

05-1121-CD

Lasalle Bank National vs Danny Kiehlmeier
2005-1121-CD

GOLDBECK McCAFFERTY & MCKEEVER
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(215) 627-1322
ATTORNEY FOR PLAINTIFF

FILED acc Shff
m 11:58 AM Aug pd 85.00
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.

NOV. 18, 2005 Document

Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

KEYSTONE LEGAL SERVICES

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

Aug 24, 2005 Document

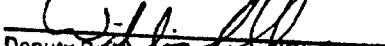
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for service.


Deputy Prothonotary

PENNSYLVANIA BAR ASSOCIATION

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

Oct 4, 2005 Document
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for service.


Deputy Prothonotary

AVISO

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

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

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

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

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE 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 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	<hr/> \$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

AMDAVIT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST, 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KNOWN AS 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 HEL, CONVEY, TRANSFER, INCLUDE OR INURE 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 3 OF THE ACT OF JULY 17, 1955, P.L. 846, 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

Lori Decker
CORY DECKER

Lori Leisong
LORI LEISONG

Cory 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 1956, AS AMENDED (1956, OCT. 10, P.L. 874, NO. 1543).

WITNESS:

Robert L. Kiehlmeier
ROBERT L. KIEHLMER
Danny W. Kiehlmeier
DANNY W. KIEHLMER

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 notification 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
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/ REINSTATEMENT
Complaint to Amend
2 REINSTATEMENT Complaint to Amend
5642

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 McCARTHY & McKEEPEY

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
COPIED
ANG 02 2005

William A. Shryock
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

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 PROVEER CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQU 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.

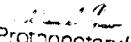
Deputy Prothonotary

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


Prothonotary/
Clerk of Courts

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 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 FOR 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/>
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

AFFIDAVIT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST, 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KNOWN AS 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 GRANNEES 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:

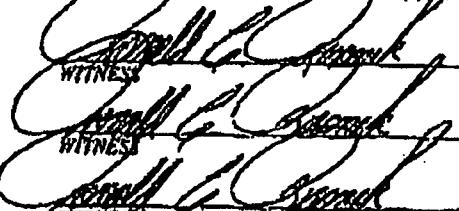
BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said 10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania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

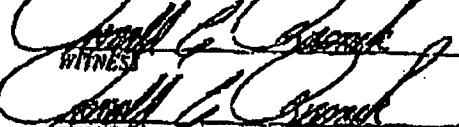
beginning.

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 HOLD, CONVEY, TRANSFER, INCLUDE OR INURE 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, 1966, 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)

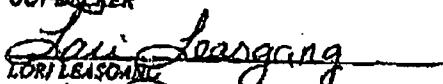

WITNESS


WITNESS

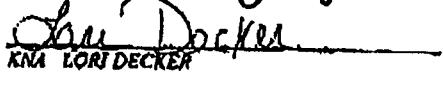

WITNESS


Guy Decker

GUY DECKER

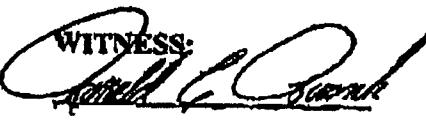

Lori Decker

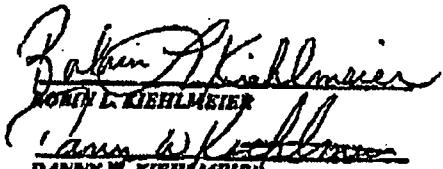
LORI DECKER


Lori Decker

KM 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. 1563).


WITNESS:


JOHN L. KIEHLMAYER


DANNY W. KIEHLMAYER

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 notification obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero 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 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
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

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

1/2/2001 Atty pd 7.00
OCT 04 2005
2 Compl. reinstated
to Shff

Prothonotary Clerk of Courts

6K

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
01/01/2006
OCT 26 2005
S
Prothonotary Clerk of County

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

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

GOLDBECK McCARTHY & McKEON
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

I 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

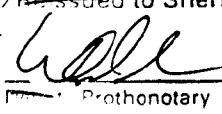
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses 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

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


Prothonotary

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

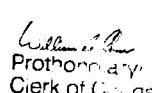
I hereby certify this to be a true
and correct copy of the original
in this case

AUG 24 2005

PENNSYLVANIA BAR ASSOCIATION

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

Amber


Prothonotary
Clerk of Courts

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 PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE 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 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 (ASIGNEE 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
	\$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

33138
AFFIDAVIT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST, 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KNOWN AS 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:

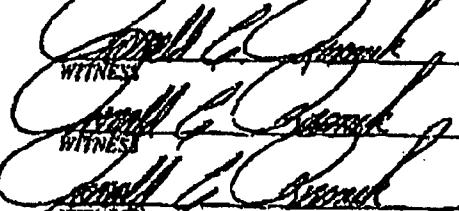
**BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now
or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said
10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania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

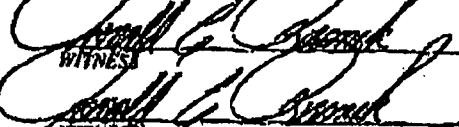
beginning.

