

06-63-CD
Mort. Elec. Reg. System vs Adam

Mortgage Electronic vs Adam Riglin et al
2006-63-CD

Date: 5/1/2008
Time: 09:21 AM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00063-CD

User: LMILLER

Current Judge: Fredric Joseph Ammerman

Mortgage Electronic Registration Systems, Inc. vs. Adam S. Riglin, Michelle L. Heverly

Mortgage Foreclosures

Date	Judge
1/13/2006	New Case Filed.
	<input checked="" type="checkbox"/> Filing: Complaint in Mortgage Foreclosure, situated in the Township of Cooper. Paid by: Udren, Mark J. Esq (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1912049 Dated: 01/13/2006 Amount: \$85.00 (Check) No CC., 2CC Shff.
3/20/2006	<input checked="" type="checkbox"/> Sheriff Return, March 17, 2006 after diligent search I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Adam S. Riglin. March 17, 2006 after diligent search I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Michelle L. Heverly. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Udren \$58.58
6/5/2006	<input checked="" type="checkbox"/> Filing: Reinstate Complaint Paid by: Udren, Mark J. Esq (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1914128 Dated: 06/05/2006 Amount: \$7.00 (Check). filed by s/ Mark J. Udren, Esquire. 4 Compl. Reinstated to Shff
6/23/2006	<input checked="" type="checkbox"/> Praeclipe For Entry of Appearance, filed. Please enter my appearance on behalf of Defendant, Adam S. Riglin in the above-referenced case, filed by s/ William G. Tressler Esq. NO CC. <input checked="" type="checkbox"/> Answer to Complaint in Foreclosure, filed by s/ William G. Tressler Esq. No CC.
7/12/2006	<input checked="" type="checkbox"/> Sheriff Return, June 5, 2006 Sheriff of Centre Co. was deputized. June 16, 2006 at 9:20 am served the within Complaint in Mortgage Foreclosure on Adam S. Riglin. June 14, 2006 at 2:40 pm served the within Complaint in Mortgage Foreclosure on Michelle L. Heverly. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Udren \$61.00 Centre Co. costs pd by Udren \$45.80
10/20/2006	<input checked="" type="checkbox"/> Plaintiff's Motion For Summary Judgment, filed by s/ Mark J. Udren, Esquire. No CC
11/1/2006	<input checked="" type="checkbox"/> Motion for Summary Judgment, Brief Scheduling Order: Now, this 31st day of Oct., 2006, upon consideration of Plaintiff's Motion for Summary Judgment, it is Ordered: Oral argument upon the Motion will be held on Nov. 16, 2006, at 3:00 p.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Udren, Tressler. 1CC Def. Michelle Heverly, PO Box 177, Driftin, PA 16834
11/6/2006	<input checked="" type="checkbox"/> Praeclipe to Attach Affidavit and Verification to Plaintiff's Motion for Summary Judgment, filed by s/ Mark J. Udren Esq. No CC.
11/8/2006	<input checked="" type="checkbox"/> Returned mail, to Michelle Heverly, Order, dated October 31, 2006, reamed to 61 Kolp Lan, Howard, PA 16841-1852.
11/13/2006	<input checked="" type="checkbox"/> Defendant Adam S. Riglin's Response to Motion For Summary Judgment, filed by s/ William G. Tressler, Esquire. 1CC Atty. Tressler <input checked="" type="checkbox"/> Certificate of Service, filed. The 9th day of November 2006, a true and correct copy of the foregoing Defendant Adam S. Riglin's Brief in Response to Plaintiff's Motion for Summary Judgment has been served upon Mark J. Udren Esq. and Michele L. Heverly, filed by s/ William G. Tressler Esq. 1CC Atty Tressler.
11/16/2006	<input checked="" type="checkbox"/> Praeclipe For Entry of Appearance, filed. Enter appearance of William G. Tressler on behalf of Defendant Michele L. Heverly. By s/ William G. Tressler, Esquire. 2CC to Atty. copy to C/A

Date: 5/1/2008
Time: 09:21 AM
Page 2 of 2

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2006-00063-CD

Current Judge: Fredric Joseph Ammerman

Mortgage Electronic Registration Systems, Inc. vs. Adam S. Riglin, Michelle L. Heverly

Mortgage Foreclosures

Date	Judge	
11/21/2006	<input checked="" type="checkbox"/> Order, Motion for Summary Judgment is granted. Judgment is entered on behalf of the Plaintiff against the Defendants in the amount of \$71,197.83, plus costs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty: Udren, Tressler	Fredric Joseph Ammerman
12/11/2006	<input checked="" type="checkbox"/> Filing: Praeclipe For Judgment Based on Court Order And Assessment of Damages Paid by: Udren, Mark J. Esq (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1916746 Dated: 12/11/2006 Amount: \$20.00 (Check). Judgment in favor of the Plaintiff and against the Defs. in the amount of \$71,811.63. Filed by s/ Mark J. Udren, Esquire. No CC, Notice to Defs. <input checked="" type="checkbox"/> Filing: Writ of Execution / Possession Paid by: Udren, Mark J. Esq (attorney for Mortgage Electronic Registration Systems, Inc.) Receipt number: 1916746 Dated: 12/11/2006 Amount: \$20.00 (Check) Amount Due \$71,811.63. Filed by s/ Mark J. Udren, Esquire. 1CC & 6 Writs w/descr. to Shff	Fredric Joseph Ammerman
1/18/2007	<input checked="" type="checkbox"/> Certificate of Service, copies of the Notice of Sale served upon Adams S. Riglin & Michele L. Heverly by Regular First class Mail and Certified Mail on Dec. 29, 2006. Filed by s/ Mark J. Udren, Esquire. No CC	Fredric Joseph Ammerman
3/5/2007	<input checked="" type="checkbox"/> Affidavit of Service pusuant to PA.R.C.P. 3129.1, filed by s/ Mark J. Udren Esq. NO CC.	Fredric Joseph Ammerman
3/19/2007	<input checked="" type="checkbox"/> Sheriff Return, Sale held: 03/02/2007; Date Deed Filed: 03/19/07 So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Bulter-Aughenbaugh. Shff Hawkins costs pd by Atty \$284.96	Fredric Joseph Ammerman
4/10/2008	<input checked="" type="checkbox"/> Plaintiff's Motion to Reform Mortgage, Confirm Judgment, Sheriff's Sale And For Issuance of Corrective Sheriff's Deed, filed by s/ Alan M. Minato, Esquire. No CC	Fredric Joseph Ammerman
4/14/2008	<input checked="" type="checkbox"/> Rule to Show Cause, this 14th day of April, 2008, upon consideration the motion to Reform Mortgage, Confirm Judgment and Sheriff's Sale and for Issuance of Corrective sheriff's Deed, it is Ordered: 1. A Rule is issued upon Defendant 2. Rule Returnable May 9, 2008 @ 9:00 a.m. in Courtroom 1. 3. Notice of the entry of this Order shall be provided to all parties by the Plaintiff. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Atty. Minato	Fredric Joseph Ammerman

5-9-08 Certification of Adam S. Riglin

5-9-08 Order, dated May 9, 2008 (Motion for ^{Mortgage} Reformation)

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 06-63-CD

FILED
m/11/29 cm pa 8500 Atty
No cc
JAN 13 2006 2CC shff.

William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

June 5, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: **N/A**

Assignments of Record to: **N/A**

Recording Date: **N/A**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 5412 Kylertown Drifting Highway

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Cooper

COUNTY: Clearfield

DATE EXECUTED: 2/27/04

DATE RECORDED: 3/3/04 Instrument# 200403176

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 12/20/05:

Principal of debt due	\$59,973.63
Unpaid Interest at 7.375% *	
from 8/1/05	
to 12/20/05	
(the per diem interest accruing on this debt is \$12.29 and that sum should be added each day after 2/20/05)	1,364.19
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance) (The monthly escrow on this account is \$95.86 and that sum should be added on the first of each month after 12/20/05)	0
Late Charges (monthly late charge of \$21.00 should be added in accordance with the terms of the note each month after 12/20/05)	84.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,998.68</u>
TOTAL	\$65,025.50

* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been

sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$65,025.50 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-S08-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantor, of,

Homecomings Financial

A GMAC Company

November 07, 2005

Certified Mail, Return Receipt Requested

0420018897
Michelle L Heverly
5412 Kylertown Drifting Hwy
Drifting, PA 16834

Re: Property Address: 5412 Kylertown Drifting Hwy Loan Number: 0420018897
Drifting, PA 16834

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,610.37**. That sum includes the following:

3 payments totaling:	\$ 1,547.37
Late charges:	\$ 63.00
Other fees and/or costs	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF **\$ 1,610.37** BY **December 07, 2005** TO THE FOLLOWING ADDRESS:
Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

Loan Counseling Department

HLH

*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 an 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 IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO 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.

Date: November 07, 2005

TO: Michelle L Heverly
5412 Kylertown Drifting Hwy
Drifting, PA 16834

Premises: 5412 Kylertown Drifting Hwy
Drifting, PA 16834

Re: Loan Number: 0420018897
FROM: Homecomings Financial

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 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 face-to-face meeting

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial
Attn: Ryan Ramos
9350 Waxie Way Ste. 100
San Diego, CA. 92123
Fax: 858-514-5516

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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 CONSTRUED 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:

5412 Kylertown Drifting Hwy , Drifting, PA 16834

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 09/01/05 to 11/01/05 totaling:	\$ 1,547.37
Late Charges:	\$ 63.00
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,610.37

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 DUE TO THE LENDER, WHICH IS \$ 1,610.37, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

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 right 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 attorney 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 attorney, but you cure the delinquency before the lender begins 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 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:

Homecomings Financial
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1.800.206.2901

EFFECT OF THE 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 be able to 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.

Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.


Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.

FILED

JAN 13 2006

William A. Shaw
Prothonotary

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
SUITE 200

MARK J. UDREN*
STUART WINNEG**
GAYL SPIVAK ORLOFF***
HEIDI R. SPIVAK***
CHRISTOPHER J. FOX***
MARISA JOY MYERS***
LORRAINE DOYLE**
ALAN M. MINATO***
DWIGHT MICHAELSON***
*ADMITTED NJ, PA, FL
**ADMITTED PA
***ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

CHERRY HILL, NEW JERSEY 08003-3620
856 . 669 . 5400
FAX: 856 . 669 . 5399

PENNSYLVANIA OFFICE
215-568-9500
215-568-1141 FAX

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

January 12, 2006

Prothonotary of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Mortgage Electronic Registration Systems, Inc.
vs.
Adam S. Riglin
Michelle L. Heverly
Complaint in Mortgage Foreclosure

Gentlemen:

In connection with the above captioned matter, enclosed please find the following:

1. Original Complaint in Mortgage Foreclosure to be filed together with a copy of the first page to be time stamped and returned in the enclosed self-addressed stamped envelope.
2. Our check payable to the Prothonotary of Clearfield County in the amount of \$85.00 in payment of your filing fee.
3. Package to be forwarded to the Sheriff's Office for service on the Defendant (s). Would you kindly place the action number on the Sheriff's copies.

Your assistance in this matter is greatly appreciated.

Sincerely yours,

Mark J. Udren, Esquire
UDREN LAW OFFICES, P.C.
MJU/jmb
Enclosures

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **101163**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Case # 06-63-CD

vs.

ADAM S. RIGLIN and MICHELLE L. HEVERLY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 17, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ADAM S. RIGLIN, DEFENDANT. No Forward/5412 Kylertown Drifting Hwy.(EMPTY).

SERVED BY: /

FILED
19/12/06
MAR 20 2006
L

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **101163**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Case # **06-63-CD**

vs.

ADAM S. RIGLIN and MICHELLE L. HEVERLY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 17, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHELLE L. HEVERLY, DEFENDANT. NEW: 61 KOLP LANE, HOWARD, PA..

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101163
NO: 06-63-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
vs.

DEFENDANT: ADAM S. RIGLIN and MICHELLE L. HEVERLY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	50944	20.00
SHERIFF HAWKINS	UDREN	50944	38.58

Sworn to Before Me This

So Answers,

Day of _____ 2006


Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

pleadings@udren.com

Mortgage Electronic
Registration Systems, Inc.
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834
Defendant(s)

ATTORNEY FOR PLAINTIFF

"WE HEREBY CERTIFY THE
WITHIN TO BE TRUE AND
CORRECT COPY OF THE ORIGINAL"

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

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

NO. 06-63-CD

JAN 13 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do not notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: **N/A**

Assignments of Record to: **N/A**

Recording Date: **N/A**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 5412 Kylertown Drifting Highway

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Cooper

COUNTY: Clearfield

DATE EXECUTED: 2/27/04

DATE RECORDED: 3/3/04 Instrument# 200403176

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

- (a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of

12/20/05:

Principal of debt due	\$59,973.63
Unpaid Interest at 7.375% *	
from 8/1/05	
to 12/20/05	
(the per diem interest accruing on	
this debt is \$12.29 and that sum	
should be added each day after	
2/20/05)	1,364.19
	325.00
Title Report	
Court Costs (anticipated, excluding	280.00
Sheriff's Sale costs)	
Escrow Overdraft/ (Balance)	
(The monthly escrow on this account	
is \$95.86 and that sum should	
be added on the first of each	
month after 12/20/05)	0
Late Charges	
(monthly late charge of \$21.00	
should be added in accordance	
with the terms of the note	
each month after 12/20/05)	84.00
Attorneys Fees (anticipated and actual	<u>2,998.68</u>
to 5% of principal)	
	\$65,025.50
TOTAL	

* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been

sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$65,025.50 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

JK

Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-S08-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantor, of

Homecomings Financial
A GMAC Company

Certified Mail, Return Receipt Requested

November 07, 2005

0420018897

Michelle L Heverly
5412 Kylertown Drifting Hwy
Drifting, PA 16834

Re: Property Address: 5412 Kylertown Drifting Hwy
Drifting, PA 16834

Loan Number: 0420018897

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,610.37. That sum includes the following:

3 payments totaling:	\$ 1,547.37
Late charges:	\$ 63.00
Other fees and/or costs	N/A
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,610.37 BY December 07, 2005 TO THE FOLLOWING ADDRESS:
Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

HLH

Loan Counseling Department

*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

EXHIBIT A

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 an 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 IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO 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.

Date: November 07, 2005

TO: Michelle L Heverly
5412 Kylertown Drifting Hwy
Drifting, PA 16834

Premises: 5412 Kylertown Drifting Hwy
Drifting, PA 16834

Re: Loan Number: 0420018897
FROM: Homecomings Financial

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 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 face-to-face meeting.

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial
Attn: Ryan Ramos
9350 Waxie Way Ste. 100
San Diego, CA. 92123
Fax: 858-514-5516

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.
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 CONSTRUED 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:

5412 Kylertown Drifting Hwy , Drifting, PA 16834

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 09/01/05 to 11/01/05 totaling:	\$ 1,547.37
Late Charges:	\$ 63.00
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,610.37

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 DUE TO THE LENDER, WHICH IS \$ 1,610.37, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

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 right 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 attorney 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 attorney, but you cure the delinquency before the lender begins 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 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:

Homecomings Financial
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1.800.206.2901

EFFECT OF THE 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 be able to 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.

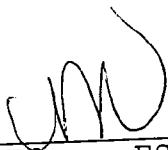
Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents; and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

pleadings@udren.com

Mortgage Electronic
Registration Systems, Inc.
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834
Defendant(s)

ATTORNEY FOR PLAINTIFF

"WE HEREBY CERTIFY THE
WITHIN TO BE TRUE AND
CORRECT COPY OF THE ORIGINAL"

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

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

JAN 13 2006

Attest.

Lee L. Ober
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do not notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: N/A

Assignments of Record to: N/A

Recording Date: N/A

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 5412 Kylertown Drifting Highway

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Cooper

COUNTY: Clearfield

DATE EXECUTED: 2/27/04

DATE RECORDED: 3/3/04 Instrument# 200403176

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

- (a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of

12/20/05:		
Principal of debt due		\$59,973.63
Unpaid Interest at 7.375% *		
from 8/1/05		
to 12/20/05		
(the per diem interest accruing on		
this debt is \$12.29 and that sum		
should be added each day after		
2/20/05)		1,364.19
		325.00
Title Report		
Court Costs (anticipated, excluding		280.00
Sheriff's Sale costs)		
Escrow Overdraft/(Balance)		
(The monthly escrow on this account		
is \$95.86 and that sum should		
be added on the first of each		
month after 12/20/05)		0
Late Charges		
(monthly late charge of \$21.00		
should be added in accordance		
with the terms of the note		
each month after 12/20/05)		84.00
Attorneys Fees (anticipated and actual		<u>2,998.68</u>
to 5% of principal)		
		\$65,025.50
TOTAL		

* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been

sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$65,025.50 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-S08-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantor, of

Homecomings Financial
A GMAC Company

Certified Mail, Return Receipt Requested

November 07, 2005

0420018897

Michelle L Heverly
5412 Kylertown Drifting Hwy
Drifting, PA 16834

Re: Property Address: 5412 Kylertown Drifting Hwy
Drifting, PA 16834

Loan Number: 0420018897

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,610.37. That sum includes the following:

3 payments totaling:	\$ 1,547.37
Late charges:	\$ 63.00
Other fees and/or costs	N/A
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,610.37 BY December 07, 2005 TO THE FOLLOWING ADDRESS:
Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

HLH

Loan Counseling Department

*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

EXHIBIT A

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 an 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 IMMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO 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.

Date: November 07, 2005

TO: Michelle L Heverly
5412 Kylertown Drifting Hwy
Drifting, PA 16834

Premises: 5412 Kylertown Drifting Hwy
Drifting, PA 16834

Re: Loan Number: 0420018897
FROM: Homecomings Financial

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 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 face-to-face meeting

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial
Attn: Ryan Ramos
9350 Waxie Way Ste. 100
San Diego, CA. 92123
Fax: 858-514-5516

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE
ABOVE REFERENCED ADDRESS.
~~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 CONSTRUED 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:

5412 Kylertown Drifting Hwy , Drifling, PA 16834

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 09/01/05 to 11/01/05 totaling:	\$ 1,547.37
Late Charges:	\$ 63.00
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,610.37

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 DUE TO THE LENDER, WHICH IS \$ 1,610.37, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.

