

vs.

DANNY KIEHLMIEIER and  
ROBIN KIEHLMIEIER  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

---

**PRAECIPE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

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Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

---

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322

All that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point being the southeast corner of lands herein described and being the southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al.; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Harry S. Peters, et al.; thence along line of lands now or formerly of the said Harry S. Peters in a southerly direction 218 feet to a point, the place of beginning.

Excepting and reserving from this conveyance the following described piece, parcel or tract of land:

Beginning at a point being the southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10 foot road; thence along said 10 foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of beginning.

TAX PARCEL #: 128-E02-000-00008

PROPERTY ADDRESS: RD 2 BOX 125, DUBOIS, PA 15801

FILED  
AUG 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL  
BANK, IN ITS CAPACITY AS INDENTURE  
TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER  
1, 2000 AMONG AFC TRUST SERIES 2000-3, AS  
ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 05-1121-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

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

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

PREMISES: RD 2 Box 125 Dubois, PA 15801

See Exhibit "A" attached


AMOUNT DUE	\$32,966.56
------------	-------------

Interest From 02/01/2005 Through 01/27/2006	
------------------------------------------------	--

(Costs to be added)	
---------------------	--

Prothonotary costs \$166.00	
-----------------------------	--

Dated: Aug 4, 2006

  
\_\_\_\_\_  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Term  
No. 05-1121-CD

IN THE COURT OF COMMON PLEAS

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE)  
F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DANNY KIEHLMEIER and  
ROBIN KIEHLMEIER  
Mortagor(s)  
RD 2 Box 125 Dubois, PA 15801

REAL DEBT	
INTEREST from	
COSTS PAID:	
PROTHY	\$32,966.56
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	\$
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

All that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point being the southeast corner of lands herein described and being the southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al.; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Harry S. Peters, et al.; thence along line of lands now or formerly of the said Harry S. Peters in a southerly direction 218 feet to a point, the place of beginning.

Excepting and reserving from this conveyance the following described piece, parcel or tract of land:

Beginning at a point being the southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10 foot road; thence along said 10 foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of beginning.

TAX PARCEL #: 128-E02-000-00008

PROPERTY ADDRESS: RD 2 BOX 125, DUBOIS, PA 15801

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK,  
IN ITS CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER,  
SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
(Mortgagor(s) and Record Owner(s))  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-1121-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

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

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

CENDANT MORTGAGE CORPORATION  
3000 LEADENHALL RD  
MT. LAUREL, NJ 08054-4624

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

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

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

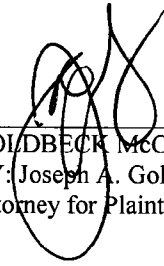
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
RD 2 Box 125  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: August 3, 2006



---

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



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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC  
TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagor(s) and Record Owner(s)**  
RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF  
COMMON PLEAS

of Clearfield County

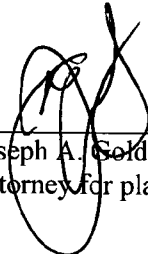
CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

NO. 05-1121-CD

**CERTIFICATION AS TO THE SALE OF REAL PROPERTY**

I, Joseph A. Goldbeck, Jr., Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20277  
NO: 05-1121-CD

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUT SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DEFENDANT: DANNY KIEHLMEIER AND ROBIN KIEHLMEIER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/01/2006

LEVY TAKEN 02/08/2006 @ 2:00 PM

POSTED 02/08/2006 @ 2:10 PM

SALE HELD

SOLD TO GOLDBECK, MCCAFFERTY & MCKEEVER

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 08/25/2006

DATE DEED FILED **NOT SOLD**

FILED  
012:51/321  
AUG 25 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

02/08/2006 @ 2:48 PM SERVED DANNY KIEHLMEIER

SERVED DANNY KIEHLMEIER, DEFENDANT, AT HIS RESIDENCE 302 S. STATE STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO DANNY KIEHLMEIER

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.