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.**

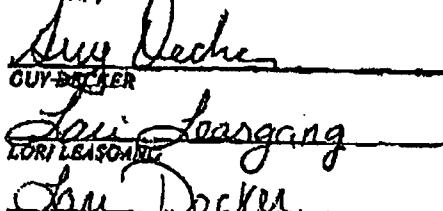
NOTICE: THIS DOCUMENT MAINTAINS NOT BELL, CONVEY, TRANSFER, INCLUDE OR INURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, 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, 1916, P.L. NO. 18, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

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

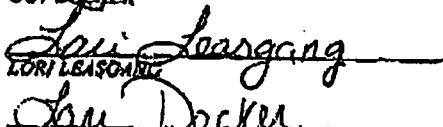

WITNESS


WITNESS


WITNESS


Guy Decker

GUY DECKER


Lori Leiserson

LORI LEISERSON


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 1916, AS AMENDED (1916, OCT. 18, P.L. 874, NO. 1543).


WITNESS:


Robert L. Kiehlmier

ROBERT L. KIEHLMIER


Danny W. Kiehlmier

DANNY W. KIEHLMIER

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 notification obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero 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 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 DEPARTMENTEMC MORTGAGE CORP.

Address: 909 Hidden Ridge Drive
Suite 200
Irving, TX 75038909 Hidden Ridge Drive
Suite 200
Irving, TX 75038

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

Fax Number:

Contact Person: Loss Mitigation DepartmentSametra 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

GOLDBECK McCARTHY & McKEEN

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
150

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

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

AUG 24 2005

Attest.

[Signature]
Prothonotary/
Clerk of Courts

AVISO

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

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

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

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

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER CON INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A 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

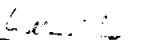
I hereby certify this to be a true
and attested copy of the original
statement filed in this case

**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

Attest

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 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 (ASSIGNED 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/>
Escrow Advance	\$29,151.66
Fees	+\$1,190.24
	+\$53.69

Recoverable Balance	<u>+\$1,435.99</u>
	<u>\$31,831.58</u>

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

AMDAVIT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST, 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KNOWN AS 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 NOT BELL, CONVEY, TRANSFER, INCLUDE OR INURE THE TITLE TO THE COAL AND MIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY NEVER HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY EASILY 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, 1966, 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)

John C. Decker
WITNESS

John C. Decker
WITNESS

John C. Decker
WITNESS

Lori Decker
GUY DECKER

Lori Decker
LORI LEISONG

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 (1966, OCT. 10, P.L. 874, ND. 1363).

WITNESS:

Danny W. Kiehlemeier

Danny W. Kiehlemeier
DANNY W. KIEHLEMEIER
Danny W. Kiehlemeier
DANNY W. KIEHLEMEIER

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 notification obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero 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 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 DEPARTMENTEMC MORTGAGE CORP.

Address: 909 Hidden Ridge Drive
Suite 200
Irving, TX 75038909 Hidden Ridge Drive
Suite 200
Irving, TX 75038

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

Fax Number:

Contact Person: Loss Mitigation DepartmentSametra 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 Clearfield County Court of Common Pleas NO. 1905848
Time: 02:03 PM Receipt 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 William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered: 85.00
Change Returned: 0.00 By: _____
Clerk: BHUDSON 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: /

SEARCHED
0101362
OCT 26 2005
R

W. Lam 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-CJ

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.

L. L. L. L.
Prothonotary/
Clerk of Courts

AUG 02 2005

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 PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

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

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

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website www.hud.gov/offices/hsg/sfh/econ/econ.cfm 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 FOR FORFEITURE~~
~~THIS IS~~
~~A TRUE AND CORRECT COPY OF~~
~~THE ORIGINAL FILED~~

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATES, 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/>
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

AMIDAVIT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST , 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KN A 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:

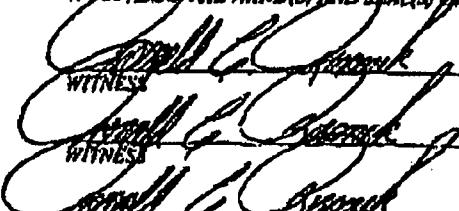
BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said 10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania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

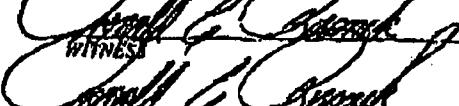
beginning.

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.**

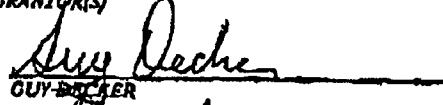
NOTICE: THIS DOCUMENT MAY/DOES NOT BELL, CONVEY, TRANSFER, INCLUDE OR INURE THE TITLE TO THE COAL AND MINE OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, 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 11, 1961, P.L. NO. 116, AS AMENDED, AND NOT INTENDED AS NOTICE OF UNACCREDITED INSTRUMENTS, IF ANY.)