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 right 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)

DAY, the lender also intends to instruct its attorney 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 attorney, but you cure the delinquency before the lender begins 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 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:

Homecomings Financial
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1.800.206.2901

EFFECT OF THE 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 be able to 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.

Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.


Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.

FILED

MAR 20 2006

Walter A. Shaefer
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Adam S. Riglin
Michelle L. Heverly

NO. 06-63-cd

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: May 31, 2006

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED *Atty pd.* 7.00
m/12/5307
JUN 05 2006 4 Compl.
Reinstated
William A. Shaw
Prothonotary/Clerk of Courts to Shaff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

pleadings@udren.com

Mortgage Electronic
Registration Systems, Inc.
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

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

NO. 06-63-CD JAN 13 2006

Attest.

W. L. Brown
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

COPY

05/20/2013

JMB

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

FILED NO CC
M 11:34 AM
JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Mortgage Electronic	:	
Registration Systems, Inc.	:	
1270 Northland Drive	:	
Suite 200	:	
Mendota Heights, MN 55120	:	
Plaintiffs	:	
v.	:	No. 06-63-CD
Adam S. Riglin	:	
Michelle L. Heverly	:	
P.O. Box 177	:	
Drifting, PA 16834	:	
Defendant(s)	:	

PRAECIPE FOR ENTRY OF APPEARANCE

Please enter my appearance on behalf of Defendant Adam S. Riglin in the above-referenced case. All papers may be served on the undersigned.

Date: June 21, 2006

William G. Tressler
WILLIAM G. TRESSLER, ESQUIRE
Attorney for Defendant Adam S. Riglin
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
Attorney I.D. No. 61753

ORIGINAL

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

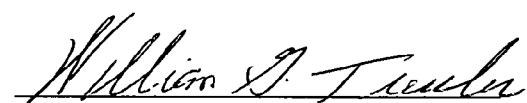
Mortgage Electronic	:
Registration Systems, Inc.	:
1270 Northland Drive	:
Suite 200	:
Mendota Heights, MN 55120	:
Plaintiffs	:
v.	:
	No. 06-63-CD
	:
Adam S. Riglin	:
Michelle L. Heverly	:
P.O. Box 177	:
Drifting, PA 16834	:
Defendant(s)	:

CERTIFICATE OF SERVICE

I, William G. Tressler, Esquire, hereby certify that on this the 21ST day of June, 2006, a true and correct copy of the foregoing Praeclipe for Entry of Appearance has been served upon the person(s) and in the manner indicated below, by depositing same in the United States mail, with first-class postage, prepaid, from Bellefonte, Pennsylvania, as follows:

UDREN LAW OFFICE, P.C.
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620

Date: June 21, 2006


William G. Tressler, Esquire
Attorney for Defendant Adam S. Riglin
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
PA ID No. 61753

ORIGINAL

ORIGINAL

FILED

JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Mortgage Electronic :
Registration Systems, Inc. :
1270 Northland Drive :
Suite 200 :
Mendota Heights, MN 55120 :
Plaintiffs :
v. : No. 06-63-CD
:
Adam S. Riglin :
Michelle L. Heverly :
P.O. Box 177 :
Drifting, PA 16834 :
Defendant(s) :
:
:
:
: ANSWER TO COMPLAINT
: IN FORECLOSURE
:
:
: Filed on behalf of Defendant Adam S. Riglin
:
:
: Counsel of Record for this party:
:
: WILLIAM G. TRESSLER, ESQUIRE
: 410 North Allegheny Street
: Bellefonte, PA 16823
: PA Id. No. 61753
: (814) 355-3142

FILED NO CC
11:34 AM
JUN 23 2006
SAC

William A. Shaw
Prothonotary/Clerk of Courts

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

Mortgage Electronic	:
Registration Systems, Inc.	:
1270 Northland Drive	:
Suite 200	:
Mendota Heights, MN 55120	:
Plaintiffs	:
v.	:
	No. 06-63-CD
Adam S. Riglin	:
Michelle L. Heverly	:
P.O. Box 177	:
Drifting, PA 16834	:
Defendant(s)	:

ANSWER TO COMPLAINT IN FORECLOSURE

NOW COMES the Defendant Adam S. Riglin, by and through his attorney William G. Tressler and respectfully represents as follows:

1. Denied. After reasonable investigation answering Defendant avers that he has no knowledge of the truth or falsity of the facts averred in paragraph 1 of Plaintiffs' Complaint, and has been unable to ascertain their truth or falsity. Therefore, the Defendant denies same, and if material, demands proof thereof at trial.
2. Admitted in part and denied in part. Answering Defendant admits that he is the individual designated as on the caption of this proceeding and that he is a real owner and mortgagor of the premised being foreclosed. By way of further response, answering Defendant's current address is 1021 Airport Road, Bellefonte, Pennsylvania, 16823. After reasonable investigation, answering Defendant avers that he has no knowledge of the truth or falsity of the remaining facts averred in paragraph 2 of Plaintiffs' Complaint, and has been unable to ascertain their truth or falsity. Therefore, the Defendant denies same, and if material, demands proof thereof at trial.
3. Admitted.

ORIGINAL

4. Admitted. Admitted in part and denied in part. It is admitted that Mortgagor has failed to make certain required payments under the Mortgage. Whether or not Mortgagor is in default is a legal conclusion to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent that a response is required, it is denied that Mortgagor is in default, and strict proof at time of trial is demanded.

5. Denied. Whether or not the amounts averred are due is a legal conclusion to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent that a response is required, it is denied that the amounts sets forth in the complaint are due, and strict proof at time of trial is demanded.

6. Denied. Whether or not the amounts averred are due is a legal conclusion to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent that a response is required, it is denied that the amounts sets forth in the complaint are due, and strict proof at time of trial is demanded.

7. Denied. Whether or not the attorney's fees averred are due is a legal conclusion to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent that a response is required, it is denied that the amounts sets forth in the complaint are due, and strict proof at time of trial is demanded.

8. Denied. After reasonable investigation answering defendant avers that he has no knowledge of the truth or falsity of the facts averred in paragraph 8 of plaintiff's complaint, and has been unable to ascertain their truth or falsity. Therefore, the defendant denies same, and if material, demands proof thereof at trial.

WHEREFORE, Defendant requests that the Court dismiss Plaintiffs' Complaint.

Respectfully Submitted:

Date:

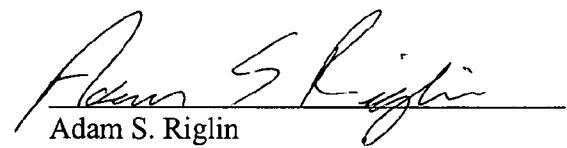
June 21, 2011

William G. Tressler
William G. Tressler, Esquire
Attorney for Defendant Adam S. Riglin
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
PA ID No. 61753

VERIFICATION

I, Adam S. Riglin, do hereby swear or affirm that the facts set forth in the foregoing are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 6-21-06



Adam S. Riglin

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

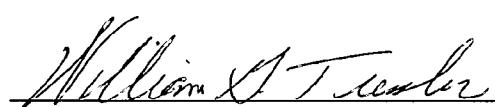
Mortgage Electronic	:
Registration Systems, Inc.	:
1270 Northland Drive	:
Suite 200	:
Mendota Heights, MN 55120	:
Plaintiffs	:
v.	:
	No. 06-63-CD
	:
Adam S. Riglin	:
Michelle L. Heverly	:
P.O. Box 177	:
Drifting, PA 16834	:
Defendant(s)	:

CERTIFICATE OF SERVICE

I, William G. Tressler, Esquire, hereby certify that on this the ____ day of June, 2006, a true and correct copy of the foregoing Answer to Complaint in Mortgage Foreclosure has been served upon the person(s) and in the manner indicated below, by depositing same in the United States mail, with first-class postage, prepaid, from Bellefonte, Pennsylvania, as follows:

UDREN LAW OFFICE, P.C.
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620

Date: June 21, 2006


William G. Tressler, Esquire
Attorney for Defendant Adam S. Riglin
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
PA ID No. 61753

ORIGINAL

FILED

JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

14110100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101606
NO: 06-63-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
VS.
DEFENDANT: ADAM S. RIGLIN and MICHELE L. HEVERLY

SHERIFF RETURN

NOW, June 05, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ADAM S. RIGLIN.

NOW, June 16, 2006 AT 9:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ADAM S. RIGLIN, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
0131161
JUL 12 2006
S
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101606
NO: 06-63-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
VS.
DEFENDANT: ADAM S. RIGLIN and MICHELE L. HEVERLY

SHERIFF RETURN

NOW, June 05, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. HEVERLY.

NOW, June 14, 2006 AT 2:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. HEVERLY, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101606
NO: 06-63-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: ADAM S. RIGLIN and MICHELE L. HEVERLY

SHERIFF RETURN

NOW, June 05, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ADAM S. RIGLIN.

NOW, June 16, 2006 AT 9:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ADAM S. RIGLIN, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101606
NO: 06-63-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
vs.
DEFENDANT: ADAM S. RIGLIN and MICHELE L. HEVERLY

SHERIFF RETURN

NOW, June 05, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. HEVERLY.

NOW, June 14, 2006 AT 2:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. HEVERLY, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101606
NO: 06-63-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: ADAM S. RIGLIN and MICHELE L. HEVERLY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	61874	40.00
SHERIFF HAWKINS	UDREN	61874	21.00
CENTRE CO.	UDREN	61875	45.80

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)	2. Case Number								
<i>MERS Inc.</i>	<i>06-63-CO</i>								
3. Defendant(s)	4. Type of Writ or Complaint:								
<i>Michelle Haverly</i>	<i>Complaint</i>								
SERVE → { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold. <i>Michelle Haverly</i>									
AT	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <i>61 Kelp Lane, Howard</i>								
7. Indicate unusual service:	Reg Mail Certified Mail Deputize Post Other								
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This depose being made at the request and risk of the plaintiff. <u>Sheriff of Centre County</u>									
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE									
NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.									
9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date							
	12. Signature								
SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date						
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <i>Michelle Haverly</i> (2014) on the <u>14th</u> day of <u>June</u> .	20	17. Served and made known to <i>Michelle Haverly</i> (2014) on the <u>14th</u> day of <u>June</u> .	18. Served and made known to <i>Michelle Haverly</i> (2014) on the <u>14th</u> day of <u>June</u> .						
20 <u>06</u> , at <u>2:40</u> o'clock, <u>P</u> m., at <u>61 Kelp Ln., Howard</u> , County of Centre									
Commonwealth of Pennsylvania, in the manner described below:									
<input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____									
On the _____ day of _____, 20_____, at _____ o'clock, _____ M.									
Defendant not found because:									
<input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
17. AFFIRMED and subscribed to before me this <u>29</u>				So Answer.					
20. day of <u>June</u> 20 <u>06</u>				18. Signature of Dep. Sheriff <u>Deb Shantz</u>					
				19. Date <u>6-16-06</u>					
				21. Signature of Sheriff <u>Deb Shantz</u>					
				22. Date					
SHERIFF OF CENTRE COUNTY									
23. Notary Seal Corinne H. Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires Sept. 5, 2009				Amount Pd. _____ Page _____					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY OF NOTARIES									
25. Date Received									

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)

MERS, Inc.

2. Case Number

06-6360

3. Defendant(s)

Adam Biglin

4. Type of Writ or Complaint

Complaint

SERVE

→ AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold.

Adam Biglin

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

1021 Airport Rd. Bellefonte

7. Indicate unusual service:

Reg Mail Certified Mail Deputize Post Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSO Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to Brooke Biglin (2 copies) on the 16th day of June 2006 at 9:20 o'clock, A.m., at 1021 Airport Rd., Bellefonte, County of Centre Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.

Adult family member with whom said Defendant(s) resides(s). Relationship is Sister
 Adult in charge of Defendant's residence.
 Manager/Clerk of place of lodging in which Defendant(s) resides(s).
 Agent or person in charge of Defendant's office or usual place of business.
 _____ and officer of said Defendant company.
 Other _____

On the _____ day of _____, 20_____, at _____ o'clock, _____ M.
 Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	18.00	—	3.50	13.80	.50	1.00	45.80	29.20

17. AFFIRMED and subscribed to before me this 29

So Answer.

20. day of June 2006

18. Signature of Dep. Sheriff

19. Date

23. Corinne H. Peters, Notary Public

21. Signature of Sheriff

22. Date

Notarial Seal

Corinne H. Peters, Notary Public
My Commission Expires Sept 5, 2009
Centre County, Pennsylvania

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIVED _____ SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED AUTHORITY AND TITLE
Corinne H. Peters, Notary Public
Member Pennsylvania Association of Notaries

25. Date Received

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620
856-669-5400
FAX: 856-669-5399

PENNSYLVANIA OFFICE
215-568-9500
215-568-1141 FAX

MARK J. UDREN*
STUART WINNEG**
GAYL SPIVAK ORLOFF***
HEIDI R. SPIVAK***
CHRISTOPHER J. FOX***
MARISA JOY MYERS***
LORRAINE DOYLE**
ALAN M. MINATO***
DWIGHT MICHAELSON***
*ADMITTED NJ, PA, FL
*ADMITTED NJ, PA, FL
**ADMITTED PA
***ADMITTED NJ, PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

May 31, 2006

Sheriff of Clearfield County
Clearfield County Courthouse
1 North Second Street
Suite 116
Clearfield, PA 16830

Re: Mortgage Electronic Registration Systems, Inc.
vs.
Adam S. Riglin
Michelle L. Heverly
Clearfield County C.C.P. No. 06-63-cd

Gentlemen:

In connection with the above captioned matter, enclosed please find the following:

1. Please DEPUTIZE the Sheriff of Centre County to serve 4 copy(ies) of the Complaint in Mortgage Foreclosure on the defendant(s), Adam S. Riglin and Michelle L. Heverly, at 61 Kolp Lane, Howard, PA 16841, and also at 1021 Airport Road, Bellefonte, PA 16823. Please attempt service three times.
2. Our check payable to the Sheriff of Clearfield County in the amount of \$100.00 in payment of your charges in this regard.
3. Our check payable to the Sheriff of Centre County in the amount of \$75.00 in payment of their charges in this regard.

If upon investigation by your Deputy, he/she determines that evening or Saturday service will be more effective, this letter authorizes you to effect such service, and we will pay any additional charges resulting therefrom.

Your assistance in this matter is greatly appreciated.

Sincerely yours,

Mark J. Udren, Esquire
UDREN LAW OFFICES, P.C.
/np
Enclosures

PG 3614-27
1027520



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101606

TERM & NO. 06-63-CD

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

ADAM S. RIGLIN and MICHELE L. HEVERLY

SERVE BY: 07/05/06

MAKE REFUND PAYABLE TO UDREN LAW OFFICES, PC

SERVE: ADAM S. RIGLIN

ADDRESS: 61 KOLP LANE, HOWARD, PA 16841

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, June 05, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

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

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101606

TERM & NO. 06-63-CD

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

ADAM S. RIGLIN and MICHELE L. HEVERLY

SERVE BY: 07/05/06

MAKE REFUND PAYABLE TO UDREN LAW OFFICES, PC

SERVE: MICHELLE L. HEVERLY

ADDRESS: 61 KOLP LANE, HOWARD, PA 16841

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, June 05, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

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

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101606

TERM & NO. 06-63-CD

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

ADAM S. RIGLIN and MICHELE L. HEVERLY

SERVE BY: 07/05/06

MAKE REFUND PAYABLE TO UDREN LAW OFFICES, PC

SERVE: ADAM S. RIGLIN

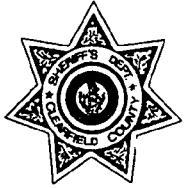
ADDRESS: 1021 AIRPORT ROAD, BELLEFONTE, PA 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, June 05, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

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

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101606

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

VS.

ADAM S. RIGLIN and MICHELE L. HEVERLY

TERM & NO. 06-63-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/05/06

MAKE REFUND PAYABLE TO UDREN LAW OFFICES, PC

SERVE: MICHELLE L. HEVERLY

ADDRESS: 1021 AIRPORT ROAD, BELLEONTE, PA 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, June 05, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

JUL 12 2006

William A. Shaw
Prothonotary/Clark of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

Mortgage Electronic Registration Systems, Inc.

Plaintiff

V.

Adam S. Riglin
Michelle L. Heverly

Defendants

NO. 06-63-cd

ORDER

AND NOW, to wit, this day of , 2006, upon consideration of Plaintiff's Motion for Summary Judgment and supporting documents thereto, and upon consideration of the Reply, if any, filed by the Defendant hereto, the Court hereby determines that Defendant, Adam S Riglin, has failed to make a legal defense to Plaintiff's claim and that Plaintiff is entitled to Summary Judgment as a matter of law, and the Court, therefore, **ORDERS AND DECREES** that Judgment, in rem, shall be entered in favor of the Plaintiff and against Defendant, Adam S Riglin ONLY, in the amount of \$71,197.83 (as calculated from the Complaint), together with ongoing per diem interest, escrow advances, and any additional recoverable costs to date of Sheriff's Sale; and for foreclosure and sale of the mortgaged property.