02/08/2006 @ 3:28 PM SERVED ROBIN KIEHLMEIER

SERVED, ROBIN KIEHLMEIER, DEFENDANT, AT THE CLEARFIELD COUNTY JAIL, 115 21ST STREET, CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO ROBIN KIEHLMEIER

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, MARCH 28, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED  
FOR APRIL 7, 2006 TO MAY 5, 2006.

@ SERVED

NOW, MAY 5, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MAY 5,  
2006.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20277

NO: 05-1121-CD

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUT SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DEFENDANT: DANNY KIEHLMEIER AND ROBIN KIEHLMEIER

Execution REAL ESTATE


SHERIFF RETURN

---

SHERIFF HAWKINS \$256.67

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
By Cynthia Butler-Cleghen  
Chester A. Hawkins  
Sheriff

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL  
BANK, IN ITS CAPACITY AS INDENTURE  
TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER  
1, 2000 AMONG AFC TRUST SERIES 2000-3, AS  
ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 05-1121-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: RD 2 Box 125 Dubois, PA 15801

See Exhibit "A" attached

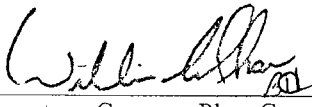
AMOUNT DUE \$32,966.56

Interest From 02/01/2005  
Through 01/27/2006

(Costs to be added)

Prothonotary costs 146.00

Dated: 2/1/06

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received February 1, 2006 @ 3:30 P.M.  
Chester A. Hawkins  
By Cynthia Butler - Aughenbaugh

Term  
No. 05-1121-CD

IN THE COURT OF COMMON PLEAS

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE)  
F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DANNY KIEHLMEIER and  
ROBIN KIEHLMEIER  
Mortgagor(s)  
RD 2 Box 125 Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	
INTEREST from	\$32,966.56
COSTS PAID:	\$
PROTHY	\$ 1416.00
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

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

All that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point being the southeast corner of lands herein described and being the southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al.; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Harry S. Peters, et al.; thence along line of lands now or formerly of the said Harry S. Peters in a southerly direction 218 feet to a point, the place of beginning.

Excepting and reserving from this conveyance the following described piece, parcel or tract of land:

Beginning at a point being the southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10 foot road; thence along said 10 foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of beginning.

TAX PARCEL #: 128-E02-000-00008

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DANNY KIEHLMEIER

NO. 05-1121-CD

NOW, August 25, 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 , I exposed the within described real estate of Danny Kiehlmeier And Robin Kiehlmeier to public venue or outcry at which time and place I sold the same to GOLDBECK, MCCAFFERTY & MCKEEVER he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.85
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$256.67</b>

**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	32,966.56
INTEREST @ 9.3900	(6,873,357.9
FROM 02/10/2005 TO	

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	
<b>TOTAL DEBT AND INTEREST</b>	<b>(\$6,840,351.37)</b>

**COSTS:**

ADVERTISING	1,959.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	256.67
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	146.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,681.67</b>

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

CHESTER A. HAWKINS, Sheriff

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

March 28, 2006

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX 814-765-6089

RE: LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL  
BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE  
AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST  
SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
vs.  
DANNY KIEHLMEIER and ROBIN KIEHLMEIER  
Term No. 05-1121-CD

**Property address:**

**RD 2 Box 125  
Dubois, PA 15801**

**Sheriff's Sale Date: April 07, 2006**

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for April 07, 2006 to May 05, 2006.

Thank you for your cooperation.

Very truly yours,

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

JAG/lmb



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

JOSEPH A. GOLDBECK, JR.  
GARY E. McCAFFERTY  
MICHAEL T. McKEEVER

May 5, 2006

Clearfield

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

**URGENT**

RE: LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER  
Term No. 05-1121-CD

Property address:

RD 2 Box 125  
Dubois, PA 15801

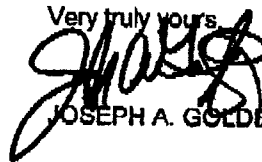
Sheriff's Sale Date: May 05, 2006

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$0.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,



JOSEPH A. GOLDBECK, JR.