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

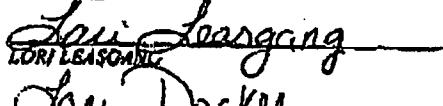

WITNESS


WITNESS

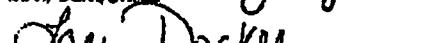

WITNESS


Guy Decker

GUY DECKER


Lori Leisering

LORI LEISINGER


Guy Decker

GUY 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:


Robin L. Kiehlmeyer

ROBIN L. KIEHLMAYER


Danny W. Kiehlmeyer

DANNY W. KIEHLMAYER

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 notification 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
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
 FORECLOSURENOTICE

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

John C. Harlan
 Pro bono attorney/
 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 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 ~~AT TRU CLOSURE~~
A 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/>
Escrow Advance	\$29,151.66
Fees	+\$1,190.24
	+\$53.69

Recoverable Balance	<u>+\$1,435.99</u>
	<u>\$31,831.58</u>

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

AMENDMENT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST, 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KNOWN AS 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 NOT HOLD, CONVEY, TRANSFER, INCLUDE OR INURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERRAETU THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY 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, 1946, P.L. NO. 68 AMENDMENT, 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 Leasong
LORI LEASONG

Kim Decker
KIM 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 1946, AS AMENDED (BILB, OCT. 10, P.L. 874, NO. 1543).

WITNESS:

Robert L. Kiehlmeier
ROBERT L. KIEHLMEIER
Danny W. 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 notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification 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 DEPARTMENTEMC MORTGAGE CORP.

Address: 909 Hidden Ridge Drive
Suite 200
Irving, TX 75038909 Hidden Ridge Drive
Suite 200
Irving, TX 75038

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

Fax Number:

Contact Person: Loss Mitigation DepartmentSametra 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

CA
FILED
0/22/05 ICC Atty Fein

NOV 14 2005 (R)

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

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

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

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

12:40 PM

William A. Shaw

Prothonotary Clerk of Courts

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.

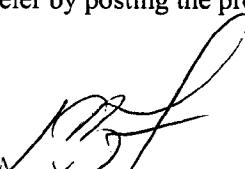
3. The last known address of Defendant, Robin Kiehlmeier is as set forth in Paragraph 2 of the Complaint.

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.

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.

Subscribed and sworn to before me.

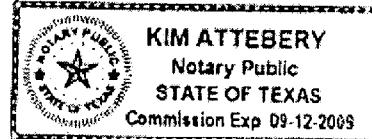
A handwritten signature of Patti Garrett in black ink.

Affiant Name: Patti Garrett

A handwritten signature of Kim Atteberry in black ink.

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
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

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
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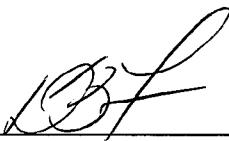
IN THE COURT OF COMMON PLEAS

Of Clearfield County

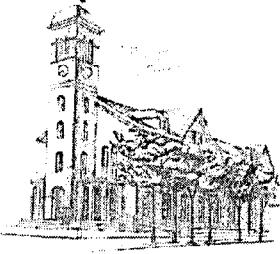
No. 05-1121-CD

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 3rd 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

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

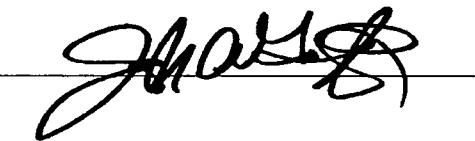
ACTION OF MORTGAGE FORECLOSURE

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 fd. 7.00

NOV 18 2005 2 Reinstated
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & MCKEEVER
BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 5000 – MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(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

vs.

DANNY KIEHLMEIER and ROBIN KIEHLMEIER
Mortagor(s)
RD 2 Box 125
Dubois, PA 15801

Defendant(s)

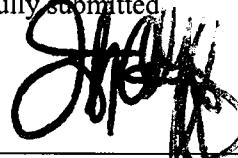
IN THE COURT OF COMMON
PLEAS
OF Clearfield COUNTY
CIVIL ACTION - LAW
ACTION OF MORTGAGE
FORECLOSURE

Term
No. 05-1121-CD

CERTIFICATE OF SERVICE

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on *November 22nd, 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

FILED NO
m J D 9 61
NOV 28 2005
UP

William A. Shaw
Prothonotary/Clerk of Courts

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 (P) No CC
m 11:34 AM Notice to
FEB 01 2006 Defs
Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd.
\$0.00

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.