BY THE COURT:

J.
J.

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

FILED NO CC
M 11/4/2006
OCT 20 2006 GCG

William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff, Mortgage Electronic Registration Systems, Inc., by its Attorney, Mark J. Udren, Esquire, respectfully requests your Honorable Court to enter an Order granting Summary Judgment in the above-captioned matter for the following reasons:

1. There are no genuine issues as to any material fact, and therefore, Plaintiff (moving party) is entitled to Judgment as a matter of law.
2. Defendant Adam S. Riglin filed an Answer to the Complaint in which Defendant effectively admitted all of the allegations in the Complaint.
3. At the time of this pleading, Defendants owned the premises being foreclosed without making a mortgage payment for an excessive period of time.
4. Defendant admits outright, and/or in part, paragraphs 2, 3 and 4 of the Complaint, thereby admitting, inter alia, that Defendant is the real owner and mortgagor of the within mortgaged property; and that he failed to make the required payments pursuant to the terms of the Mortgage.
5. Although Defendants purport to deny and/or fail to deny, in whole or in part, specifically or by necessary implication, the averments contained in paragraphs 1, 2, 4, 5, 6, 7 and 8 of the Complaint, in reality, said denials are improper and should be deemed as admissions for the reasons set forth in the attached Memorandum of Law.

6. The Pennsylvania pre-foreclosure Act 6 Notice is not required as the Defendants' original principal balance on the Mortgage is greater than \$50,000.00. 41 P.S. Section 101, et seq. See Exhibit "A" attached hereto (Mortgage).

7. Plaintiff complied with the Pennsylvania pre-foreclosure Notice requirements of Act 91 (35 P.S. Section 1680.401c, et seq.).

8. Plaintiff has an express contractual right pursuant to the terms of the Mortgage to charge the Defendants attorney's fees as a consequence of the initiation of the within action in mortgage foreclosure.

9. In addition to the amounts due and owing as set forth in the Complaint, additional sums have accumulated since the filing of the Complaint, pursuant to the terms of the Mortgage. The total amounts due and owing, which sums can be calculated from the face of the Complaint, are as follows:

Principal of debt due and unpaid	\$59,973.63
Interest from 8/1/05 to 10/11/06* (the current interest rate is 10.38%; the current per diem interest accruing on this debt is \$17.05 and that sum should be added each day after 10/11/06)	6,400.24
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/Balance	558.28
Late Charges	84.00
Property Inspections	63.00
Corporate Advance	515.00
Attorney's Fees (anticipated and actual to 5% of principal)	<u>2,998.68</u>
TOTAL	\$71,197.83

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

WHEREFORE, Plaintiff respectfully requests that the Honorable Court grant its Motion for Summary Judgment, and that Judgment be entered, in rem, as prayed for in the Complaint in favor of the Plaintiff and against the Defendant, Adam S Riglin ONLY, in the amount of \$71,197.83, together with ongoing per diem interest, escrow advances, and any additional recoverable costs to date of Sheriff's Sale; and for foreclosure and sale of the mortgaged property.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esquire
Attorney for Plaintiff/Movant

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire, hereby certify that I served true and correct copies of Plaintiff's Motion for Summary Judgment upon the following persons named herein at their last known address or their attorney of record.

XXXXXX Regular First Class Mail
 Certified Mail
 Other (certificate of mailing)

Date Served: October 11, 2006

TO: William G. Tressler, Esquire
410 North Allegheny Street
Bellefonte, PA 16823
Attorney for Defendant, Adam S. Riglin

Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834
Non-answering Defendant

Michelle L. Heverly
61 Kolp Lane
Howard, PA 16841
Non-answering Defendant

UDREN LAW OFFICES, P.C.

By: _____
Mark J. Udren, Esquire
Attorney for Plaintiff/Movant

Court of Common Pleas
Clearfield County
Civil Division
No. 06-63-CD

Mortgage Electronic Registration
Systems, Inc.,
Plaintiff
vs.
Adam S. Rigin
Michelle L. Heverly
Defendants

Plaintiff's Motion For Summary
Judgment

By: Mark J. Udren, Esquire
Udren Law Offices, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400
Atty. I.D. No. 04302

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.
Adam S. Riglin
Michelle L. Heverly

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

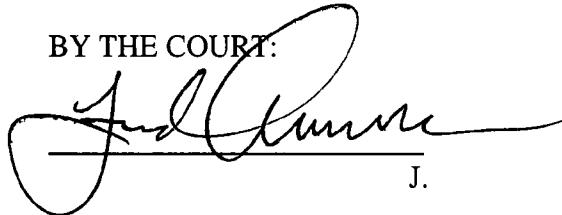
NO. 06-63-GD

MOTION FOR SUMMARY JUDGMENT, BRIEF SCHEDULING ORDER

AND NOW, to wit, this 31ST day of *October*, 2006,
upon consideration of Plaintiff's Motion for Summary Judgment, it is hereby **ORDERED** as
follows:

1. Oral argument upon the Motion will be held on November 16, 2006
i, at 3:00 P.M. in Courtroom No. 1, of the
Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Defendant Adam S. Riglin and Michelle L. Heverly shall file both a response
pursuant to Pa.R.C.P. No. 1035.3 and a separate brief concerning the issues raised in the Motion
on or before , 2006.
3. Notice of the entry of this order shall be served upon all parties by the
Prothonotary.

BY THE COURT:



J.

FILED
019-35871
NOV 01 2006

cc Atts: Udren
Tressler

cc Def. Michelle Heverly
PO Box 177
Driftin, PA 16834

William A. Shaw
Prothonotary/Clerk of Courts

(24)

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.
Adam S. Riglin
Michelle L. Heverly

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-cd

**PRAECIPE TO ATTACH AFFIDAVIT AND VERIFICATION TO PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

TO THE PROTHONOTARY:

Kindly attach the enclosed Affidavit and Verification to Plaintiff's Motion for Summary
Judgment which was filed on October 20, 2006.

UDREN LAW OFFICES, P.C.

BY: _____


Mark J. Udren, Esquire
ATTORNEY FOR PLAINTIFF

FILED
NOV 06 2006
M 1:25 PM
NOV 06 2006
cc

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.
Adam S. Riglin
Michelle L. Heverly

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-cd

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire hereby certify that I have served a true and correct copy of the Praeclipe to Attach Affidavit and Verification to Plaintiffs Motion for Summary Judgment upon the following person(s) named herein at their last known address or their attorney of record:

xxxxx Regular First Class Mail

Certified Mail

Other

Date Served: November 1, 2006

TO: William G. Tressler, Esquire
410 North Allegheny Street
Bellefonte, PA 16823
Attorney for Defendant, Adam S. Riglin

Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834
and
1021 Airport Road
Bellefonte, PA 16823
Non-Answering Defendant

UDREN LAW OFFICES, P.C.

BY:


Mark J. Udren, Esquire
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

AFFIDAVIT

STATE OF NJ

: SS

COUNTY OF DAKOTA

:

I, BETHANY HOOD, being duly sworn according to law, depose and say:

1. That I am the Vice President for Homecomings Financial Network, the servicing agent for the Plaintiff in the within matter.

2. That in said capacity I am familiar with the account that forms the basis of the instant foreclosure action and that I am authorized to take this Affidavit.

3. That all notices, if required to be sent to the Defendants pursuant to Act 6 of 1974 and Act 91 of 1983, have been sent pursuant to the requirements of those Acts on the dates appearing thereon, copies of said notices being attached to the Complaint as Exhibits, if applicable.

4. Plaintiff accurately accounted for payments made by the Defendants. Defendants' Mortgage account is in default and due and owing for the period September 2005 to date. Defendants have not taken the steps necessary to enter into a forbearance agreement or repayment plan, or taken other action to reinstate their delinquent Mortgage and cure their default on the Mortgage. The amounts due on the Mortgage were correctly stated as of the date appearing in the Complaint, in paragraph 6 thereof, and have accumulated since the filing of the Complaint, as follows:

Principal of debt due and unpaid	\$59,973.63
Interest from 8/1/05 to 10/11/06* (the current interest rate is 10.38%; the current per diem interest accruing on this debt is \$17.05 and that sum should be added each day after 10/11/06)	6,400.24
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/Balance	558.28
Late Charges	84.00
Property Inspections	63.00
Corporate Advance	515.00
Attorney's Fees (anticipated and actual to 5% of principal)	<u>2,998.68</u>
TOTAL	\$71,197.83

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

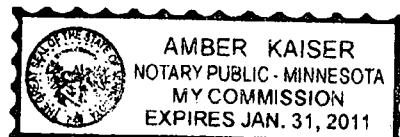
A true and correct copy of the payment history, attested to herein, is attached hereto as Exhibit "A".

Homecomings Financial Network

By: Amber Kaiser
Name: AMBER KAISER
Title: VP

Sworn to and subscribed before me
this 12 day of Oct 2006.

Amber Kaiser
Notary Public



VERIFICATION

The undersigned, the servicing agent for the Plaintiff in the Motion for Summary Judgment, being authorized to make this Verification on behalf of the Plaintiff, hereby verifies that the facts set forth in the Motion for Summary Judgment are taken from the business records of the Mortgage held by the Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Homecomings Financial Network

By: Bethany Hood
Name: BETHANY Hood
Title: V.P

Dated: 10/12/00

CHARGE-52
RECEIVE

HOMECOMINGS FINANCIAL,
DETAIL TRANSACTION HISTORY

10/13/06 11:05:34
JOB DR: 10/13/06 1
PAGE:

TRN#	TRN DATE	CODE	DESCRIPTION	DUE	NEXT - AFTER PAYMS. BALANCES-		TOTAL AMOUNT	APPLIED PRINCIPAL	INTEREST RATE	PRINCIPAL	MISC. BAL	
					PRINCIPAL	INTEREST						
10	3/03/04	3102 LOAN TRANSFER		4/04	68500.00	.00	60800.00	60800.00	.00	.00	.00	
11	3/03/04	2552 PRINCIPAL INTEREST	S/P/R	4/04	60900.00	.00	152.36	152.36	.00	.00	.00	
12	3/05/04	1550 ESCROW DEPOSIT	S/P	4/04	60800.00	152.36	152.36	.00	.00	154.56	.00	
13	3/23/04	02 PAYMENT		5/04	60753.74	221.07	486.64	46.26	373.67	66.71	.00	
14	3/21/04	8/P 13 REP#		4/04	60800.00	152.36	486.64	45.26	373.67	68.71	.00	
	REFLECTIVE DATE: 3/23/04											
15	3/31/04	2543 ESCROW ADJ	S/P	4/04	60800.00	.00	152.36	.00	.00	152.36	.00	
16	3/31/04	3199 OLD INV 940/0200404	S/P	4/04	.00	.00	60800.00	60800.00	.00	.00	.00	
17	3/31/04	0159 NEW INV 943/0200401	S/P	4/04	60800.00	.00	60800.00	60800.00	.00	.00	.00	
18	3/31/04	2543 ESCROW ADJ	S/P	4/04	60800.00	152.36	152.36	.00	152.36	.00	.00	
	19	3/31/04	02 PAYMENT		5/04	60753.74	221.07	486.64	46.26	373.67	68.71	.00
		EXECUTIVE DATE: 3/23/04										
20	3/31/04	9302 REVERSAL (PRIOR DAY)	S/P/R	4/04	60800.00	152.36	486.64	46.26	373.67	68.71	.00	
		EXECUTIVE DATE: 3/23/04										
21	3/11/04	2543 ESCROW ADJ	S/P	4/04	60800.00	.00	152.36	.00	.00	152.36	.00	
22	3/31/04	3199 OLD INV 941/0200404	S/P	4/04	.00	.00	60800.00	60800.00	.00	.00	.00	
23	3/31/04	8199 NEW INV 411/0200404	S/P	4/04	60800.00	.00	60800.00	60800.00	.00	.00	.00	
24	3/31/04	2543 ESCROW ADJ	S/P	4/04	60800.00	152.36	152.36	.00	.00	152.36	.00	
25	3/31/04	02 PAYMENT	S/P/R	4/04	60753.74	221.07	486.64	46.26	373.67	68.71	.00	
	REFLECTIVE DATE: 3/23/04											
26	5/03/04	02 PAYMENT		Int pd to: 5/04	60707.19	289.78	448.64	46.55	373.38	68.71	.00	
27	5/13/04	6031 HAZARD INS		Int pd to: 5/16/04	60707.19	37.78	252.00	.00	232.00	.00	.00	
28	6/03/04	579 SC REP# 000470746		1/04	60660.36	105.49	498.64	46.93	373.19	68.71	.00	

Exhibit A

SRA 970R-02

HOMECOMINGS FINANCIAL
DATAFLY TRANSACTION REPORT

10/13/06 13:05:31
J03 DT: 10/13/06

TRANSACTIONS
BETWEEN
THE
COMPANY
AND
ITS
SUBSIDIARIES
AND
THE
PARENT
COMPANY
FOR
THE
PERIOD
ENDING
MARCH
31, 1988

四庫全書

ପ୍ରକାଶକ

G101424

Digitized by srujanika@gmail.com

5987-506-898

WEB ID#	DATE TIME	TYPE	DESCRIPTION	AMOUNT	BALANCE	INTEREST	PERIODIC	PERIODIC	PERIODIC	PERIODIC	PERIODIC
CONFIRMED											
47	12/02/04 02:54:02	PAYOUT	Int pd to: 12/01/04	1705	60373.25	35.85	515.79	40.59	371.34	95.85	.00
48	12/02/04 19:19:38	S/P LB REP#	DISBURSED ADVANCE	1/05	60373.25	55.39	40.47	.00	.00	40.47	.00
49	12/01/04 14:02:46	S/P LB REP#	1402 Disbursed Check Fee	1/05	60373.25	55.39	10.00	.00	.00	.00	10.00 02
50	1/03/05 01:00:00	PAYOUT	Int pd to: 1/02/05	2/05	60324.36	151.25	515.79	48.89	371.04	95.86	.00
51	1/27/05 19:31:55	S/P LB REP#	1931 HAZARD INS - ADVANCE	2/05	60324.36	252.00	100.75	.00	.00	100.75	.00
52	1/27/05 00:53:10	S/P LB REP#	DISBURSED 2/05	60324.36	.00	252.00	.00	.00	252.00	.00	
53	2/03/05 01:00:00	PAYOUT	Int pd to: 2/01/05	3/05	60275.17	35.85	515.79	42.19	370.74	95.86	.00
54	2/03/05 19:19:38	S/P LB REP#	1919 RECOVER ESCROW ADVANCE	3/05	60275.17	.00	95.86	.00	.00	95.86	.00
55	2/11/05 15:31:55	S/P LB REP#	DISBURSED 2/11/05	3/05	60275.17	252.00	252.00	.00	.00	252.00	.00
56	2/14/05 14:10:00	S/P LB REP#	DISBURSED ADVANCE 3/05	4/02/05	60275.17	242.14	4.89	.00	.00	4.89	.00
57	2/14/05 19:31:55	S/P LB REP#	1931 HAZARD INS - ADVANCE	3/05	60275.17	252.00	4.89	.00	.00	4.89	.00
58	2/14/05 21:00:00	S/P LB REP#	DISBURSED 2/14/05	3/05	60275.17	.00	252.00	.00	252.00	.00	
59	2/25/05 01:00:00	PAYOUT	Int pd to: 2/24/05	4/05	60225.68	95.86	515.79	49.49	370.44	95.86	.00
60	2/25/05 19:31:55	S/P LB REP#	DISBURSED ADVANCE 3/05	5/05	60225.68	.00	.00	.00	.00	4.89	.00
61	3/22/05 01:00:00	PAYOUT	Int pd to: 3/21/05	5/05	60175.39	186.83	515.79	49.79	370.14	95.86	.00
62	4/05/05 08:42:20	S/P LB REP#	DISBURSED 5/05	60175.39	41.44	145.39	.00	.00	145.39	.00	
63	5/09/05 01:00:00	PAYOUT	Int pd to: 5/08/05	7/05	60125.79	137.30	515.79	50.10	359.93	95.86	.00
64	5/16/05 02:54:02	PAYOUT	6/15/05 Int pd to: 6/01/05	7/05	60125.79	515.79	30.41	369.52	95.86	.00	
65	7/15/05 01:00:00	PAYOUT	Int pd to: 7/01/05	8/05	60024.66	329.02	515.79	50.72	369.21	95.86	.00
66	8/16/05 14:49:02	S/P LB REP#	1449 Late Charge	8/05	60024.66	329.02	21.00	.00	.00	21.00	.01