JAG/AmyG

cc: Igin Sezer  
EMC FIDELITY NATIONAL FORECLOSURE SOLUTIONS  
Acct. #0007541352

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

EMC-0799  
CF: 08/02/2005  
SD: 11/03/2006  
\$32,966.56

Attorney for Plaintiff

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN  
ITS CAPACITY AS INDENTURE TRUSTEE UNDER  
THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK

1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER

**Mortgagor(s) and  
Record Owner(s)**

RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

FILED NO CC  
M 11:18 AM  
OCT 16 2006  
5

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

- ☒ Personal Service by the Sheriff's Office/~~competent adult~~ *Per Cindy QSO 9/15/06.* (copy of return attached).  
( ) Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).  
( ) Certified mail by Sheriff's Office.  
( ) Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
( ) Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
( ) Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

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

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

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

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

Respectfully submitted,

*[Signature]*  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

7006 0810 0003 8194 6777

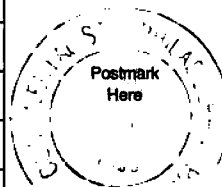
# CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

## OFFICIAL USE

Postage	\$ Yes
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	4.64
Total Postage & Fees	\$



EMC-0799/NOS

Sent To	TEHLMEIER, ROBIN
Street, Apt. No., or PO Box No.	1007 Beers Rd
City, State, ZIP+4	Dubois, PA 15801

**Certified Mail Provides:**

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

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

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

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

7006 0810 0003 8194 6760

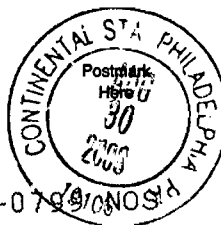
**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ Yes
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	4.88
Total Postage & Fees	\$ EMC-0799108



Sent To: KIEHLMEIER, ROBIN  
302 S. State Street  
Street, Apt. No.;  
or PO Box No. Dubois, PA 15801  
City, State, ZIP+4

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

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

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

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

7006 0810 0003 8194 6753

# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	4.88
Total Postage & Fees	\$



Sent to: KIEHLMEIER, DANNY EMC-0799  
 302 S. State Street  
 Street, Apt. No.;  
 or PO Box No. Dubois, PA 15801  
 City, State, ZIP+4

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

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

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



7006 0810 0003 8194 6284

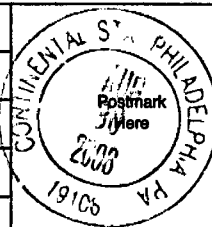
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	9.25
Total Postage & Fees	\$



EMC-0799 NOS

Sent To <b>KIEHLMEIER, ROBIN</b>	
Street, Apt. No., or PO Box No. <b>RD-2 Box 125</b>	
City, State, ZIP+4 <b>Dubois, PA 15801</b>	

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

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

**Important Reminders:**

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

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

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

Check type of mail or service;

☐ Certified  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured

☐ Recorded Delivery (International)  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

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

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

3. CENDANT MORTGAGE CORPORATION  
3000 LEADENHALL RD  
MT. LAUREL, NJ 08054-4624

4. TENANTS/OCCUPANTS  
RD 2 Box 125  
Dubois, PA 15801

5. ROBIN KIEHLMEIER  
1007 BEERS ROAD  
DUBOIS, PA 15801

6. ROBIN KIEHLMEIER  
302 S. STATE STREET  
DUBOIS, PA 15801

7. ROBIN KIEHLMEIER  
RD 2 BOX 125  
DUNOIS, PA 15801

8.

Total Number of Pieces  
Listed by Sender

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

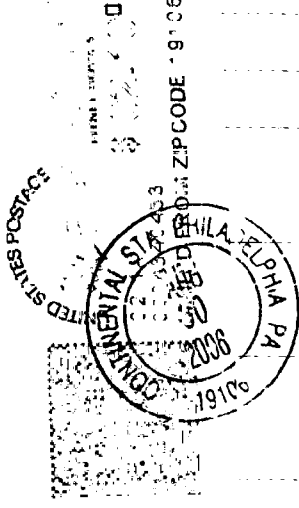
PS Form 3877, February 2002 (Page 1 of 2)