William A. Shaw
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

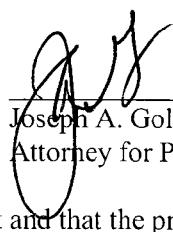
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

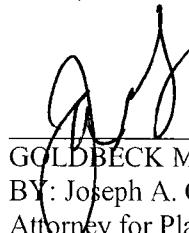
No. 05-1121-CD

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;

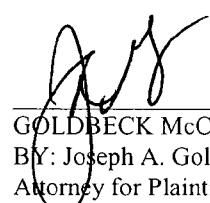

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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 1st 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

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

Term
No. 05-1121-CD

Defendant(s)

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)

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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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

**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

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

Term
No. 05-1121-CD

Defendant(s)

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.

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

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: 1/21/04



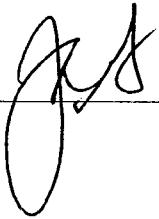
VERIFICATION OF NON-MILITARY SERVICE

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: 1/21/04

A handwritten signature in black ink, appearing to read "J.S.", is written over a horizontal line. The signature is cursive and fluid.

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: 

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
M 1 34/84
FEB 01 2006
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd
00.00

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

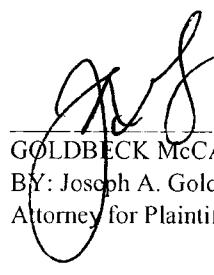
\$32,966.56

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

PRAECLipe 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.

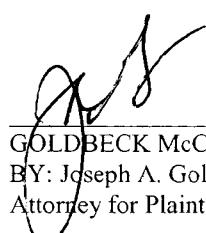
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

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-11

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



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: 21/10/06

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	<u>\$32,966.56</u>
INTEREST from	<u>\$</u>
COSTS PAID:	<u></u>
PROTHY	<u>140.00</u>
SHERIFF	<u>\$</u>
STATUTORY	<u>\$</u>
COSTS DUE PROTHY	<u>\$</u>
Office of Judicial Support	<u></u>
Judg. Fee	<u></u>
Cr.	<u></u>
Sat.	<u></u>

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
08:45 (W) RS
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 McCARTHY & McLEMBER
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

I 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 Court

LASALLE BANK NATIONAL ASSOCIATION
(ASSIGNEE) F/K/A LASALLE NATIONAL BANK, IN ITS
CAPACITY AS INDENTURE TRUSTEE UNDER THAT
CFR FAIN SALE AND SERVICING AGREEMENT
EXECUTED OCTOBER 1, 2000 AMONG AFC TRUST SERIES
2003, AS ISSUER, SUPERIOR BANK
1270 Northland Drive, Ste. 200
Minneapolis, MN 55120

Plaintiff

vs.

ROBERT KIEHLMEIER
ROBIN KIEHLMEIER
and Real Owners
115
Dubois, PA 15801

Defendants

ATTORNEY
COPY

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/Released to Sheriff/Attorney
for service.

[Signature]

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

AVISO

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

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

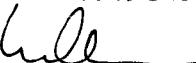
RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA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

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

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

KEYSTONE LEGAL SERVICES

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

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

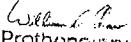
PENNSYLVANIA BAR ASSOCIATION

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.


William L. Pava
Prothonotary/
Clerk of Courts

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

1. Plaintiff is LASALLE BANK NATIONAL ASSOCIATION (ASSIGNED 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	<u>+\$1,435.99</u>
	<u>\$31,831.58</u>

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

AMENDMENT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST, 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KN A 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**

**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:

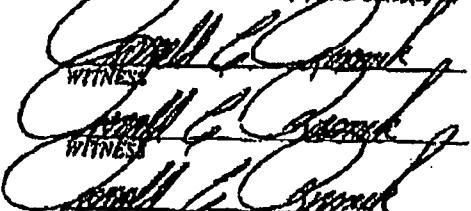
BEGINNING at a point being the Southwest corner of said property running 80 feet northward along property now or formerly of Robert A. Shearer; thence northeast 70 feet to a point on a private 10-foot road; thence along said 10-foot road to Pennsylvania State Highway; thence 33 feet along said Pennsylvania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

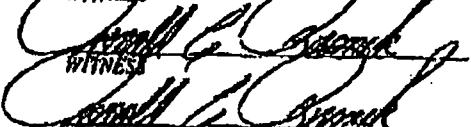
beginning.

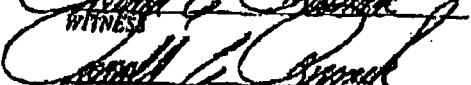
Together with the appurtenances: **TO HAVE AND TO HOLD THE SAME UNTO AND FOR THE USE OF THE SAID GRANTEE(S) AND HIS/HER/THEIR HEIRS AND ASSIGNS FOREVER, AND THE SAID GRANTOR(S) FOR HIMSELF/HERSELF/THEMSELVES AND HIS/HER/THEIR HEIRS, EXECUTORS AND ADMINISTRATORS COVENANT WITH THE SAID GRANTEE(S) AND HIS/HER/THEIR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

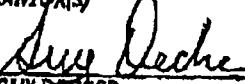
NOTICE: THIS DOCUMENT MAY/DOES NOT BELL, CONVEY, TRANSFER, INCLUDE OR INURE THE TITLE TO THE COAL, AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY NOT HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, 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 NOT FOUNDED IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF JULY 17, 1897, P.L. 874, AS AMENDED, AND NOT INTENDED AS A NOTICE OF UNRECORDED INSTRUMENTS, IF ANY.)