SR437CR-02
WALKER

10/13/06 13:03:31
JOB DT: 10/13/06
PAGE: 5

HOMECOMINGS FINANCIAL
DETAIL TRANSACTION HISTORY

TRANSACTION NR	DATE	CDR	DESCRIPTION	TERM	INTEREST	PRINCIPAL	PRINCIPAL BALANCE	AMOUNT	ACCUM INTEREST	ACCUM PRINCIPAL	ACCUM INTEREST	FROM SUSPEND/CD		
LOANS 420018897			CONFIRMED											
89	5/16/06	1499	Late Charge	-	.00	27.24	.00	.00	.00	.00	27.24	01		
		S/P	REF#	RCP73										
90	6/02/06	1499	Prop Inspection Fee	9/05	.59973.63	.00	9.00	.00	.00	.00	9.00	06		
		S/P	REF#	RCP										
92	6/16/06	1499	Late Charge	S/P	RCP44									
		S/P	REF#	RCP73										
93	6/28/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 6/28/06	9/05	.59973.63	.00	27.24	.00	.00	27.24	01	
		S/P	SC	REF# D05569536										
95	6/28/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 6/28/06	9/05	.59973.63	.00	40.00	.00	.00	40.00	26	
		S/P	SC	REF#	RCP73									
96	6/28/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 6/28/06	9/05	.59973.63	.00	145.00	.00	.00	145.00	26	
		S/P	SC	REF#	RCP73									
98	6/29/06	1499	Prop Inspection Fee	S/P	RCP	9/05	.59973.63	.00	9.00	.00	.00	9.00	05	
		S/P	REF#	RCP73										
99	7/17/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 7/17/06	9/05	.59973.63	.00	50.00	.00	.00	50.00	25	
		S/P	SC	REF#	RCP73									
101	7/17/06	1499	Late Charge	S/P	RCP	9/05	.59973.63	.00	27.24	.00	.00	27.24	01	
		S/P	REF#	RCP73										
102	7/25/06	1499	Prop Inspection Fee	S/P	RCP	9/05	.59973.63	.00	9.00	.00	.00	9.00	05	
		S/P	REF#	RCP73										
103	7/25/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 7/25/06	9/05	.59973.63	.00	50.00	.00	.00	50.00	25	
		S/P	SC	REF#	RCP73									
105	8/03/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 8/03/06	9/05	.59973.63	.00	50.00	.00	.00	50.00	25	
		S/P	SC	REF#	RCP73									
106	8/16/06	1499	Prop Inspection Fee	S/P	SC	REF#	RCP73	9/05	.59973.63	.00	27.24	.00	27.24	01
		S/P	SC	REF#	RCP73									
107	8/21/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 8/21/06	9/05	.59973.63	.00	50.00	.00	.00	50.00	25	
		S/P	SC	REF#	RCP73									
108	8/25/06	1499	Prop Inspection Fee	S/P	SC	REF#	RCP73	9/05	.59973.63	.00	9.00	.00	9.00	05
		S/P	SC	REF#	RCP73									
111	9/11/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 9/11/06	9/05	.59973.63	.00	600.00	.00	.00	600.00	26	
		S/P	SC	REF#	RCP73									
112	9/12/06	1345	SCHOOL TAX ADVANCE	PAYER 9481010005965356	DUE 9/12/06	9/05	.59973.63	536.78	.558.78	.00	.00	.558.78	01	
		S/P	SC	REF#	RCP73									
113	9/12/06	6046	SCHOOL TAX DISTRIBUTED	PAYER 9481010005965356	DUE 9/12/06	9/05	.59973.63	.00	556.78	.00	.00	556.78	01	
		S/P	SC	REF#	RCP73									
114	9/18/06	1499	Late Charge	S/P	SC	REF#	RCP73	9/05	.59973.63	.00	27.24	.00	27.24	01
		S/P	SC	REF#	RCP73									
115	9/22/06	6226	CORP ADV DIBB	PAYER 9481010005965356	DUE 9/22/06	9/05	.59973.63	.00	50.00	.00	.00	50.00	26	
		S/P	SC	REF#	RCP73									
116	9/27/06	1499	Prop Inspection Fee	S/P	SC	REF#	RCP73	9/05	.59973.63	.00	9.00	.00	9.00	05

SK497CR-92
1995

HOMECOMINGS DIRECTED BY RALPH TRAMMELL HISTORY

10/13/06 13:05:31
JOG DT: 10/13/06
PAGE: 5

S/F		REF#		S/F		REF#					
117	14/02/05	6226	CORP NEW DISC	0/05	55973-63	.70	50.00-	.00	.00	.00	50.00-26
PRIMER 94474# 0006112361 DUE 10/02/05				PRIMER 94474# 0006112361 DUE 10/02/05							
8/8 SC REF# 0006112361											
* * * TOTALS * * *											
								55973-63- 5349.79			

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FILED

2/11/06 am (S)

NOV - 8 2006 remailed to

61 Kolp Lane

William A. Shaw Howard PA

Prothonotary/Clerk of Courts 16841-
1852

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

ALTOONA PA 16601-3500 United

United

United

01 NOV 2006 PM

United

United</

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, ESQUIRE
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.
Adam S. Riglin
Michelle L. Heverly

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

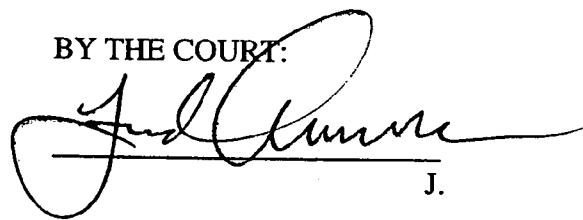
NO. 06-63-GD

MOTION FOR SUMMARY JUDGMENT, BRIEF SCHEDULING ORDER

AND NOW, to wit, this 31ST day of October, 2006,
upon consideration of Plaintiff's Motion for Summary Judgment, it is hereby ORDERED as
follows:

1. Oral argument upon the Motion will be held on November 16, 2006
, at 3:00 P.M. in Courtroom No. 1, of the
Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Defendant Adam S. Riglin and Michelle L. Heverly shall file both a response
pursuant to Pa.R.C.P. No. 1035.3 and a separate brief concerning the issues raised in the Motion
on or before November 16, 2006.
3. Notice of the entry of this order shall be served upon all parties by the
Prothonotary.

BY THE COURT:

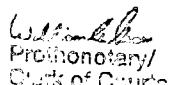


J.

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

NOV 01 2006

Attest.


William L. Udren
Prothonotary/
Clerk of Courts

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

Mortgage Electronic :
Registration Systems, Inc. :
1270 Northland Drive :
Suite 200 :
Mendota Heights, MN 55120 :
Plaintiffs :
v. : No. 06-63-CD
:
Adam S. Riglin :
Michelle L. Heverly :
P.O. Box 177 :
Driftin, PA 16834 :
Defendant(s) :
:
:
: DEFENDANT ADAM S. RIGLIN'S
: RESPONSE TO MOTION
: FOR SUMMARY JUDGMENT
:
:
: Filed on behalf of Defendant Adam S. Riglin
:
:
: Counsel of Record for this party:
:
: WILLIAM G. TRESSLER, ESQUIRE
: 410 North Allegheny Street
: Bellefonte, PA 16823
: PA Id. No. 61753
: (814) 355-3142

FILED, cc AM
M 11:55 am Tressler
NOV 13 2006 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

Mortgage Electronic	:	
Registration Systems, Inc.	:	
1270 Northland Drive	:	
Suite 200	:	
Mendota Heights, MN 55120	:	
Plaintiffs	:	
v.	:	No. 06-63-CD
	:	
Adam S. Riglin	:	
Michelle L. Heverly	:	
P.O. Box 177	:	
Drifting, PA 16834	:	
Defendant(s)	:	

DEFENDANT ADAM S. RIGLIN'S
ANSWER TO MOTION FOR SUMMARY JUDGMENT

NOW COMES the Defendant Adam S. Riglin, by and through his attorney William G. Tressler and respectfully represents as follows:

1. Admitted with respect to Defendant Adam S. Riglin only.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied as stated. Answering Defendant denies that any of his averments were improper. Defendant does not deny that he failed to make payments as averred by Plaintiff.
6. Admitted.

ORIGINAL

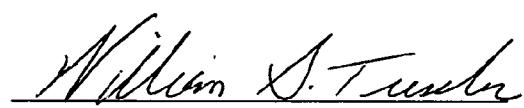
7. Admitted.

8. Admitted.

WHEREFORE, Defendant requests that the Court enter such Order as this Honorable Court deems appropriate and just.

Respectfully Submitted:

Date: November 8, 2006

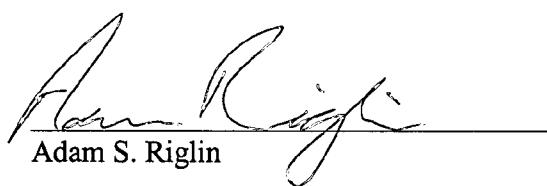


William G. Tressler
Attorney for Defendant Adam S. Riglin
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
PA ID No. 61753

VERIFICATION

I, Adam S. Riglin, do hereby swear or affirm that the facts set forth in the foregoing are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 11-9-06



Adam S. Riglin

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

Mortgage Electronic	:	
Registration Systems, Inc.	:	
1270 Northland Drive	:	
Suite 200	:	
Mendota Heights, MN 55120	:	
Plaintiffs	:	
v.	:	No. 06-63-CD
Adam S. Riglin	:	
Michelle L. Heverly	:	
P.O. Box 177	:	
Drifting, PA 16834	:	
Defendant(s)	:	

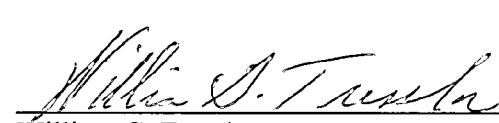
CERTIFICATE OF SERVICE

I, William G. Tressler, Esquire, hereby certify that on this the 9th day of November, 2006, a true and correct copy of the foregoing Defendant Adam S. Riglin's Response to Motion for Summary Judgment has been served upon the person(s) and in the manner indicated below, by depositing same in the United States mail, with first-class postage, prepaid, from Bellefonte, Pennsylvania, as follows:

UDREN LAW OFFICE, P.C.
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620

Michele L. Heverly
P.O. Box 177
Drifting, PA 16834

Date: Nov. 9, 2006


William G. Tressler
Attorney for Defendant Adam S. Riglin
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
PA ID No. 61753

WILLIAM G. TRESSLER

ATTORNEY AT LAW

410 NORTH ALLEGHENY STREET
BELLEFONTE, PENNSYLVANIA 16823

PHONE: (814) 355-3142
FAX: (814) 353-2455

November 9, 2006

Prothonotary's Office
Clearfield County
230 East Market Street
Clearfield, PA 16830

Re: *Mortgage Electronic Registration Systems, Inc. vs. Adam S. Riglin, et al.*
No. 06-63-CD

Dear Prothonotary:

Enclosed, for filing, please find Defendant Adam S. Riglin's Response to Motion for Summary Judgment along with a Certificate of Service. Additionally, I enclose, for filing, a Certificate of Service for Defendant Adam S. Riglin's Brief in Response to Plaintiff's Motion for Summary Judgment.

Please return the time stamped copies to my office in the enclosed self addressed stamped envelope.

If you have any questions, please do not hesitate to contact my office.

Sincerely yours,


William G. Tressler

WGT:tlr
Enclosures
cc: Adam S. Riglin
Mark J. Udren, Esquire

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

Mortgage Electronic	:	
Registration Systems, Inc.	:	
1270 Northland Drive	:	
Suite 200	:	
Mendota Heights, MN 55120	:	
Plaintiffs	:	
v.	:	No. 06-63-CD
Adam S. Riglin	:	
Michelle L. Heverly	:	
P.O. Box 177	:	
Drifting, PA 16834	:	
Defendant(s)	:	

CERTIFICATE OF SERVICE

I, William G. Tressler, Esquire, hereby certify that on this the 9th day of November, 2006, a true and correct copy of the foregoing Defendant Adam S. Riglin's Brief in Response to Plaintiff's Motion for Summary Judgment has been served upon the person(s) and in the manner indicated below, by depositing same in the United States mail, with first-class postage, prepaid, from Bellefonte, Pennsylvania, as follows:

UDREN LAW OFFICE, P.C.
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620

Michele L. Heverly
P.O. Box 177
Drifting, PA 16834

FILED ICC Atty
11/11/06 Lm Tressler
NOV 13 2006

William A. Shaw
Prothonotary/Clerk of Courts

Date: Nov. 9, 2006

William G. Tressler
William G. Tressler
Attorney for Defendant Adam S. Riglin
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
PA ID No. 61753

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

Mortgage Electronic :
Registration Systems, Inc. :
1270 Northland Drive :
Suite 200 :
Mendota Heights, MN 55120 :
Plaintiffs :
v. : No. 06-63-CD
Adam S. Riglin :
Michelle L. Heverly :
P.O. Box 177 :
Drifting, PA 16834 :
Defendant(s) :
: PRAECIPE FOR ENTRY OF APPEARANCE
: Filed on behalf of Defendant Michele L. Heverly
: Counsel of Record for this party:
: WILLIAM G. TRESSLER, ESQUIRE
: 410 North Allegheny Street
: Bellefonte, PA 16823
: PA Id. No. 61753
: (814) 355-3142

FILED

NOV 16 2006

01236(w)

William A. Shaw
Prothonotary/Clerk of Courts (6K)

2 Cens to DSY
copy to C/D

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

Mortgage Electronic :
Registration Systems, Inc. :
1270 Northland Drive :
Suite 200 :
Mendota Heights, MN 55120 :
Plaintiffs :
v. : No. 06-63-CD
:
Adam S. Riglin :
Michelle L. Heverly :
P.O. Box 177 :
Drifting, PA 16834 :
Defendant(s) :

PRAECIPE FOR ENTRY OF APPEARANCE

Please enter my appearance on behalf of Defendant Michele L. Heverly in the
above-referenced case. All papers may be served on the undersigned.

Date: Nov. 16, 2006

William G Tressler
WILLIAM G. TRESSLER
Attorney for Defendant Michele L. Heverly
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
Attorney I.D. No. 61753

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

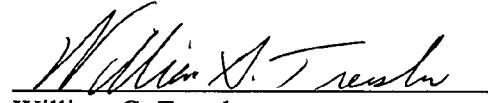
Mortgage Electronic	:
Registration Systems, Inc.	:
1270 Northland Drive	:
Suite 200	:
Mendota Heights, MN 55120	:
Plaintiffs	:
v.	:
	No. 06-63-CD
Adam S. Riglin	:
Michelle L. Heverly	:
P.O. Box 177	:
Drifting, PA 16834	:
Defendant(s)	:

CERTIFICATE OF SERVICE

I, William G. Tressler, Esquire, hereby certify that on this the 16th day of November, 2006, a true and correct copy of the foregoing Praeclipe for Entry of Appearance has been served upon the person(s) and in the manner indicated below, by U.S. First Class mail from Bellefonte, Pennsylvania:

UDREN LAW OFFICE, P.C.
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620

Date: Nov. 16, 2006


William G. Tressler
Attorney for Defendant Michele L. Heverly
410 North Allegheny Street
Bellefonte, PA 16823
(814) 355-3142
PA ID No. 61753

Prothonotary/Clerk of Courts
William A. Shaw

NOV 16 2006

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

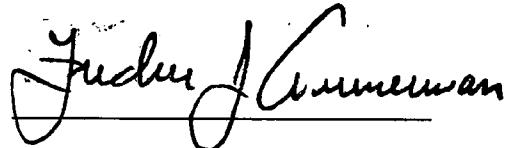
MORTGAGE ELECTRONIC :
REGISTRATION SYSTEMS :
VS. : NO. 06-63-CD
ADAM S. RIGLIN and :
MICHELLE L. HEVERLY :
JUDGE J. KRAMER

O R D E R

AND NOW, this 16th day of November, 2006, this being the date set for argument on the Plaintiff's Motion for Summary Judgment; counsel for both Defendants being present and conceding there is no factual basis to contest the Motion for Summary Judgment, it is the ORDER of this Court that the said Motion for Summary Judgment be and is hereby granted. Judgment is hereby entered on behalf of the Plaintiff against the Defendants in the amount of Seventy-one Thousand One Hundred Ninety-seven Dollars and Eighty-three (\$71,197.83) Cents, plus costs.

The Prothonotary of Clearfield County shall enter judgment accordingly.

BY THE COURT,



President Judge

FILED ^{acc}
012:58/61 Atys: Uder
NOV 21 2006 Tressler

William A. Shaw
Prothonotary/Clerk of Courts ⁶⁰

FILED

NOV 21 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/21/06

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) Plaintiff(s) Attorney Other

 Defendant(s) Defendant(s) Attorney

 Special Instructions:

Note to Plaintiff's Counsel: Please file a
précipe to enter judgment with the \$20.00
filing fee. Thank you.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration
Systems, Inc.
9275 Sky Park Court, Third Floor
San Diego, CA 92123
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
5412 Kylertown Drifting Highway
Drifting, PA 16834
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

FILED Atty pd. 20.00
m 11/3/06 No CC
DEC 11 2006 Notice to Defs.

William A. Shaw
Prothonotary/Clerk of Courts
(6K)

**PRAECIPE FOR JUDGMENT BASED ON COURT ORDER
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), Adam S. Riglin and Michelle L. Heverly pursuant to the Court's Order dated November 16, 2006 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order	\$71,197.83
Interest per Court Order	<u>613.80</u>
From 10/12/06 to 11/16/06	

TOTAL \$71,811.63

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that no further notice is required pursuant to Rule P.A.R.C.P. 237 & 237.1.

UDREN LAW OFFICES, P.C.
Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 12/11/06

W.J.U.
PRO PROTHY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MORTGAGE ELECTRONIC :
REGISTRATION SYSTEMS :
VS. : NO. 06-63-CD
ADAM S. RIGLIN and :
MICHELLE L. HEVERLY :
:

O R D E R

AND NOW, this 16th day of November, 2006, this being the date set for argument on the Plaintiff's Motion for Summary Judgment; counsel for both Defendants being present and conceding there is no factual basis to contest the Motion for Summary Judgment, it is the ORDER of this Court that the said Motion for Summary Judgment be and is hereby granted. Judgment is hereby entered on behalf of the Plaintiff against the Defendants in the amount of Seventy-one Thousand One Hundred Ninety-seven Dollars and Eighty-three (\$71,197.83) Cents, plus costs.

The Prothonotary of Clearfield County shall enter judgment accordingly.

BY THE COURT,

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

/s/ Fredric J. Ammerman

President Judge

NOV 21 2006

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-63-CD

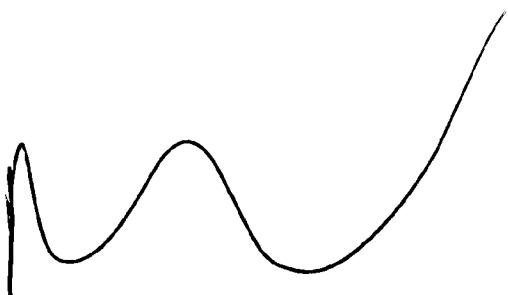
AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY :
COUNTY OF CAMDEN :
: SS
:

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

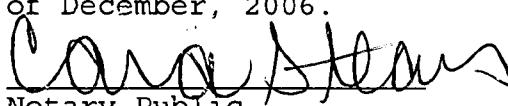
Defendant: Adam S. Riglin
Age: Over 18
Residence: As captioned above
Employment: Unknown

Defendant: Michelle L. Heverly
Age: Over 18
Residence: As captioned above
Employment: Unknown



Name: MARK J. UDREN, ESQ.
Title: ATTORNEY FOR PLAINTIFF
Company: UDREN LAW OFFICES, P.C.