EMC-0799

DANNY KIEHLMEIER & ROBIN KIEHLMEIER

Complete by Typewriter, Ink, or Ball Point Pen

*Clearfield*



**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.

Attorney I.D.#16132

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-825-6320

Attorney for Plaintiff

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK,  
IN ITS CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3, AS ISSUER,  
SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
**Mortgagor(s) and Record Owner(s)**

RD 2 Box 125  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-1121-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

DANNY KIEHLMEIER  
302 S. State Street  
Dubois, PA 15801

ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

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

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

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

CENDANT MORTGAGE CORPORATION  
3000 LEADENHALL RD  
MT. LAUREL, NJ 08054-4624

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

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

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

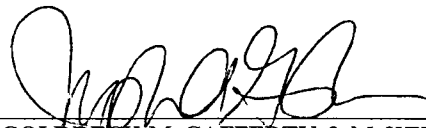
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
RD 2 Box 125  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: October 10, 2006

  
GOLDBECK McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20415

NO: 05-1121-CD

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DEFENDANT: DANNY KIEHLMEIER AND ROBIN KIEHLMEIER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/04/2006

LEVY TAKEN 09/15/2006 @ 11:00 AM

POSTED 09/15/2006 @ 11:00 AM

SALE HELD 01/05/2007

SOLD TO FCI NATIONAL LENDER SERVICES

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/05/2007

DATE DEED FILED 02/05/2007

PROPERTY ADDRESS RD #2, BOX 125 A/K/A 1007 BEERS ROAD DUBOIS , PA 15801

SERVICES

10/31/2006 @ SERVED DANNY KIEHLMEIER

SERVED DANNY KIEHLMEIER, DEFENDANT, BY REG AND CERT MAIL TO 302 S. STATE STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70050390000372351759. SIGNED FOR BY DAN KIEHLMIER

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

10/25/2006 @ SERVED ROBIN KIEHLMEIER

SERVED ROBIN KIEHLMEIER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 1007 BEERS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70050390000372351704. RETURNED UNCLAIMED ON NOV. 22, 2006.

@ SERVED

NOW, OCTOBER 27, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 3, 2006 TO JANUARY 5, 2007.

FILED  
013:54/61  
FEB 05 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20415

NO: 05-1121-CD

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DEFENDANT: DANNY KIEHLMEIER AND ROBIN KIEHLMEIER

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$334.33

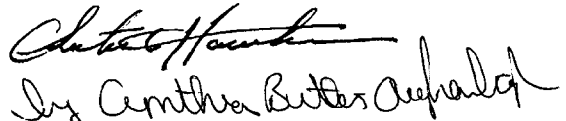
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

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

LASALLE BANK NATIONAL ASSOCIATION  
(ASSIGNEE) F/K/A LASALLE NATIONAL  
BANK, IN ITS CAPACITY AS INDENTURE  
TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER  
1, 2000 AMONG AFC TRUST SERIES 2000-3, AS  
ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

vs.

DANNY KIEHLMEIER  
ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 05-1121-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: RD 2 Box 125 Dubois, PA 15801

See Exhibit "A" attached


AMOUNT DUE \$32,966.56

Interest From 02/01/2005  
Through 01/27/2006

(Costs to be added)

Prothonotary costs \$ 166.00

Dated: Aug. 4, 2006

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Received August 4, 2006 @ 3:00 P.M.  
Crista A. Hawkins  
by Cynthia Butler-Arphandke

Deputy



Term  
No. 05-1121-CD

IN THE COURT OF COMMON PLEAS

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE)  
F/K/A LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK

vs.

DANNY KIEHLMEIER and  
ROBIN KIEHLMEIER  
Mortagor(s)  
RD 2 Box 125 Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$32,966.56
INTEREST from	
COSTS PAID:	
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	
Judg. Fee	
Ct.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

All that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point being the southeast corner of lands herein described and being the southwest corner of lands now or formerly of Harry S. Peters, et al., said point being located on Pennsylvania State Highway; thence along said Highway in a northwesterly direction 200 feet to a point on line of lands now or formerly of Robert A. Shearer, et al.; thence along the line of lands now or formerly of Robert A. Shearer, et al., in a northerly direction 218 feet to a point on line of lands now or formerly of Jordan; thence along line of lands now or formerly of Harry S. Peters, et al.; thence along line of lands now or formerly of the said Harry S. Peters in a southerly direction 218 feet to a point, the place of beginning.