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


WITNESS


WITNESS


WITNESS

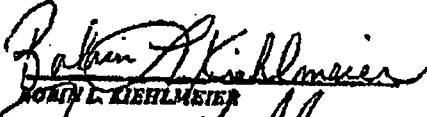

LORI DECKER


LORI LEISOMAN


LORI DECKER
KMA 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 1982, OCT. 10, P.L. 874, NO. 15531.


WITNESS:


ROBIN L. KIEHLMER
ROBIN L. KIEHLMER

DANNY W. KIEHLMER
DANNY W. KIEHLMER

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 traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero 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 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**

**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,
RECLOSURE 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 DEPARTMENTEMC MORTGAGE CORP.

Address: 909 Hidden Ridge Drive
Suite 200
Irving, TX 75038909 Hidden Ridge Drive
Suite 200
Irving, TX 75038

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

Fax Number:

Contact Person: Loss Mitigation DepartmentSametra 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 Clearfield County Court of Common Pleas NO. 1905848
Time: 02:03 PM Receipt Page 1 of 1

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

Eighty-Five and 00/100 Dollars

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

Check: 233396

Payment Method:	Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tended:	85.00	
Change Returned:	0.00	By: _____
Clerk:	BHUDSON	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
01/14/06
MAR 01 2006
JS

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

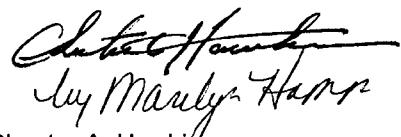
RETURN COSTS

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 L. Chan
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

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.

GOLDBECK McCARTHY & MCKEEHAN
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

150
MAY 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

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 17108
800-692-7375

11-18-05 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Deputy Prothonotary

AVISO

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

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

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

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

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

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

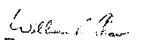
Aug. 24, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service. 
Deputy Prothonotary

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:


William J. Barr
Prothonotary/
Clerk of Courts

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 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 ENIG-1113.

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 FOR 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 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	<hr/> \$900.00
Escrow Advance	\$29,151.66
Fees	+\$1,190.24
	+\$53.69

Recoverable Balance	<u>+\$1,435.99</u>
	<u>\$31,831.58</u>

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

AFFIDAVIT No. 33138

THIS DEED

**MADE THIS 31ST DAY OF AUGUST, 2000, BETWEEN
GUY DECKER AND LORI LEASGANG, KNOWN AS 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

W

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 SEAL, CONVEY, TRANSFER, INCLUDE OR INURE 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, OR 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, 1966, P.L. 1141, 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

COUY-BUTTER

LORI LEISINGER

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. 15431.

WITNESS:

RONALD L. KIEHLMAYER

DANNY W. KIEHLMAYER

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 llamando 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 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/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 DEPARTMENTEMC MORTGAGE CORP.

Address: 909 Hidden Ridge Drive
Suite 200
Irving, TX 75038909 Hidden Ridge Drive
Suite 200
Irving, TX 75038

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

Fax Number:

Contact Person: Loss Mitigation DepartmentSametra 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.

IF YOU ARE CONCERNED ABOUT YOUR MORTGAGE, YOU MAY 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		William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered:	85.00	
Change Returned:	0.00	By: _____
Clerk: BHUDSON		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*
M 12 2006
MAR 16 2006
LS

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 0835 6804

CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at 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
KIEHLMETER, DANNY	
Street, Apt. No.; or PO Box No. 302 S. State Street	
City, State, ZIP+4 JUBOIS, PA 15801	

FIM Form 4800, June 2002 See Reverse for Instructions

Certified Mail Provides:

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

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 6828

CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at 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

7005 0390 0002 0835 6828

POSTAL FEE
107 PHIL. PA.
FEE
107
Postmark
2001
2001

Sent To EMC-0799 477
KIEHLMEIER, DANNY
Street, Apt. No.; 1007 Beers Rd
or PO Box No.
City, State, ZIP+4 DUBOIS, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

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70005 0390 0002 0835 6842

CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at 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

70005 0390 0002 0835 6842

Postmark
13 Here
LSPS

70005 0390 0002 0835 6842

Send To	EMC-0799 4/7
Street, Apt. No., or PO Box No.	KTEHL-MEIER, ROBIN
	302 S. State Street
City, State, ZIP+4	Dubois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

Certified Mail Provides:

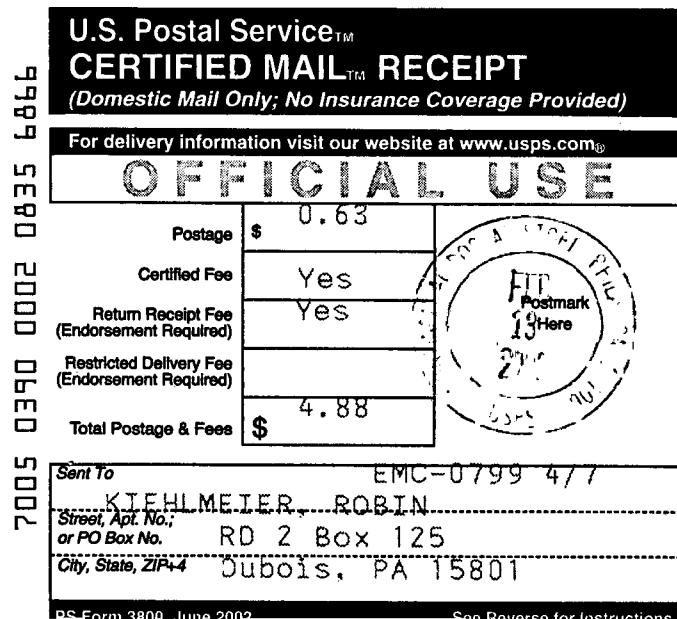
PS Form 3800, June 2002 (Reverse)

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

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

For delivery information visit our website at www.usps.com®

OFFICIAL USE

0835	6859	0.63
<input type="checkbox"/>	Postage	\$
<input type="checkbox"/>	Certified Fee	Yes
<input type="checkbox"/>	Return Receipt Fee (Endorsement Required)	Yes
<input type="checkbox"/>	Restricted Delivery Fee (Endorsement Required)	
<input type="checkbox"/>	Total Postage & Fees	\$ 4.88

7005 **Sent To** EMC 0799 4/7
 KIEHLMEIER, ROBIN
 Street, Apt. No.; 1007 Beers Rd
 or PO Box No.
 City, State, ZIP+4 JUDEOIS, PA 15801

PS Form 3800-June 2002 **See Reverse for Instructions**

4/1/2011 10:11 AM
 Postmark Here
 1007 Beers Rd
 JUDEOIS, PA 15801

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
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PS Form 3800, June 2002 (Reverse)

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- 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.

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7005 0390 0002 0835 6811

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at 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
<i>Sent To</i> EMC-0799 4/7	
KIEHLMETER, DANNY	
Street, Apt. No.; or PO Box No. 1007 Beers Rd	
City, State, ZIP+4 JUBOIS, PA 15801	
PS Form 3800, June 2002	
See Reverse for Instructions	

*Postmark
Here*

Certified Mail Provides:

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PS Form 3800, June 2002 (Reverse)

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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)



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? YesIf YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

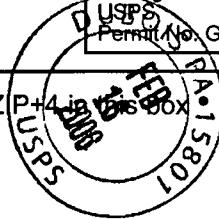
4. Restricted Delivery? (Extra Fee) Yes

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 the box.



COUDBECK McCAFFERTY & McKEEVER
111 South Independence Center, Suite 5000
301 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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Kristin Kiehlmeier* Agent
 Addressee

B. Received by (Printed Name)

Kristin Kiehlmeier **1/16/06**

C. Date of Delivery

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

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

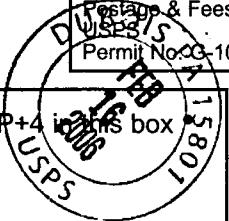
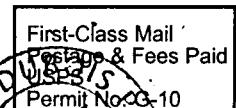


PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



- Sender: Please print your name, address, and ZIP+4 in this box

CL. OBECK McCAFFERTY & McKEEVER
111 South 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

Address (Name, Street, City, State, & ZIP Code)
PA DEPARTMENT OF PUBLIC WELFARE -
 Bureau of Child Support Enforcement
 Health and Welfare Bldg. - Room 432
 P.O. Box 2675
 Harrisburg, PA 17105-2675

Postage Fee
 Date of Receipt

Handling Actual Value Insured Due Sender DC SC SH RD RR
 Charge Registered Value if COD Fee Fee Fee Fee

Postmark and
 Date of Receipt

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional copies
 of this bill)

UNITED STATES POSTAL SERVICE
 32 1A
 300434453 FEB 09 2006
 MAILED FROM ZIP CODE 19106

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

CENDANT MORTGAGE CORPORATION
 6000 ATRIUM WAY
 MT. LAUREL, NJ 08054

TENANTS/OCCUPANTS
 RD 2 Box 125
 Dubois, PA 15801

ROBIN KIEHLMEIER
 302 S. STATE STREET
 DUBOIS, PA 15801

ROBIN KIEHLMEIER
 1007 BEERS ROAD
 DUBOIS, PA 15801

ROBIN KIEHLMEIER
 RD 2 BOX 125
 DUBOIS, PA 15801

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)

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

Listed by Sender

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

Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional copies
of this bill)

CENDANT MORTGAGE CORPORATION
3000 LEADENHALL RD
MT. LAUREL, NJ 08054-4624
Addressee (Name, Street, City, State, & Zip Code)

3. 