Sworn to and subscribed
before me this 5th day
of December, 2006.



Notary Public

FILED

DEC 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-63-CD

TO: Adam S. Riglin
5412 Kylertown Drifting Highway
Drifting, PA 16834

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

Willie J. Thompson 10/11/06

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

NO. 06-63-CD

TO: Michelle L. Heverly
5412 Kylertown Drifting Highway
Drifting, PA 16834

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary



- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-63-CD

TO: Adam S. Riglin
c/o William G. Tressler, Esquire
410 North Allegheny Street
Bellefonte, PA 16823

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

William G. Tressler 12/11/06

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-63-CD

TO: Michelle L. Heverly
c/o William G. Tressler, Esquire
410 North Allegheny Street
Bellefonte, PA 16823

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

William G. Tressler

12/11/06

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

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

Mortgage Electronic Registration Systems, Inc.
Plaintiff(s)

No.: 2006-00063-CD

Real Debt: \$71,811.63

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: December 11, 2006

Expires: December 11, 2011

Certified from the record this 11th day of December, 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

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

MORTGAGE FORECLOSURE

NO. 06-63-CD

PRAECIPE TO ISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount due \$71,811.63

Interest From 11/17/06
to Date of Sale _____

Ongoing Per Diem of \$17.05
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 132.00

Prothonotary costs

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED Atty pd. 20.00

11/15/06 ICC & Lewonts
DEC 11 2006 w/ descr. to

Shff

William A. Shaw
Prothonotary/Clerk of Courts

(GK)

Case No. 06-10001

FILED

DEC 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

NO. 06-63-CD

C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- () An FHA insured mortgage
- () Non-owner occupied
- () Vacant
- (X) Act 91 procedures have been fulfilled.
- () Over 24 months delinquent.

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

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-63-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Mortgage Electronic Registration Systems, Inc., Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 5412 Kylertown Drifting Highway, Drifting, PA 16834

Adam S. Riglin 5412 Kylertown Drifting Highway
Drifting, PA 16834

Michelle L. Heverly 5412 Kylertown Drifting Highway
Drifting, PA 16834

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

SAME AS #1 ABOVE

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

Name _____ Address _____

None

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

Name _____ Address _____

Mortgage Electronic Registration Systems, Inc. 9275 Sky Park Court, Third Floor
San Diego, CA 92123

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

Name _____ Address _____

None

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

Name _____ Address _____

Real Estate Tax Dept.

1 North Second Street, Suite 116
Clearfield, PA 16830

Domestic Relations Section

1 North Second Street, Suite 116
Clearfield, PA 16830

Commonwealth of PA,
Department of Revenue

Bureau of Compliance, PO Box 281230
Harrisburg, PA 17128-1230

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

Name _____ Address _____

Tenants/Occupants

5412 Kylertown Drifting Highway
Drifting, PA 16834

William G. Tressler, Esquire 410 North Allegheny Street
Bellefonte, PA 16823

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

DATED: December 5, 2006

UDREN LAW OFFICES, P.C.
Mark J. Udren, ESQ.
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udran, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

MORTGAGE FORECLOSURE

NO. 06-63-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,
you are directed to levy upon and sell the following described

property: 5412 Kylertown Drifting Highway
Drifting, PA 16834
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$71,811.63

Interest From 11/17/06 _____
to Date of Sale _____
Ongoing Per Diem of \$17.05
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 132.00 Prothonotary costs

By Willie M. Thompson
Prothonotary
Clerk

Date 12/11/06

COURT OF COMMON PLEAS
NO. 06-63-CD

Mortgage Electronic Registration Systems, Inc.
vs.

Adam S. Riglin
Michelle L. Heverly

WRIT OF EXECUTION

REAL DEBT \$71,811.63

INTEREST \$
from 11/17/06
to Date of Sale _____
Ongoing Per Diem of \$17.05
to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ 132.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

5412 Kylertown Drifting Highway
Drifting, PA 16834

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-S08-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantor, of

BEING KNOWN AS: 5412 KYLERTOWN DRIFTING HIGHWAY
DRIFTING, PA 16834

PROPERTY ID NO.: 110-S08-000-76.2 CONTROL NO.: 110-0-22654

TITLE TO SAID PREMISES IS VESTED IN ADAM S. RIGLIN, INDIVIDUALLY AND MICHELLE L. HEVERLY, INDIVIDUALLY, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP BY DEED FROM DONALD LEE RAYMOND DATED 2/18/04 RECORDED 3/3/04 IN INSTRUMENT NO. 200403175.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.

Plaintiff

v.
Adam S. Riglin
Michelle L. Heverly

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of the Notice of Sale upon the following person(s) named herein at their last known address or their attorney of record.

xxxxxx Regular First Class Mail

xxxxxx

Other (certificate of mailing)

Date Served: December 29, 2006

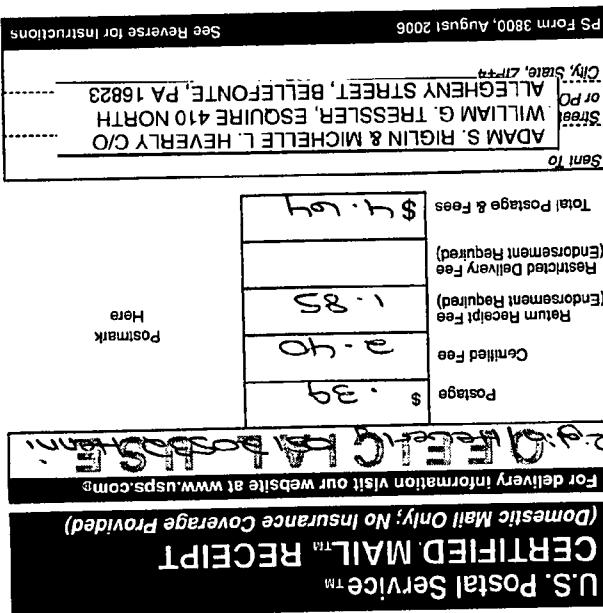
TO: Adam S. Riglin & Michele L. Heverly
c/o William G. Tressler, Esquire
410 North Allegheny Street
Bellefonte, PA 16823

UDREN LAW OFFICES, P.C.

By: Mark J. Udren, Esquire
Attorney for Plaintiff

FILED NO
M 11:51 AM
JAN 18 2007 cc
(61)

William A. Shaw
Prothonotary/Clerk of Courts



UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003



PO BOX 5200
PHILADELPHIA, PA 19105-0520

TO: Adam S. Riglin
Michele L. Heverly
c/o William G. Tressler, Esquire
410 North Allegheny Street
Bellefonte, PA 16823

Certified Mail Provides:

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

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

COMPLETE THIS SECTION ON DELIVERY		
<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> ■ 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. <p>1. Article Addressed to:</p>		<p>A. Signature</p> <p><input checked="" type="checkbox"/> X</p> <p><input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number</p> <p>7006 2150 0000 6067 4457</p> <p>(Transfer from service label)</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail</p> <p><input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>ADAM S. RIGLIN & MICHELLE L. HEVERLY C/O WILLIAM G. TRESSLER, ESQUIRE 410 NORTH ALLEGHENY STREET, BELLEFONTE, PA 16823</p> <p>102585-02-M-1540</p>		

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:

ADAM S. RIGLIN & MICHELLE L. HEVERLY C/O
WILLIAM G. TRESSLER, ESQUIRE 410 NORTH
ALLEGHENY STREET, BELLEFONTE, PA 16823

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

William G. Tressler Agent
William G. Tressler Addressee

B. Received by (Printed Name)

William G. Tressler

C. Date of Delivery
1/18/07

D. Is delivery address different from item 1? Yes
 No

If YES, enter delivery address below:

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

7006 2150 0000 6067 4457

Domestic Return Receipt

102595-02-M-1540

Affix stamp here if issued as
certificate of mailing or for
additional copies of this bill.

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NEW JERSEY 08003
Name of Addressee, Street, and Post Office
ADAM S. RIGLIN & MICHELLE L. HEVERLY
WILLIAM G. TRESSLER, ESQUIRE 410 NORTH
ALLEGHENY STREET, BELLEFONTE, PA. 16823

Name and Address of Sender		UDREN LAW OFFICES, P.C. WOODCREST CORPORATE CENTER 111 WOODCREST ROAD CHERRY HILL, NEW JERSEY 08003		Postage		Postmark and Date of Receipt		Affix stamp here if issued for certificate of mailing or for additional copies of this bill.		
Line	Article Number	Name of Addressee, Street, and Post Office Address	Registered Insured COD Certified	With Postal Insurance Without postal insurance	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks	
1	RIGLIN HEVERLY	ADAM S. RIGLIN & MICHELLE L. HEVERLY C/O WILLIAM G. TRESSLER, ESQUIRE 410 NORTH ALLEGHENY STREET, BELLEFONTE, PA 16823	<input type="checkbox"/>	<input type="checkbox"/>						
2			<input type="checkbox"/>	<input type="checkbox"/>						
3	05120532		<input type="checkbox"/>	<input type="checkbox"/>						
4			<input type="checkbox"/>	<input type="checkbox"/>						
5	06-63 CD		<input type="checkbox"/>	<input type="checkbox"/>						
6			<input type="checkbox"/>	<input type="checkbox"/>						
7	CLEAR FIELD		<input type="checkbox"/>	<input type="checkbox"/>						
8			<input type="checkbox"/>	<input type="checkbox"/>						
9	HENNI		<input type="checkbox"/>	<input type="checkbox"/>						
10			<input type="checkbox"/>	<input type="checkbox"/>						
11	03/02/2007		<input type="checkbox"/>	<input type="checkbox"/>						
12			<input type="checkbox"/>	<input type="checkbox"/>						
13			<input type="checkbox"/>	<input type="checkbox"/>						
14			<input type="checkbox"/>	<input type="checkbox"/>						
15	Total number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	<input type="checkbox"/>	<input type="checkbox"/>	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of non-negotiable documents under Express Mail document reconstruction insurance is \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$50,000 per occurrence. The maximum indemnity payable for registered mail, sent with optional postal insurance, is \$25,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance, and \$500 for registered mail and COD mail. See Domestic Mail Manual for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on International mail. Special handling charges apply only to third and fourth class parcels.				
	1	1	<i>JK</i>	<i>JK</i>						

The full declaration of value is required on an insurance form. Domestic Mail document reconstruction is for the reconstruction of nonnegotiable documents under Express Mail merchandise. The maximum indemnity payable on Express Mail merchandise is \$50,000 per occurrence. The maximum indemnity payable on registered mail, sent with optional mail insurance. See Domestic Mail Manual for place subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on insured and COD mail. See International Mail Manual for \$500. The maximum indemnity payable on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels. Mail Manual R900, S913, and S921 for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.

Form Must be Completed by typewriter, ink

FILED

JAN 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
9275 Sky Park Court, Third
Floor
San Diego, CA 92123
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
5412 Kylertown Drifting
Highway
Drifting, PA 16834
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

FILED NO
M 112-11-64 CC
MAR 05 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecept for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: February 26, 2007

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration
Systems, Inc.
Plaintiff

v.
Adam S. Riglin
Michelle L. Heverly
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY**

OWNER(S): Adam S. Riglin & Michelle L. Heverly

PROPERTY: 5412 Kylertown Drifting Highway, Drifting, PA 16834

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on March 2, 2007, at 10:00 A.M., at the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT A

►
Name and
Address
Of Sender

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Check appropriate block for Registered Mail:			Postmark and Date of Receipt	Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
				<input type="checkbox"/> Registered Insured	<input type="checkbox"/> Merchandise	<input type="checkbox"/> Int'l Recorded Del.					
				<input type="checkbox"/> With Postal Insurance	<input type="checkbox"/> Without postal Insurance						
				Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee Remarks
				Fee							
1	RIGLIN/ HEVERLY	REAL ESTATE TAX DEPT. 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830									
2		DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830									
3	05120532	PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, P.O. BOX 281230, HARRISBURG, PA 17128-1230									
4		TENANTS/OCCUPANTS 5412 KYLERTOWN DRIFTING HIGHWAY, DRIFTING, PA 16834									
5	CLEAR FIELD	WILLIAM G. TRESSLER, ESQUIRE 410 NORTH ALLEGHENY STREET, BELLEFONTE, PA 16623									
6											
7	HENNI										
8											
9	06-63 CD										
10											
11	03/02/2007										
12											
13											
14											
15											

Total number of Pieces Total Number of Pieces Postmaster, Per (Name of Receiving Employee)
Listed by Sender Received at Post Office *John*

5

5

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See Domestic Mail Manual R500, S913, and S921 for limitations of coverage on Insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.

Plaintiff

v

Adam S. Riglin
Michelle L. Heverly

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-63-CD

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of the Notice of Sale upon the following person(s) named herein at their last known address or their attorney of record.

xxxxxx Regular First Class Mail

xxxxxx Certified Mail

Other (certificate of mailing)

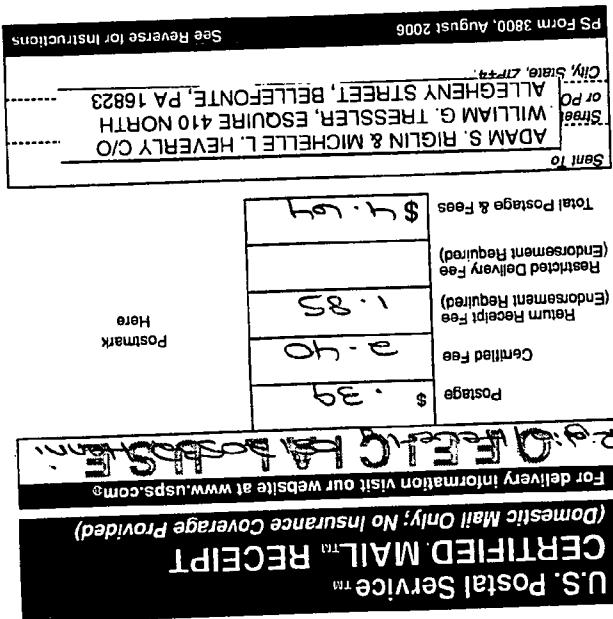
Date Served: December 29, 2006

TO: Adam S. Riglin & Michele L. Heverly
c/o William G. Tressler, Esquire
410 North Allegheny Street
Bellefonte, PA 16823

UDREN LAW OFFICES, P.C.

By: Mark J. Udren, Esquire
Attorney for Plaintiff

EXHIBIT B



UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD
CHERRY HILL, NJ 08003

EXHIBIT B

Certified Mail Provides:

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

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY												
<p>■ 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.</p> <p>1. Article Addressed to:</p>		<table border="1"> <tr> <td>A. Signature X</td> <td><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</td> </tr> <tr> <td>B. Received by (Printed Name)</td> <td>C. Date of Delivery</td> </tr> <tr> <td colspan="2">D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</td> </tr> <tr> <td colspan="2">3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </td> </tr> <tr> <td colspan="2">4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</td> </tr> </table>			A. Signature X	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	B. Received by (Printed Name)	C. Date of Delivery	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
A. Signature X	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee													
B. Received by (Printed Name)	C. Date of Delivery													
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No														
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.														
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes														
<p>ADAM S. FRIGLIN & MICHELLE L. HEVERLY C/O WILLIAM G. TRESSLER, ESQUIRE 410 NORTH ALLEGHENY STREET, BELLEFONTE, PA 16823</p>		<p>15 JAH</p> <p>2. Article Number 7006 2150 0000 6067 4457 (Transfer from service label)</p> <p>PS Form 3811, February 2004.</p> <p>Domestic Return Receipt</p> <p>1029542-M-1540</p>												

EXHIBIT B

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:

ADAM S. RIGLIN & MICHELLE L. HEVERLY C/O
WILLIAM G. TRESSLER, ESQUIRE 410 NORTH
ALLEGHENY STREET, BELLEFONTE, PA 16823

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

William G. Tressler Agent
 Addressee

B. Received by (Printed Name)

William G. Tressler

C. Date of Delivery
1/18/07

D. Is delivery address different from item 1? Yes
 No

If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

7006 2150 0000 6067 4457

Domestic Return Receipt

102595-02-M-1540

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20486
NO: 06-63-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: ADAM S. RIGLIN AND MICHELLE L. HEVERLY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/11/2006

LEVY TAKEN 12/29/2006 @ 1:52 PM

POSTED 12/29/2006 @ 1:51 PM

SALE HELD 03/02/2007

SOLD TO THE BANK OF NEW YORK TRUST COMPANY N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE RESIDENTIAL FUNDING COMPANY, LLC F/K/A RESIDENTIAL FUNDING CORPORATION, ATTORNEY IN FACT (MERS IS ACTING/HAS ACTED AS THE AGENT FOR THE REAL PARTY IN INTEREST OR BENEFICIAL OWNER)

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 03/19/2007

DATE DEED FILED 03/19/2007

PROPERTY ADDRESS 5412 KYLERTOWN DRIFTING HIGHWAY DRIFTING, PA 16834
SERVICES

02/28/2007 @ SERVED ADAM S. RIGLIN

PLAINTIFF'S ATTORNEY SERVED ADAM S. RIGLIN, DEFENDANT, BY REG. & CERT MAIL SHERIFF'S OFFICE SERVED ADAM S. RIGLIN, DEFENDANT, BY REG. & CERT MAIL TO WILLIAM G. TRESSLER, ESQ. CERT #70060810000145072810. SIGNED FOR BY TERRI L. RUDY.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

02/28/2007 @ SERVED MICHELLE L. HEVERLY

PLAINTIFF'S ATTORNEY SERVED MICHELLE L. HEVERLY, DEFENDANT, BY REG & CERT MAIL. SHERIFF'S OFFICE SERVED MICHELLE L. HEVERLY, DEFENDANT, BY REG & CERT MAIL TO WILLIAM G. TRESSLER, ESQ. CERT #70060810000145072810 SIGNED FOR BY TERRI L. RUDY.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

FILED
01/02/2007
MAR 19 2007
15
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20486
NO: 06-63-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

VS.