Excepting and reserving from this conveyance the following described piece, parcel or tract of land:

Beginning at a point being the southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10 foot road; thence along said 10 foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania State Highway to point of beginning.

TAX PARCEL #: 128-E02-000-00008

PROPERTY ADDRESS: RD 2 BOX 125, DUBOIS, PA 15801

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DANNY KIEHLMEIER

NO. 05-1121-CD

NOW, February 05, 2007, 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 January 05, 2007, I exposed the within described real estate of Danny Kiehlmeier And Robin Kiehlmeier to public venue or outcry at which time and place I sold the same to FCI NATIONAL LENDER SERVICES he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	16.87
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	67.64
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$334.33</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	32,966.56
INTEREST @ 9.3900 %	6,601.17
FROM 02/01/2005 TO 01/05/2007	

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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$39,607.73</b>

**COSTS:**

ADVERTISING	1,125.30
TAXES - COLLECTOR	790.80
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.00
SHERIFF COSTS	334.33
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	166.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,771.43</b>

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

CHESTER A. HAWKINS, Sheriff

**SALES**  
**Receipts & Disbursements**

File 20415		Current balance:		\$0.00		
Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
08/21/06	0608211	266300	GOLDBECK MCCAFFERTY &	Atty Deposit	\$2,460.00	
11/07/06		37253	MCLEAN PUBLISHING CO.	ADVERTISING		\$1,125.30
11/07/06		37254	Clearfield County Legal Journal	LEGAL J ADV		\$180.00
01/25/07	0701241	283128	GOLDBECK MCCAFFERTY &	Buyer Balance Due	\$144.93	
02/05/07		37862	Peter F. Smith, Esq.	Lien Search		\$100.00
02/05/07		37863	William Shaw	Acknowledgement		\$5.00
02/05/07		37864	Karen Starck	Deed Costs		\$30.00
02/05/07		37865	CAROL FOX	Sheriff Fees		\$334.33
02/05/07		37866	KIM EBOCH	Mortgage Search		\$40.00
02/05/07		37867	Clearfield County Tax Claim	RETURNED TAXES		\$790.30
					<b>\$2,604.93</b>	<b>\$2,604.93</b>

GOLDBECK McCAFFERTY & McKEEVER  
JOSEPH A. GOLDBECK, JR.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
BY: David B. Fein, Esq.  
Attorney I.D.#82628  
Attorney for Plaintiff

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

NOV 14 2005

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A  
LASALLE NATIONAL BANK, IN ITS CAPACITY AS  
INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG  
AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

vs.

05-1121-CD

DANNY KIEHLMEIER and ROBIN KIEHLMEIER  
RD 2 Box 125  
Dubois, PA 15801

ORDER

AND NOW, this 7th day of Nov 2005, upon consideration of the Plaintiff's Motion for  
Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to  
ascertain the present whereabouts of Defendant, Robin Kiehlmeier has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage  
Foreclosure upon Defendant, Robin Kiehlmeier by posting a copy of the Complaint upon the premises RD 2 Box  
125, Dubois, PA, 15801, and Plaintiff is directed to serve the Complaint by certified and regular mail to the  
Defendant's last known address at RD 2 Box 125, Dubois, PA, 15801, and that all further service of legal papers,  
including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last  
known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made  
upon Defendant, Robin Kiehlmeier by sending copies of same to Defendant's last known address by certified and  
regular mail and by posting the premises.

BY THE COURT:

/s/ Fredric J. Ammerman

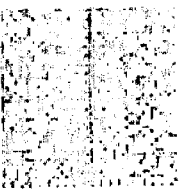
J.