4.

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8
32-A FEB 21 2000
3304340453 ZIP CODE 19106
MAILED FROM

Total Number of Pieces _____ Total Number of Pieces _____
Listed by Sender Received at Post Office Postmaster, Per (Name of receiving employee) _____

See Privacy Act Statement on Reverse

SS Form 3877 February 2002 (Page 1 of 2)
Complete by Typewriter, Ink, or Ball Point Pen
See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

MC-0799

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 *EY*
M/2:40/06
William A. Shaw
Prothonotary/Clerk of Courts

*I went to Stern
w/ 6 wnts*

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
Interest from 02/01/2005 to 01/27/2006 at 10.4000%	\$32,966.56
(Costs to be added)	

Prothonotary costs \$ 166.00

[Signature]
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
(Mortagor(s) and Record Owner(s))
RD 2 Box 125
Dubois, PA 15801

PRAECLPPE 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 19106-1532
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

William A. Shaw
Prothonotary/Clerk of Courts

Aug 04 2006

FILED

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



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: Aug 4, 2006

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	
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.

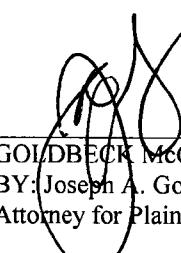
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

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

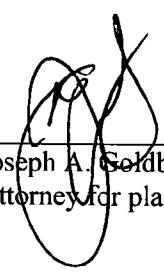
ACTION OF
MORTGAGE FORECLOSURE

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
02/15/2006
AUG 25 2006
WS
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,

Chester A. Hawkins
by *Carrollva Bittner-Cleghorn*
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



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: 2/1/06

Deputy _____

Received February 1, 2006 @ 3:30 P.M.
Chester A. Hawkins
by Cynthia Butter-Augherbaugh

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

Mortgor(s)

RD 2 Box 125 Dubois, PA 15801

WRIT OF EXECUTION

(Mortgage Foreclosure)

REAL DEBT	\$32,966.56
INTEREST from	\$_____
COSTS PAID:	\$_____
PROTHY	\$ 1410.00
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:

PLAINTIFF COSTS, DEBT AND INTEREST:

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*

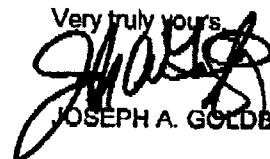
Sheriff's Sale Date: May 05, 2006

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: Nigin 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
Attorney for Plaintiff

EMC-0799
CF: 08/02/2005
SD: 11/03/2006
\$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
M 11/16/06
OCT 16 2006
S
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:

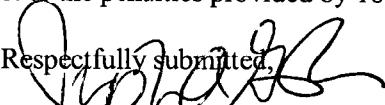
() Personal Service by the Sheriff's Office/competent adult (copy of return attached).
() Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
() Certified mail by Sheriff's Office.
() Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s)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

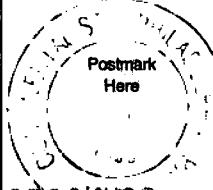
The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

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

8194 6777
0003
0010
0006

CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at 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 0799/100
Sent To KIEHLMAYER, ROBIN 1007 Beers Rd Street, Apt. No.; DUBOIS, PA 15801 or PO Box No. City, State, ZIP+4	
PS Form 3800 - June 2002 See Reverse for Instructions	

Postmark Here



Certified Mail Provides:

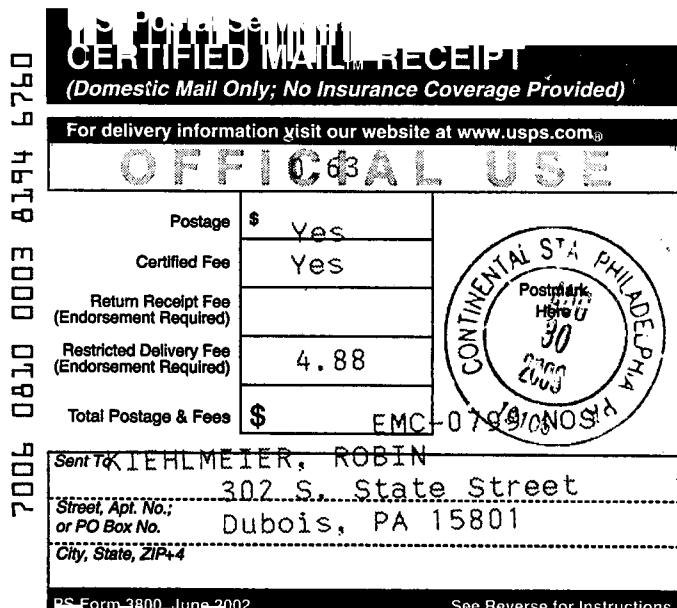
- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

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.