DEFENDANT: ADAM S. RIGLIN AND MICHELLE L. HEVERLY

Execution REAL ESTATE

SHERIFF RETURN

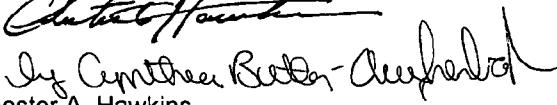
SHERIFF HAWKINS \$244.96

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,



By Cynthia Butler-Chephelot
Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-63-CD

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,
you are directed to levy upon and sell the following described
property: 5412 Kylertown Drifting Highway
Drifting, PA 16834
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$71,811.63

Interest From 11/17/06
to Date of Sale _____
Ongoing Per Diem of \$17.05
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 132.00 Prothonotary costs

By W. J. Udren
Prothonotary
Clerk

Date 12/11/06

Received December 11, 2006 @ 3:15 P.M.

Chester A. Wawrzyniak
by Cynthia Butler-Deffenday

COURT OF COMMON PLEAS
NO. 06-63-CD

Mortgage Electronic Registration Systems, Inc.
vs.

Adam S. Riglin
Michelle L. Heverly

WRIT OF EXECUTION

REAL DEBT \$71,811.63

INTEREST \$ _____

from 11/17/06

to Date of Sale

Ongoing Per Diem of \$17.05
to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ 132.00

SHERIFF S

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

5412 Kylertown Drifting Highway
Drifting, PA 16834

Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
(856) 669-5400

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-S08-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantor, of,

BEING KNOWN AS: 5412 KYLERTOWN DRIFTING HIGHWAY
DRIFTING, PA 16834

PROPERTY ID NO.: 110-S08-000-76.2 CONTROL NO.: 110-0-22654

TITLE TO SAID PREMISES IS VESTED IN ADAM S. RIGLIN, INDIVIDUALLY AND MICHELLE L. HEVERLY, INDIVIDUALLY, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP BY DEED FROM DONALD LEE RAYMOND DATED 2/18/04 RECORDED 3/3/04 IN INSTRUMENT NO. 200403175.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ADAM S. RIGLIN

NO. 06-63-CD

NOW, March 19, 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 March 02, 2007, I exposed the within described real estate of Adam S. Riglin And Michelle L. Heverly to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK TRUST COMPANY N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE RESIDENTIAL FUNDING COMPANY, LLC F/K/A RESIDENTIAL FUNDING CORPORATION, ATTORNEY IN FACT (MERS IS ACTING/HAS ACTED AS THE AGENT FOR THE REAL PARTY IN INTEREST OR BENEFICIAL OWNER) he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	19.58
LEVY	15.00
MILEAGE	19.58
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.80
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$244.96

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	71,811.63
INTEREST @ 17.0500 %	1,790.25
FROM 11/17/2006 TO 03/02/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$73,641.88
COSTS:	
ADVERTISING	395.62
TAXES - COLLECTOR	170.67
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	244.96
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,298.75

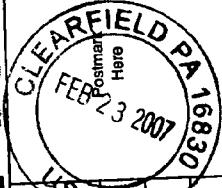
DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

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



Postage	\$.87
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.12

0182 2054 7002 9002

PS Form 3800, June 2002

See Reverse for Instructions

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:

WILLIAM G. TRESSLER, ESQ.
 410 N. ALLEGHENY STREET
 BELLEFONTE, PA 16823

**2. Article Number
 (Transfer from service label)**

7006 0810 0001 4507 2810

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

Signature	
Agent	<input checked="" type="checkbox"/>
Addresssee	<input type="checkbox"/>
B. Received by (Printed Name)	C. Date of Delivery
Legal Ready	02/28/07
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If YES, enter delivery address below:	
WILLIAM G. TRESSLER, ESQ. 410 N. ALLEGHENY STREET BELLEFONTE, PA 16823	

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

WILLIAM G. TRESSLER, ESQ.
 410 N. ALLEGHENY STREET
 BELLEFONTE, PA 16823

Street, Apt. No.:
 or PO Box No.
 City, State, Zip/4

PS Form 3800, June 2002

FILED

MAR 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.
BY: Alan M. Minato, Esquire
ATTY I.D. NO. 75860
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly

Defendants

ATTORNEY FOR PLAINTIFF

FILED NO
M 11/4/08
APR 10 2008
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE
NO. 06-63-CD

**PLAINTIFF' MOTION TO REFORM MORTGAGE, CONFIRM JUDGMENT,
SHERIFF'S SALE AND FOR ISSUANCE OF CORRECTIVE SHERIFF'S DEED**

Plaintiff, by and through its undersigned counsel, Alan M. Minato, Esquire of Udren Law Offices, P.C., moves this Honorable Court for an Order reforming mortgage, confirming judgment and sheriff's sale and issuing a corrective sheriff's deed and in support thereof avers the following:

1. Plaintiff is Mortgage Electronic Registration Systems, Inc. ("MERS").
2. Defendants, Adam S. Riglin and Michelle L. Heverly ("Riglin"), are adult individuals believed to be residing at and the former owners of 5412 Kylertown Drifting Highway, (Cooper Township), Drifting, PA 16834 ("Property").
3. Riglin acquired title to the Property by Deed dated February 18, 2004 from Donald Lee Raymond ("Raymond"), which Deed was recorded on March 3, 2004 in the Clearfield County Recorder of Deeds, Instrument # 200403175 ("Deed 1"). A true and correct copy of Deed 1 is attached hereto as Exhibit "A".

4. As set forth in Deed 1, the Property consisted of 25,500 square feet. *See Exhibit A.*

5. On February 27, 2004, Riglin mortgaged the property to the Plaintiff herein which secured repayment of a Note in the amount of Sixty Thousand Eight Hundred (\$60,800.00) Dollars said Mortgage being recorded on March 3, 2004 in the Washington County Recorder of Deeds, Instrument #20043176. (“**Mortgage**”). A true and correct copy of the Mortgage is attached hereto as Exhibit “B”.

6. Subsequent to the conveyances represented by Deed 1 and the Mortgage, it was noted that Deed 1 contained an erroneous legal description such that the land covered by Deed 1 should have been only contained 14,941 square feet pursuant to a prior subdivision.

7. A land survey was conducted confirming the fact that as a result of a prior subdivision of land, the subject Property only consisted of 14,941 square feet identified as “Tract One”. A true and correct copy of the survey is attached hereto as Exhibit "C".

8. The error in the legal description contained in Deed 1 and the Mortgage is that both Tracts 1 & 2 were incorrectly included in the legal description instead of solely Tract 1. *See Exhibits A-C.*

9. Accordingly, to correct the error in the legal description, Fidelity Closing Services, LLC (title agency) prepared and recorded a Corrective Deed, dated January 11, 2006 from Raymond to Riglin, which Deed was recorded on January 26, 2006 in the Clearfield County Recorder of Deeds, Instrument # 200601300 (“**Deed 2**”). A true and correct copy of Deed 2 is attached hereto as Exhibit "D".

10. As part of its corrective action, Fidelity should have also re-recorded the Mortgage at the time they recorded Deed 2 to simultaneously correct the legal description in the

Mortgage.

11. Due to mistake, inadvertence and/or harmless ministerial error, the legal description attached to the Mortgage contained the wrong square footage which was not corrected at the time the Corrective Deed was prepared and recorded. *See Exhibit B-D.*

12. Subsequently, the legal description utilized in the within foreclosure complaint contained the same erroneous legal description and in turn, the Judgment, Writ of Execution and Sheriff's Deed. A true and correct copy of the Writ of Execution is attached hereto as Exhibit "E".

13. Because of the mistake, inadvertence and/or harmless ministerial error in failing to attach the proper legal description to the Mortgage, Plaintiff may not have a valid lien against the Property as intended.

14. Neither the Defendant nor any third party will not be prejudiced or harmed by the granting of the within relief, as in fact, the relief sought by Plaintiff is for an Order seeking *less* land cover the lien of their former mortgage. It is not as if the Plaintiff is trying to encumber more land than that which was originally described in its mortgage.

15. Plaintiff seeks reformation of its mortgage and subsequent judgment and sheriff's deed to lay consistent with the subdivision and Corrective Deed filed of record. *See Exhibits C and D.*

16. Former owner Raymond is aware of the subject error in the legal description and concurs with the requested relief as set forth in his attached Affidavit. *See Exhibit F.*

17. Accordingly, only Plaintiff is subject to severe prejudice if the within relief is not granted which prejudice far outweighs the underlying mistake, inadvertence and/or harmless error occasioned by the incomplete legal description being attached to the Mortgage at closing.

WHEREFORE, Plaintiff respectfully requests the Honorable Court to:

- a) Reform the Mortgage to reflect the proper legal description of Defendant's property, as more particularly described herein;
- b) Declare that Defendants are bound by the terms and conditions of the Mortgage as if originally executed with the proper legal description;
- c) Declare that the Judgment in Foreclosure and Sheriff's Sale in the instant case are confirmed in all respects;
- d) Direct that the Sheriff of Lawrence County issue a Corrective Deed reflecting the correct legal description.

Respectfully,
UDREN LAW OFFICES, P.C.

By: _____
Alan M. Minato, Esq.
Attorney for Plaintiff

200403175

Warranty Deed

This Indenture

Made this 18th day of February, in the year two thousand four (2004).

Between DONALD LEE RAYMOND, of Cooper Township, Clearfield County, Pennsylvania, party of the first part,

GRANTOR

- and -

ADAM S. RIGLIN, individually, and MICHELLE L. HEVERLY, individually, of Cooper Township, Clearfield County, Pennsylvania, as joint tenants with right of survivorship, parties of the second part;

GRANTEE

Witnesseth, that in consideration of SIXTY-FOUR THOUSAND AND NO/100 (\$64,000.00) DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees, their heirs and assigns;

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-S08-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantor, of,

FIDELITY CLOSING
SERVICES, LLC
341 N. SCIENCE PARK RD.
SUITE 203
STATE COLLEGE, PA 16803

200403175

5

To Have and to Hold the said premises, with all and singular the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the Grantees, their heirs and assigns forever.

And the said Grantor, his heirs, executors, and administrators, do by these presents, covenant, grant and agree to and with the Grantees, their heirs and assigns, that the said Grantor, his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances unto the said Grantees, their heirs and assigns, against the said Grantor, his heirs, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will, by these presents, WARRANT AND SPECIALLY FOREVER DEFEND the property hereby conveyed.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of


(Seal)
Donald Lee Raymond

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Grantees herein is as follows:

5412 Kylertown/Driftng HWY
Driftng, PA 16834


James L. Beale
Attorney or Agent for Grantees

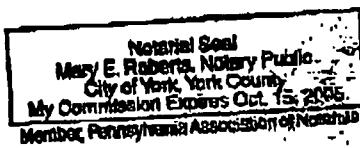
FIDELITY CLOSING
SERVICES, LLC
341 N. SCIENCE PARK RD.
SUITE 200
STATE COLLEGE, PA 16803

200403175

6
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF)

On this, the 18th day of February, 2004, before me, a Notary Public, the undersigned officer, personally appeared DONALD LEE RAYMOND, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary E Roberts



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

RECORDED in the Office of the Recorder in and for said County, in Record Book
Volume No. _____, Page _____

WITNESS my Hand and Official Seal this _____ day of _____, 2004.

Recorder of Deeds

FIDELITY CLOSING
SERVICES, LLC
341 N. SCIENCE PARK RD.
SUITE 202
STATE COLLEGE, PA 16803

3.

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 39186

***RETURN DOCUMENT TO:**
FIDELITY CLOSING SERVICES

Instrument Number - 200601300
Recorded On 1/26/2006 At 11:34:04 AM
* Instrument Type - DEED
* Total Pages - 6
Invoice Number - 142873
* Grantor - RAYMOND, DONALD LEE
* Grantee - RIGLIN, ADAM S
* Customer - FIDELITY CLOSING SERVICES

* FEES
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$15.50
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL. \$31.00

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepaid by:
Fidelity Closing Services, LLC
341 North Science Park Road, Suite 203
State College, PA 16803

Return to:
Fidelity Closing Services, LLC
341 North Science Park Road, Suite 203
State College, PA 16803

CORRECTIVE DEED

Made this 11th day of January, in the year two thousand six (2006).

Between DONALD LEE RAYMOND, an individual, ADAM S. RIGLIN, individually, and MICHELLE L. HEVERLY, individually, of Cooper Township, Clearfield County, Pennsylvania, parties of the first part,

GRANTORS

- and -

ADAM S. RIGLIN, individually, and MICHELLE L. HEVERLY, individually, of Cooper Township, Clearfield County, Pennsylvania, as joint tenants with right of survivorship, parties of the second part;

GRANTEEES

Witnesseth, that in consideration of ONE AND NO/100 (\$1.00) DOLLAR, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs and assigns;

TRACT NO. ONE:

ALL that certain portion of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows, to wit:

BEGINNING at a roof bolt found at the northwest corner of Joseph Couteret Lot at State Highway Route 53; thence coincident with said Joseph Couteret Lot, South 5 degrees 04 minutes 00 seconds West, 283.12 feet to a roof bolt found; thence coincident with Tract Two, North 5 degrees 04 minutes 00 seconds East, 289.04 feet to a PK nail set in a driveway; thence coincident with State Highway Route 53 right-of-way line, North 71 degrees 57 minutes 55 seconds East, 114.75 feet to the place of beginning.

5

CONTAINING 14,941 square feet (.343 acres), surveyed by Gaudlip Engineering, Incorporation, January 31, 2004 and shown on a Final Plan dated February 9, 2004 and attached hereto and made a part of.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

A portion of Parcel Identification Number 110-S08-0-76.2.

ALSO BEING Tract ONE of the premises which Donald Lee Raymond, by Deed dated February 18, 2004 and recorded March 3, 2004 in Clearfield County in Deed Book Instrument Number 200403175, granted and conveyed unto Adam S. Riglin and Michelle L. Heverly, as joint tenants with right of survivorship.

THIS CORRECTIVE DEED IS BEING DONE TO CORRECT THE LEGAL DESCRIPTION IN PRIOR DEED INSTRUMENT NUMBER 200403175, RECORDED 3/3/04 IN CLEARFIELD COUNTY.

THIS IS A CORRECTIVE DEED THEREFORE NO REALTY TRANSFER TAXES ARE DUE.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantors, of, in, to or out of the said premises, and every part and parcel thereof.

To Have and to Hold the said premises, with all and singular the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the Grantees, their heirs and assigns forever.

And the said Grantors, their heirs, executors, and administrators, do by these presents, covenant, grant and agree to and with the Grantees, their heirs and assigns, that the said Grantors, their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances unto the said Grantees, their heirs and assigns, against the said Grantors, their heirs, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will, by these presents, WARRANT AND SPECIALLY FOREVER DEFEND the property hereby conveyed.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

 (Seal)
Donald Lee Raymond

Donald Lee Raymond

 (Seal)
Adam S. Right

Adam S. Right

Michelle L. Beverly (Scal)
Michelle L. Beverly

✓Michelle L. Heverly

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Grantees herein is as follows:

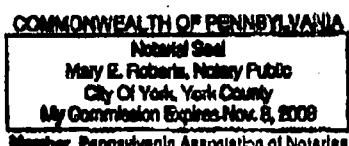
**5412 Kylertown/Drifing HWY
Drifing, PA 16834**

Attorney or Agent for Government:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *YORK*)
ss:

On this, the 11th day of January, 2006, before me, a Notary Public, the undersigned officer, personally appeared **DONALD LEE RAYMOND**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal



Mary C. Lubick

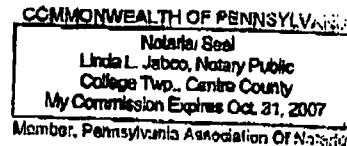
NOTICE TO THE PUBLIC

7.
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Centre)

On this, the 17 day of January, 2006, before me, a Notary Public, the undersigned officer, personally appeared ADAM S. RIGLIN and MICHELLE L. EVERLY, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Linda L. Jelco
Notary Public

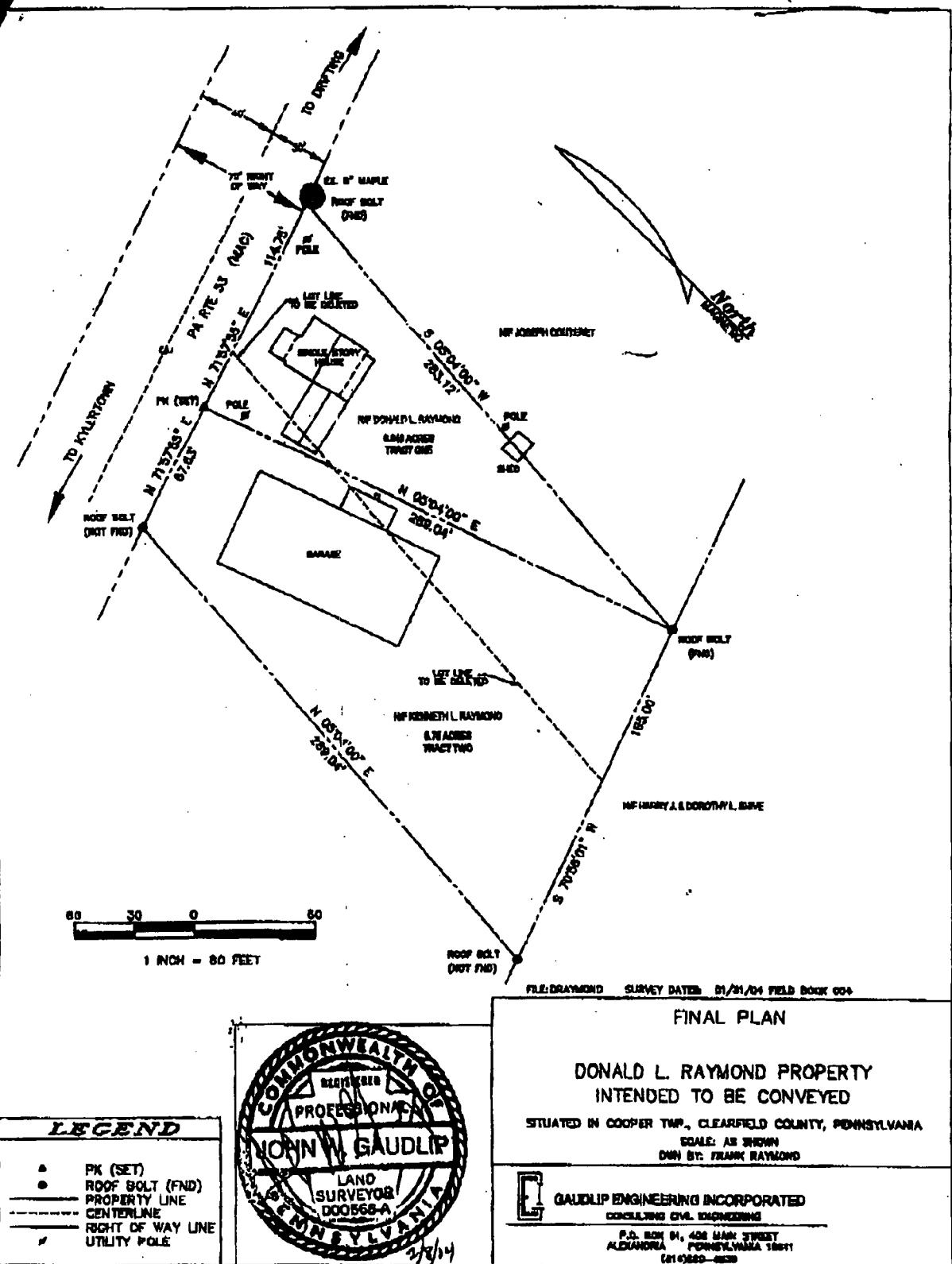


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

RECORDED in the Office of the Recorder in and for said County, in Record Book
Volume No. _____, Page _____.