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



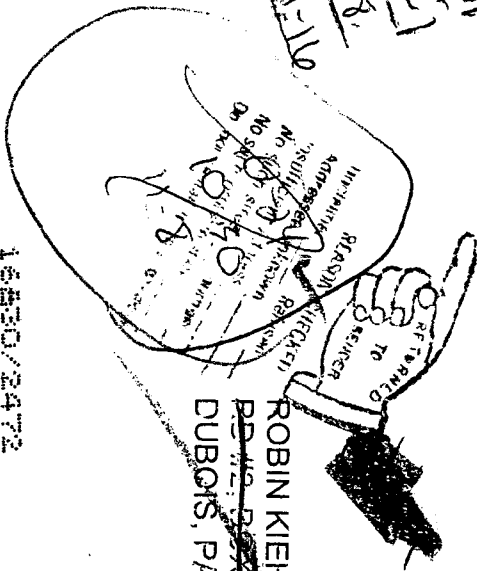
7005 0390 0003 7235 1704



US POSTAGE  
 607.830

NAME  
 TITLE

11-8  
 11-19



ROBIN KIEHLMEIER  
 1007 BEERS ROAD  
 DUBOIS, PA 15801

KYE 4043

KIEHLMEIER 158013001 106 02 10/31/06  
 NOTIFY SENDER OF NEW ADDRESS  
 KIEHLMEIER  
 117 TOZIER AVE #  
 DUBOIS PA 15801-1303

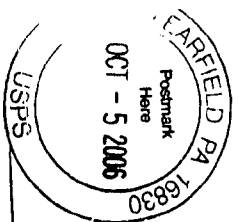
UNCLAIMED

16830/2472

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

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

Postage	\$ 4.88
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To  
 Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+4  
 ROBIN KIEHLMEIER  
 RD #2, BOX 125 A/K/A 1007 BEERS ROAD  
 DUBOIS, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

7005 0390 0003 7235 1704

**SENDER: COMPLETE THIS SECTION**

**COMPLETE THIS SECTION ON DELIVERY**

- 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:

ROBIN KIEHLMEIER  
RD #2, BOX 125 A/K/A 1007 BEERS ROAD  
DUBOIS, PA 15801

**2. Article Number**  
*(Transfer from service label)*

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7005 0390 0003 7235 1704

4. Restricted Delivery? (Extra Fee) ☐ Yes

### 3. Service type

- ☒ Certified Mail      ☐ Express Mail  
☐ Registered      ☐ Return Receipt for Merchandise  
☐ Insured Mail      ☐ C.O.D.

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

**B. Received by (Printed Name)**

**C. Date of Delivery**

A. Signature ☐ Agent ☐ Addressee

LD PA 16830  
NOV 21 2006  
SPS

**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:

DANNY KIEHLMEIER  
302 S. STATE STREET  
DUBOIS, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Danny Kiehlmeier* ☐ Agent  
B. Received by (Printed Name) Danny Kiehlmeier ☒ Addressee  
C. Date of Delivery 10-31-06  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type ☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7005 0390 0003 7235 1759  
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

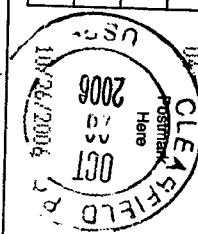
7005 0390 0003 7235 1759

**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 10.63
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 14.88



Sent To \_\_\_\_\_  
Street, Apt. No.: DANNY KIEHLMEIER  
or PO Box No. 302 S. STATE STREET  
City, State, Zip+4 DUBOIS, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions



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

October 27, 2006

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

Clearfield

RE: LASALLE BANK NATIONAL ASSOCIATION (ASSIGNEE) F/K/A LASALLE NATIONAL  
BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE  
AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST  
SERIES 2000-3, AS ISSUER, SUPERIOR BANK  
vs.  
DANNY KIEHLMEIER and ROBIN KIEHLMEIER  
Term No. 05-1121-CD

Property address:

RD 2 Box 125  
Dubois, PA 15801

Sheriff's Sale Date: November 03, 2006

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for November 03, 2006 to January  
05, 2007.

Thank you for your cooperation.

Very truly yours,

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

JAG/jllH

cc: LEISY BIERMAN  
FCI NATIONAL LENDER SERVICES  
Acct. #b317541352