Certified Mail Provides:

- A mailing receipt
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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.

CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	4.88
\$	
PA 07990-1910 KIEHLMEIER, DANNY 302 S. State Street Dubois, PA 15801 Street, Apt. No.; or PO Box No. City, State, ZIP+4	
	

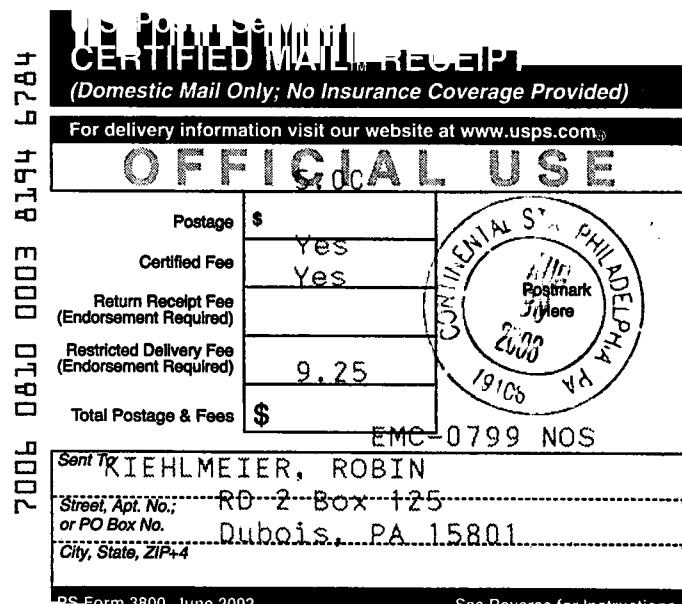
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- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

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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.

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.

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

FILED
013:5460
FEB 05 2007
WJ
William A. Shaw
Prothonotary/Clerk of Courts

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.

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

So Answers,

____ Day of _____ 2007


By: *Cynthia Butterfield*
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

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

No. 05-1121-CD

vs

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

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

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 1986

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Received August 4, 2006 @ 3:00 P.M.

Constance A. Hauseman

by Cynthia Butter-Schmidtke

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
Mortgor(s)

RD 2 Box 125 Dubois, PA 15801

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$ <u>332,966.56</u>
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
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

**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:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	32,966.56
MILEAGE	15.00	INTEREST @ 9.3900 %	6,601.17
LEVY	16.91	FROM 02/01/2005 TO 01/05/2007	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	16.87	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	67.64	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$39,607.73
RETURNS/DEPUTIZE			
COPIES	15.00		
	5.00		
BILLING/PHONE/FAX	5.00	ADVERTISING	1,125.30
CONTINUED SALES	20.00	TAXES - COLLECTOR	790.80
MISCELLANEOUS		TAXES - TAX CLAIM	
		DUE	
TOTAL SHERIFF COSTS	\$334.33	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	
DEED COSTS:			
ACKNOWLEDGEMENT	5.00		
REGISTER & RECORDER	30.00		
TRANSFER TAX 2%	0.00		
TOTAL DEED COSTS	\$30.00		
		TOTAL COSTS	
			\$2,771.43

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
					\$2,604.93	\$2,604.93

GOLDBECK McCAFFERTY & MCKEBVER
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.

Wm. B. Fein
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.

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 KIEHL-MEIER
RD #2, BOX 125 AKA 1007 BEERS ROAD
DUBOIS, PA 15801

A. Signature

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes
 No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

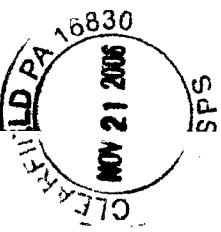
2. Article Number
(Transfer from service label)

7005 0390 0003 7235 1704

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

A. Signature X DANNY KIEHLMEIER		<input type="checkbox"/> Agent
		<input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name) DANNY KIEHLMEIER	C. Date of Delivery 10-31-06	<input type="checkbox"/> Yes
D. Is delivery address different from item 1? <input type="checkbox"/> No		<input type="checkbox"/> Yes
If YES, enter delivery address below:		

2. Article Number
(Transfer from service label)
7005 0390 0003 7235 1759

3. Domestic Return Receipt

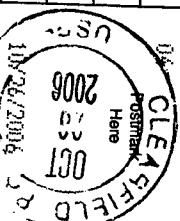
102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY**CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information, visit our website at www.usps.com.

175		7235	7005	0390	0003	7235	1759
DOMESTIC MAIL USE							
		Postage	\$	\$0.63	(18¢)		
		Certified Fee		\$2.40			
		Return Receipt Fee (Endorsement Required)		\$1.85			
		Restricted Delivery Fee (Endorsement Required)		\$0.00			
		Total Postage & Fees	\$	4.88			

Sent To	
Street, Apt. No.: DANNY KIEHLMEIER	
or P.O. 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/JillH

cc: LEISY BIERMAN
FCI NATIONAL LENDER SERVICES
Acct. #b317541352