WITNESS my Hand and Official Seal this day of _____, 2006.

Recorder of Deeds



Station: View7 - 12/29/2008 2:12:20 PM

CLEARFIELD COUNTY

Inst# 200801300 - Page 8

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

7

***RETURN DOCUMENT TO:**
FIDELITY CLOSING SERVICES

Instrument Number - 200403176

Recorded On 3/3/2004 At 2:45:03 PM

* Instrument Type - MORTGAGE

* Total Pages - 22

Invoice Number - 186702

* Mortgagor - RIGLIN, ADAM S

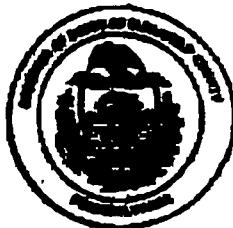
* Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

* Customer - FIDELITY CLOSING SERVICES

*** FEES**

RECORDING FEES -	\$47.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$.50
TOTAL	\$62.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

20040317L

8

Prepared By: **Kingsbridge Financial Network, Inc.**
 9 Sylvan Way, Suite 210
 Parsippany, NJ 07054

PLEASE RETURN TO:

FIDELITY CLOSING SERVICE LLC
341 NORTH SCIENCE PARK ROAD, SUITE 203
STATE COLLEGE PA 16803

Parcel Number: **APN #1: 110-508-000-076.2**
APN #2:

(Type Above This Line For Recording Data)

MORTGAGE

MIN 100062604200188979

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **FEBRUARY 27TH, 2004** together with all Riders to this document.

(B) "Borrower" is
ADAM S. RIGLIN AND MICHELLE L. HEVERLY

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3028 1/01
 MPA770 (7/02) / 042-001889-7

4A(PA) 0706

Page 1 of 16

HLH ASR

VHP MORTGAGE FORMS - (800) 321-0729



200403176

9

EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-808-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

BEING the same premises which became vested in the mortgagors herein by Deed of Donald Lee Raymond, by Deed dated February 18, 2004 and recorded contemporaneous herewith in the Office of the Recorder of Deeds in and for Clearfield County.

10

200403176

(D) "Lender" is HOMECOMINGS FINANCIAL NETWORK, INC.

Lender is a **CORPORATION**
organized and existing under the laws of **DELAWARE**
Lender's address is **9 SYLVAN WAY, SUITE 100**
PARSIPPANY, NJ 07054

PARSIPPANY, NJ 07054
(E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 27TH, 2004
The Note states that Borrower owes Lender SIXTY THOUSAND EIGHT HUNDRED AND NO/100
Dollars

(U.S. \$ 60,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1ST, 2034 .

(F) "Property" means the property that is described below under the heading "Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and any charges due under the Note, and all sums due under this Security Instrument, plus interest.

(8) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

Non-Resident Rider Condominium Rider Second Home Rider

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Balloons Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [specify] _____
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(II) "Charges, Fees, Taxes, and Assessments" means all dues, fees, assessments and other

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

MFPAT7770 (9/02) / 042-001889-7
0000-6A(PA) (0204)

Page 2 of 18

HLH ASR Form 3091 1/81

200403176

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of CLEARFIELD [Name of Recording Jurisdiction]:

Legal description attached hereto and made a part hereof

which currently has the address of
 5412 KYLERTOWN DRIFTING HWY [Street]
 DRIFTING [City], Pennsylvania 16834 [Zip Code]
 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

MFTA7770 (9/02) / 042-001889-7
 000-5A(PA) 02204

Page 3 of 10

Initials: NLH ASK
 Form 3838 1/81

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

James B. Clegg

Adam S. Riegel (Seal)
ADAM S. RIEGLIN Borrower

MICHELLE L. HEVERLY (Seal)
MICHELLE L. HEVERLY Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)

(Seal)

(Seal)

MPA7770 (S/02) / 042-001533-7
SA (PA) p206

Page 16 of 16

Form 302B 1/01

200403176

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27TH day of FEBRUARY, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HOMECOMINGS FINANCIAL NETWORK, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5412 KYLENTOWN DRIFTING HWY DRIFTING, PA 16834

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.3750 changes in the interest rate and the monthly payments, as follows:

% The Note provides for

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 2006, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER (LIBOR Index) - Single Family - Freddie Mac UNIFORM INSTRUMENT

MFCDP13 - (401) / 042-001699-7

04-215R (0008)

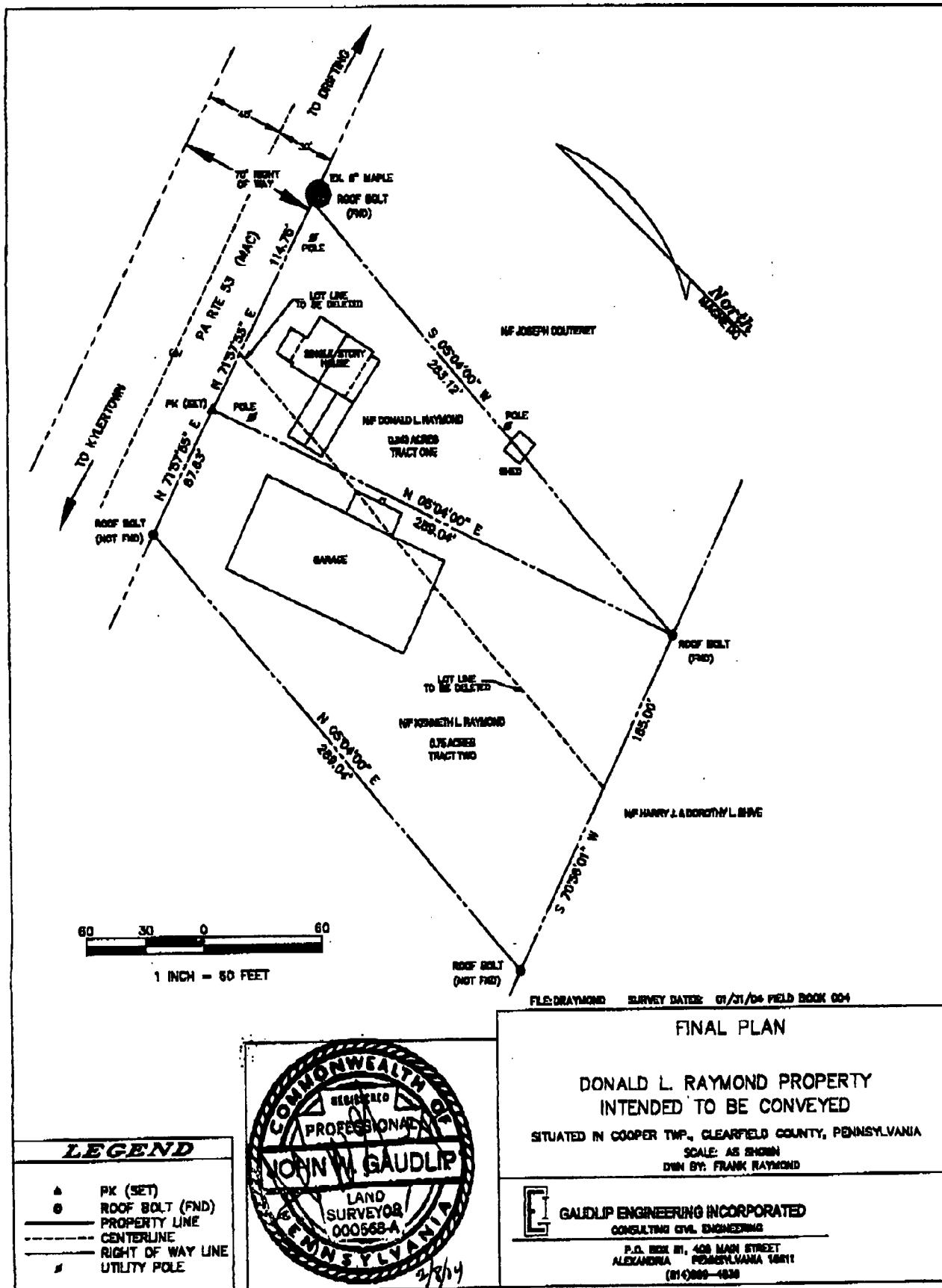
Form 3192 1/01

Page 1 of 4

Initials: MLH ASR

VMP MORTGAGE FORMS - (800)521-7281





Prepaid by:
Fidelity Closing Services, LLC
341 North Science Park Road, Suite 203
State College, PA 16803

Return to:
Fidelity Closing Services, LLC
341 North Science Park Road, Suite 203
State College, PA 16803

CORRECTIVE DEED

Made this 11th day of January, in the year two thousand six (2006).

Between DONALD LEE RAYMOND, an individual, ADAM S. RIGLIN, individually, and MICHELLE L. HEVERLY, individually, of Cooper Township, Clearfield County, Pennsylvania, parties of the first part,

GRANTORS

- and -

ADAM S. RIGLIN, individually, and MICHELLE L. HEVERLY, individually, of Cooper Township, Clearfield County, Pennsylvania, as joint tenants with right of survivorship, parties of the second part;

GRANTEEES

Witnesseth, that in consideration of ONE AND NO/100 (\$1.00) DOLLAR, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs and assigns;

TRACT NO. ONE:

ALL, that certain portion of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows, to wit:

BEGINNING at a roof bolt found at the northwest corner of Joseph Couteret Lot at State Highway Route 53; thence coincident with said Joseph Couteret Lot, South 5 degrees 04 minutes 00 seconds West, 283.12 feet to a roof bolt found; thence coincident with Tract Two, North 5 degrees 04 minutes 00 seconds East, 289.04 feet to a PK nail set in a driveway; thence coincident with State Highway Route 53 right-of-way line, North 71 degrees 57 minutes 55 seconds East, 114.75 feet to the place of beginning.

5.

CONTAINING 14,941 square feet (.343 acres), surveyed by Gaudlip Engineering, incorporation, January 31, 2004 and shown on a Final Plan dated February 9, 2004 and attached hereto and made a part of.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

A portion of Parcel Identification Number 110-S08-0-76.2.

ALSO BEING Tract ONE of the premises which Donald Lee Raymond, by Deed dated February 18, 2004 and recorded March 3, 2004 in Clearfield County in Deed Book Instrument Number 200403175, granted and conveyed unto Adam S. Riglin and Michelle L. Heverly, as joint tenants with right of survivorship.

THIS CORRECTIVE DEED IS BEING DONE TO CORRECT THE LEGAL DESCRIPTION IN PRIOR DEED INSTRUMENT NUMBER 200403175, RECORDED 3/3/04 IN CLEARFIELD COUNTY.

THIS IS A CORRECTIVE DEED THEREFORE NO REALTY TRANSFER TAXES ARE DUE.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantors, of, in, to or out of the said premises, and every part and parcel thereof.

To Have and to Hold the said premises, with all and singular the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the Grantees, their heirs and assigns forever.

And the said Grantors, their heirs, executors, and administrators, do by these presents, covenant, grant and agree to and with the Grantees, their heirs and assigns, that the said Grantors, their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances unto the said Grantees, their heirs and assigns, against the said Grantors, their heirs, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will, by these presents, WARRANT AND SPECIALLY FOREVER DEFEND the property hereby conveyed.

Exhibit E

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-63-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,
you are directed to levy upon and sell the following described

property: 5412 Kylertown Drifting Highway
Drifting, PA 16834
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$71,811.63

Interest From 11/17/06
to Date of Sale _____
Ongoing Per Diem of \$17.05
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 132.00 Prothonotary costs

By Chester A. Hawkins
Prothonotary
Clerk

Date 12/11/06

Received December 11, 2006 @ 3:15 P.M.
Chester A. Hawkins
by Courtney Butler-Aspinwall

ALL that certain parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at the Northwest corner of the Joseph Couteret Lot at State Highway Route #53; thence West with said highway, eighty-five (85) feet to a post; three hundred (300) feet to a post; thence Easterly with lands now or formerly of Herman Folmar, eighty-five (85) feet to the Southwest corner of Joseph Couteret Lots; thence North to State Highway and place of beginning.

CONTAINING 25,500 square feet neat measure.

Parcel Identification Number 110-S08-0-76.2.

BEING the same premises which Martha Raymond and Donald Lee Raymond, her son, by Deed dated May 22, 2002 and recorded September 2, 2003 in Clearfield County in Instrument Number 200315686, granted and conveyed unto Donald Lee Raymond, an individual.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the Grantor, of,

BEING KNOWN AS: 5412 KYLERTOWN DRIFTING HIGHWAY
DRIFTING, PA 16834

PROPERTY ID NO.: 110-S08-000-76.2 CONTROL NO.: 110-0-22654

TITLE TO SAID PREMISES IS VESTED IN ADAM S. RIGLIN, INDIVIDUALLY AND MICHELLE L. HEVERLY, INDIVIDUALLY, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP BY DEED FROM DONALD LEE RAYMOND DATED 2/18/04 RECORDED 3/3/04 IN INSTRUMENT NO. 200403175.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ADAM S. RIGLIN

NO. 06-63-CD

NOW, March 19, 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 March 02, 2007, I exposed the within described real estate of Adam S. Riglin And Michelle L. Heverly to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK TRUST COMPANY N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE RESIDENTIAL FUNDING COMPANY, LLC F/K/A RESIDENTIAL FUNDING CORPORATION, ATTORNEY IN FACT (MERS IS ACTING/HAS ACTED AS THE AGENT FOR THE REAL PARTY IN INTEREST OR BENEFICIAL OWNER) he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	19.58
LEVY	15.00
MILEAGE	19.58
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.80
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$244.96

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	71,811.63
INTEREST @ 17.0500 %	1,790.25
FROM 11/17/2006 TO 03/02/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$73,641.88

COSTS:

ADVERTISING	395.62
TAXES - COLLECTOR	170.67
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	244.96
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,298.75

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 20486

Current balance:

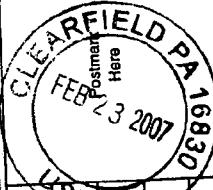
\$0.00

Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
12/21/06	0612211	76775	UDREN LAW OFFICES, PC	Atty Deposit	\$2,460.00	
03/16/07		38182	The Progress	PROG ADV		\$395.62
03/16/07		38183	NILA FORCE	Municipal Taxes		\$170.67
03/16/07		38184	Peter F. Smith, Esq.	Lien Search		\$100.00
03/16/07		38185	William Shaw	Acknowledgement		\$5.00
03/16/07		38186	Karen Starck	Deed Costs		\$30.50
03/16/07		38187	CAROL FOX	Sheriff Fees		\$244.96
03/16/07		38191	Clearfield County Legal Journal	LEGAL J ADV		\$180.00
03/16/07		38192	KIM EBOCH	Mortgage Search		\$40.00
03/16/07		38193	MARK J. UDREN, ESQ.	Atty Refund		\$1,293.25
					\$2,460.00	\$2,460.00

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

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

OFFICIAL USE



OFFICIAL USE																					
For delivery information visit our website at www.usps.com																					
<table border="1"> <tr> <td>Postage</td> <td>\$.87</td> </tr> <tr> <td>Certified Fee</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 5.12</td> </tr> </table>		Postage	\$.87	Certified Fee	<input type="checkbox"/>	Return Receipt Fee (Endorsement Required)	<input type="checkbox"/>	Restricted Delivery Fee (Endorsement Required)	<input type="checkbox"/>	Total Postage & Fees	\$ 5.12										
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Total Postage & Fees	\$ 5.12																				
<table border="1"> <tr> <td>9</td> <td>0</td> <td>5</td> <td>4</td> </tr> <tr> <td>Sent To</td> <td colspan="3">WILLIAM G. TRESSLER, ESQ.</td> </tr> <tr> <td>Street, Apt. No.;</td> <td colspan="3">410 N. ALLEGHENY STREET</td> </tr> <tr> <td>or PO Box No.</td> <td colspan="3">BELLEFONTE, PA 16823</td> </tr> <tr> <td>City, State, Zip/4</td> <td colspan="3"></td> </tr> </table>		9	0	5	4	Sent To	WILLIAM G. TRESSLER, ESQ.			Street, Apt. No.;	410 N. ALLEGHENY STREET			or PO Box No.	BELLEFONTE, PA 16823			City, State, Zip/4			
9	0	5	4																		
Sent To	WILLIAM G. TRESSLER, ESQ.																				
Street, Apt. No.;	410 N. ALLEGHENY STREET																				
or PO Box No.	BELLEFONTE, PA 16823																				
City, State, Zip/4																					
<p>See Reverse for Instructions PS Form 3800, June 2002</p>																					

COMPLETE THIS SECTION ON DELIVERY		
<p>Signature <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>		
<p>B. Received by <input type="checkbox"/> Printed Name <input checked="" type="checkbox"/> Date of Delivery 2007-02-28/09</p>		
<p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/></p>		
<p>1. Article Addressed to:</p> <p>WILLIAM G. TRESSLER, ESQ. 410 N. ALLEGHENY STREET BELLEFONTE, PA 16823</p>		
<p>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.</p>		
<p>4. Restricted Delivery? <input type="checkbox"/> Extra Fee? <input type="checkbox"/> Yes</p>		
<p>2. Article Number <i>(Transfer from service label)</i> 7006 0810 0001 4507 2810</p>		

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

UDREN LAW OFFICES, P.C.
BY: Alan M. Minato, Esquire
ATTY I.D. NO. 75860
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE
NO. 06-63-CD

CERTIFICATION OF DONALD LEE RAYMOND

Donald Lee Raymond, of full age, certifies and says:

1. On February 18, 2004, I sold land known as Tract One of 5412 Kylertown Drifting Highway, (Cooper Township), Drifting, PA 16834 ("Property") to Adam S. Riglin and Michelle L. Heverly.

2. The Deed was recorded on March 3, 2004 in the Clearfield County Recorder of Deeds, Instrument # 200403175 ("Deed 1").

3. Deed 1 set forth the size of the Property as 25,500 square feet. In fact, Deed 1 described both Tract 1 of approximately 14,941 sq. feet and Tract 2 of approximately 10,559 for a total of 25,500 sq. ft. Deed 1 should have only covered Tract 1 (14,941 sq. ft.).

4. I understand that on February 27, 2004, Mr. Riglin and Ms Heverly mortgaged the property to the Plaintiff in this case and it is my understanding with discussions with Fidelity Closing that they erroneously utilized the wrong legal description covering both Tracts 1 and 2.

7. A land survey was later conducted confirming the fact that as a result of a prior subdivision of land, Tract One only consists of 14,941 square feet.

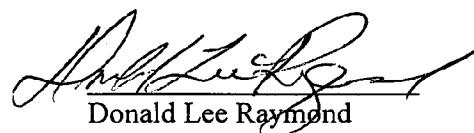
9. With my consent and authorization, Fidelity Closing Services, LLC (title agency) prepared and recorded a Corrective Deed on January 11, 2006 from myself to Mr. Riglin and Ms. Heverly which Deed correctly set for only Tract One.

10. However, I further understand that Fidelity Closing did not also re-record the Mortgage at the time they recorded Deed 2 to correct the legal description contained in the Mortgage.

11. Due to that mistake, the mortgage and subsequent sheriff's deed contains land that was not owned by the Mr. Riglin and Ms Heverly, Tract 2.

12. I understand that the Plaintiff in this case is seeking relief to have the correct legal description accounted for in their mortgage and ultimately, the sheriff's deed and I do not object to the relief that the seek and actually join in the request.

I certify that the foregoing statements made by me are true to the best of my knowledge. I understand that I am subject to punishment for knowingly false statements.



Donald Lee Raymond

UDREN LAW OFFICES, P.C.
BY: Alan M. Minato, Esquire
ATTY I.D. NO. 75860
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings @udren.com

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE
NO. 06-63-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF MOTION
TO REFORM MORTGAGE, CONFIRM JUDGMENT SHERIFF'S SALE
AND ORDER CORRECTIVE SHERIFF'S DEED**

I. STATEMENT OF FACTS

Plaintiff, The Bank of New York Trust Company N.A. as successor to JP Morgan Chase Bank, N.A. as Trustee, Residential Funding Company, LLC f/k/a Residential Funding Corporation, Attorney in Fact (MERS is acting/has acted as the agent for the real property in interest or beneficial owner), hereby reiterates and incorporates by reference the facts of this case as set forth in the accompanying Motion to Reform Mortgage, Confirm Judgment, Sheriff's Sale and Issue Corrective Sheriff's Deed.

II. STATEMENT OF THE QUESTION INVOLVED

Should the legal description of a mortgage be reformed where but for mistake, inadvertence and/or harmless error, the legal description of the premises attached to the mortgage contained the wrong square footage of the property and where the similarly deficient deed was corrected after a survey was performed to confirm the correct legal description?

Suggested Answer: Yes.

Should the corresponding foreclosure judgment, sheriff's sale and sheriff's deed also be corrected in light of the reformed mortgage?

Suggested Answer: Yes.

III. ARGUMENT

Pennsylvania common law is replete with instances of ministerial errors which the Courts have consistently viewed as harmless error and refuse to act in furtherance of the unintended result achieved by the inadvertent errors. Ministerial error has been viewed by Pennsylvania Courts as "irrelevant" in rendering the ultimate decision in a case. *See Resto v. Travelers Insurance Co.*, 34 Pa. D. & C.3d 360 (Pa.Com.Pl. 1984)(plaintiff's failure to specify which Count of a three count complaint constituted trespass was determined to be irrelevant to the Court's decision); *see also, Pennsylvania Co. for Insurances on Lives and Granting Annuities v. Houseman*, 19 A.2d 148, Pa. 1941 (failure to attach bonds and mortgage already of record in prior proceeding to bill, which omission was supplied by answer, were harmless errors); *Com. v. Miller*, 150 A.2d 585 (Pa.Super. 1959)(Court "endeavored to reform ministerial error" in a Petition for Forfeiture); *Balas v. Department of Public Welfare*, 616 A.2d 143 (Pa.Cmwlth. 1992) ("The reason for our holding is that often in cases of technical non-compliance what has occurred is administrative error or mistake. Thus, intent to discriminate could not be shown because it is frequently non-existent."); *Board of Sup'rs of Montgomery Tp. v. Wellington*, 602 A.2d 425 (Pa.Cmwlth.,1992) (inclusion of subject property in wrong district on zoning map sold to public as a result of administrative error on part of township employees, did not operate to amend zoning map or to render so-designated property unzoned).

In the instant case, but for mistake, inadvertence and harmless ministerial error, the wrong square footage of the property was improperly described in the legal description of the subject Mortgage. Because of the mistake, inadvertence and/or harmless ministerial error in failing to attach the proper legal description to the Mortgage, Plaintiff may not have a valid mortgage lien against the Property as intended and may not be able to properly effectuate the mortgage interest in the Property that the parties intended the mortgagee to possess for what amounts to a “cutting and pasting” or typographical error.

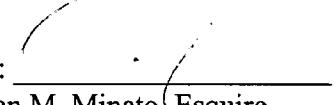
Neither the Defendant nor any third party will not be prejudiced or harmed by the granting of the within relief, as in fact, the relief sought by Plaintiff is for an Order seeking *less* land cover the lien of their former mortgage. It is not as if the Plaintiff is trying to encumber more land than that which was originally described in its mortgage. Only Plaintiff is subject to severe prejudice if the within relief is not granted which potential prejudice far outweighs the underlying mistake, inadvertence and/or harmless error occasioned by the incorrect legal description not being attached to the Mortgage at closing. At this point, Plaintiff merely seeks reformation of its mortgage and subsequent judgment and sheriff’s deed to lay consistent with the subdivision and Corrective Deed filed of record. *See* Exhibits C and D.

V. CONCLUSION

For all of the foregoing reasons, Plaintiff, The Bank of New York Trust Company N.A. as successor to JP Morgan Chase Bank, N.A. as Trustee, Residential Funding Company, LLC f/k/a Residential Funding Corporation, Attorney in Fact (MERS is acting/has acted as the agent for the

real property in interest or beneficial owner), respectfully requests that the Court enter an Order for Relief requested by the Plaintiff herein.

Respectfully submitted,
UDREN LAW OFFICES, P.C.

By: 
Alan M. Minato, Esquire
Attorney for Plaintiff

VERIFICATION

Alan M. Minato, Esquire of Udren Law Offices, P.C., hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this Verification, and that the statements made in the foregoing Motion to Reform Mortgage, Conform Judgment and Sheriff's Sale and for Issuance of Corrective Sheriff's Deed, Memorandum of Law and Memorandum of Law are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. section 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

Alan M. Minato, Esquire
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Alan M. Minato, Esquire
ATTY I.D. NO. 75860
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

v.

Adam S. Riglin, Michelle L. Heverly

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE
NO. 06-63-CD

CERTIFICATE OF SERVICE

I, Alan M. Minato, Esquire, hereby certify that I have served true and correct copies of the attached Motion to Reform Mortgage, Conform Judgment and Sheriff's Sale and for Issuance of Corrective Sheriff's Deed, Memorandum of Law, Notice of Presentment and proposed Order upon the following person named herein at their last known address or their attorney of record.

xxxxxx Regular Mail
 Other (posting of premises)

Date Served: April 9, 2008

TO: Michelle L. Heverly
5412 Kylertown Drifting Highway
Drifting, PA 16834

Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834

Sheriff of Clearfield County
230 East Market Street
Clearfield, PA 16830

William Tressler, Esquire
910 N. Allegheny Street
Bellefonte, PA 16823
Attorney for Adam S. Riglin

UDREN LAW OFFICES, P.C.

By 
Alan M. Minato, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

Mortgage Electronic Registration Systems,
Inc.

MORTGAGE FORECLOSURE
NO. 06-63-CD

Plaintiff

v.

Adam S. Riglin, Michelle L. Heverly

Defendants

RULE TO SHOW CAUSE

AND NOW, this 14th day of APRIL, 2008 upon

consideration of the foregoing Motion to Reform Mortgage, Confirm Judgment and Sheriff's Sale
and for Issuance of Corrective Sheriff's Deed, it is hereby **ORDERED** that:

1. A Rule is issued upon the Respondent to show cause why the Plaintiff is not entitled to the relief requested;
2. Rule Returnable May 9, 2008, 2008 in Courtroom 1.
9:00 A.M.
3. Notice of the entry of this Order shall be provided to all parties by the Plaintiff/Petitioner.

BY THE COURT:


J. Zimmerman

FILED

0 11:00 A.M. 6K
APR 14 2008

1CC ACTY
MINATO

William A. Shaw
Prothonotary/Clerk of Courts

6K

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

Mortgage Electronic
Registration Systems, Inc.
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120

Plaintiffs

v.

Adam S. Riglin
Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834

Defendant(s)

No. 06-63-CD

CERTIFICATION OF ADAM S. RIGLIN

Filed on behalf of Defendant Adam S. Riglin

Counsel of Record for this party:

WILLIAM G. TRESSLER, ESQUIRE
410 North Allegheny Street
Bellefonte, PA 16823
PA Id. No. 61753
(814) 355-3142

FILED
MAY 09 2008
Atty Tressler
Clerk

William A. Shaw
Prothonotary/Clerk of Courts

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

Mortgage Electronic
Registration Systems, Inc.
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiffs
v.
No. 06-63-CD

Adam S. Riglin
Michelle L. Heverly
P.O. Box 177
Drifting, PA 16834
Defendant(s)

CERTIFICATION OF ADAM S. RIGLIN

Adam S. Riglin, of full age, certifies and says:

1. On February 18, 2004, I purchased land known as Tract One of 5412 Kylertown Drifting Highway, (Cooper Township), Drifting, PA 16834 ("Property") from Donald Lee Raymond.
2. The Deed was recorded on March 3, 2004, in the Clearfield County Recorder of Deeds, Instrument #200403175 ("Deed 1").
3. Deed 1 set forth the size of the Property as 25,500 square feet. In fact, Deed 1 described both Tract 1 of approximately 14,941 square feet and Tract 2 of approximately 10,559 square feet, for a total of 25,500 square feet. Deed 1 should have only covered Tract 1 (14,941 square feet).
4. On February 27, 2004, I and Michele L. Heverly mortgaged the property to the Plaintiff in this case and it is my understanding with discussions with Fidelity Closing that they erroneously utilized the wrong legal description covering both Tracts 1 and 2.
5. A land survey was later conducted confirming the fact that as a result of a prior subdivision of land, Tract 1 only consists of 14,941 square feet.

6. Fidelity Closing Services, LLC (title agency) prepared and recorded a Corrective Deed on January 11, 2006, from Donald Lee Raymond to myself and Michele L. Heverly, which Deed correctly set forth only Tract 1.

7. However, I further understand that the title agency did not also re-record the Mortgage at the time they recorded Deed 2 to correct the legal description contained in the Mortgage.

8. Due to the error, omission or mistake by the title agency, the mortgage and subsequent Sheriff's Deed contains land that was not owned by myself and Michele L. Heverly, namely Tract 2.

9. I understand that the Plaintiff in this case is seeking relief to have the correct legal description accounted for in their mortgage and ultimately, the Sheriff's Deed.

10. I do not object to the relief sought by Plaintiff and I join in Plaintiff's request.

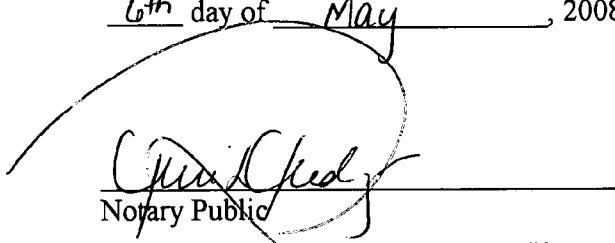
11. I do not however waive any cause of action between myself and the title agency and I do not waive any defenses for any action brought against me by Plaintiff pursuant to the promissory note that accompanied the mortgage between myself and Plaintiff



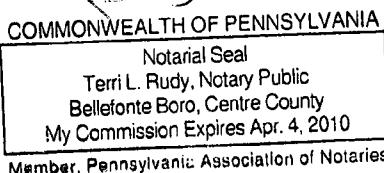
Adam S. Riglin

Sworn and subscribed to me on this

6th day of May, 2008.



Notary Public



FILED

MAY 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-CIVIL DIVISION

Mortgage Electronic Registration Systems,
Inc.

NO. 06-63-CD

Plaintiff

v.

Adam S. Riglin
Michelle L. Heverly

Defendants

FILED 3cc
019-3484 Atty Lhota
MAY 09 2008
60

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this

9th

day of

May

, 2008,

upon consideration of Plaintiff's Motion for Mortgage Reformation, Conformation of Judgment and Sheriff's Sale and Corrective Sheriff's Deed Poll, and any response thereto, it is hereby

ORDERED AND DECREED that:

1. The Mortgage given by Adam S. Riglin and Michelle L. Heverly, dated February 27, 2004, and recorded on March 3, 2004 in the Recorder's Office of Clearfield County, Instrument # 200403176, is reformed to include the complete and accurate legal description as more particularly described herein, with respect to the premises located at 5412 Kylertown Drifting Highway, (Township of Cooper), Drifting, PA 16834.

2. Defendants, Adam S. Riglin and Michelle L. Heverly, are bound by the terms and conditions of the Mortgage as if originally executed with the proper legal description;

3. The Mortgage as reformed is valid and enforceable in all respects as of the date of its original recording, March 3, 2004, for purposes of lien priority and all other rights and privileges granted thereto.

4. The judgment in foreclosure entered on December 11, 2006 is confirmed in all respects.

5. The Sheriff's Sale of said premises conducted on March 7, 2007 is confirmed in all respects.

6. The Clearfield Sheriff's Office is directed to issue a Corrective Deed to include the following legal description:

TRACT NO. ONE:

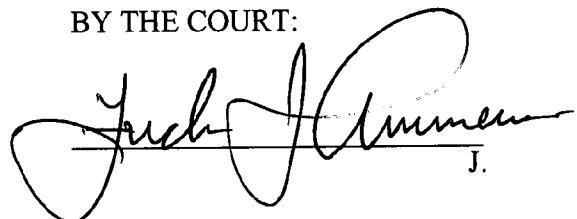
ALL that certain portion of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, which is bounded and described as follows, to wit:

BEGINNING at a roof bolt found at the northwest corner of Joseph Couteret Lot at State Highway Route 53; thence coincident with said Joseph Couteret Lot, South 5 degrees 04 minutes 00 seconds West, 283.12 feet to a roof bolt found; thence coincident with Tract Two, North 5 degrees 04 minutes 00 seconds East, 289.04 feet to a PK nail set in a driveway; thence coincident with State Highway Route 53 right-of-way line, North 71 degrees 57 minutes 55 seconds East, 114.75 feet to the place of beginning.

CONTAINING 14,941 square feet (.343 acres), surveyed by Gaudlip Engineering, Incorporation, January 31, 2004 and shown on a Final Plan dated February 9, 2004 and attached hereto and made a part of.

7. The Recorder's Office of Clearfield County shall accept a copy of this Order granting relief and indexing this Order in the same manner as a mortgage.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Judge J. C. Gaudlip". The signature is fluid and cursive, with "Judge" and "J. C. Gaudlip" being the most distinct parts. A small period is at the end of the signature.

J.

FILED

MAY 09 2008

William A. Shaw
Prothonotary/Clerk of Courts