

06-636-CD
M&T Bank vs Michael Kerlin et al

2006-636-CD
M&T Bank et al vs Michael Kerlin et al

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

No. 06-636-CD

vs.

COMPLAINT IN MORTGAGE
FORECLOSURE

MICHAEL J. KERLIN AND
MELANIE D. KERLIN AKA
MELANIE D. CARTWRIGHT,

Defendants.

FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

CERTIFICATE OF ADDRESS:

2107 MORRISDALE ALLPORT HIGHWAY a/k/a
RR BOX 268
MORRIS TOWNSHIP
PARCEL NO124.0-Q11-000-00064

BERNSTEIN FILE NO. F0053876

FILED Atty pd.
M 10:53 AM 85.00
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William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO.

vs.

MICHAEL J. KERLIN AND
MELANIE D. KERLIN AKA
MELANIE D. CARTWRIGHT,

Defendants.

NOTICE TO DEFEND

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 upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. M & T BANK successor in interest to Keystone Financial Bank, is a corporation with offices at 1100 Wehrle Drive, 2nd Floor, Williamsville, NY 14221 and is hereinafter referred to as "Plaintiff".
2. Defendants are adult individuals who reside at 2107 Morrisdale Allport Hwy, Phillipsburg, Clearfield County, Pennsylvania 16866.
3. On or about November 26, 1999 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds at Instrument #199919634. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note, a copy of which is attached hereto along with any subsequent modifications made by the defendants, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.
6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about November 5, 2004 Notice of Homeowner's Emergency Act of 1983 was sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notice. Said Notice Further advised Defendants of Defendants' rights and obligations in accordance with said Acts. A copy of said notices are attached hereto marked Exhibit "3" and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$49,984.94.

9. Plaintiff is entitled to interest at the rate of 9.49% percent per annum. Interest due from July 28, 2004 through and including March 24, 2006 amounts to \$8,666.38.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$1,665.00

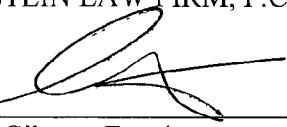
11. Plaintiff is entitled to late charges of 3% of the monthly payment of principal and interest per month for a total of \$90.00 as of March 24, 2006.

12. By the terms of the aforementioned mortgage, Plaintiff is entitled to collect its reasonable attorneys' fees, which currently are \$1,100.00 and which will increase at the rate of \$150.00 per hour depending on the extent of litigation required.

13. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed and refused to pay the aforesaid balance, interest, escrow advances, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants in the amount of \$61,506.32 with continuing interest and late charges through March 24, 2006, at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By: 

Lori A. Gibson, Esquire
Attorneys for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

BERNSTEIN FILE NO. F0053876

MORTGAGE

18-# 37901120016

THIS MORTGAGE, dated November 26, 1999, is between you, MICHAEL J. KERLIN and MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT, residing at RR 4 BOX 258 PHILIPSBURG PA 16866

the person or persons signing as "Mortgagor" below and us,

Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105, the "Mortgagee".

MORTGAGED PREMISES: You mortgage, grant and convey to us, the premises, located at

RR 4 BOX 258 PHILIPSBURG PA 16866

Street: MORRIS Township/City/Municipality/Borough: CLEARFIELD County: Pennsylvania Block No.: Lot No.: (to: Premises)

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the CLEARFIELD

County Office for the Recording of Deeds, in Deed Book 1825, Page 255.

Tax Parcel Number (or other Uniform Parcel Identifier, if any): 124-011-64 If checked, on the reverse side, the

Premises includes all buildings and other improvements now or later on the premises and any rights or interest which derive from your ownership, use or possession of the Premises.

LOAN: The Mortgagor will secure our loan to MICHAEL J. KERLIN and MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT (whether one or more persons called the "Borrower"), in the principal amount of \$155,850.00, plus interest and costs, all of

which the Borrower must repay according to a note or agreement (the "Note") dated November 26, 1999. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

TAXES: You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s), except for normal repairs. You will not tear the building(s) down without first getting our consent. You will use the Premises legally or for hire.

INSURANCE: You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as the insured. This means that we will receive payment on all insurance claims. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss with the insurer if you shall not fall or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage but only if we reasonably believe the insurance proceeds are sufficient for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sum the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay insurance rates or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you owe us to pay the insurance premium. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Perceived Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer, mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage, or under any other Mortgage on the Premises, is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not receive the difference unless we also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rents and income, including overdue rental payments; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes directly from tenants; (ii) manage the Premises and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes directly from tenants; (iii) manage the Premises and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in the costs of collecting rental payments and of managing the Premises, and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

WAIVERS: If we declare a default under this Mortgage, you waive your rights arising under all appraisement, stay and exemption laws. These rights may (i) be for your benefit or ours; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the Premises, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

BINDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

GENERAL: We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

Michael J. Kerlin
Signature of Mortgagor MICHAEL J. KERLIN
Seal of Mortgagor

Melanie D. Kerlin
Signature of Mortgagor MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT
Seal of Mortgagor

EXHIBIT

PAGE

1 OF 4

PAGES

18 # 37901120016

DESCRIPTION OF PREMISES
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On this the 26th day of November, 1999, before me, Mary Ann Crowell, the undersigned officer, personally appeared Michael J. and Melanie D. Kerlin, known to me (or satisfactorily proven to be the person(s) whose name(s) are _____), subscribed as Owner to the instrument, and acknowledged that they executed the same for the purpose herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

Mary Ann Crowell
Title of Officer

I certify that the within named MORTGAGEE, Keystone Financial Bank, N.A., resides at

One Keystone Plaza Harrisburg Dauphin 17105
Street City/Municipality County Zip Code

Signature: *Mary Ann Crowell*

Agent on behalf of Mortgagor

**COMMONWEALTH
OF
PENNSYLVANIA**

**MORTGAGE
FROM**

**MICHAEL J KERLIN
MELANIE D KERLIN AKA MELANIE D CARTWRIGHT
RR 4, BOX 268 PHILIPSBURG PA 16866**

Mortgagor

**KEYSTONE FINANCIAL BANK, N.A.
One Keystone Plaza
Harrisburg, PA 17105**

**Insert Name(s) of Mortgagor(s)
TO**

Recorder - Please return to:

**Keystone Financial Bank, N.A.
130 Court St.
Williamsport, PA 17701**

ORIGINAL 2 OF 2

MORTGAGE

18 # 37901120016

THIS MORTGAGE, dated November 26, 1999, is between you, MICHAEL J. KERLIN and MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT, residing at RR 4 BOX 268 PHILIPSBURG PA 16866

the person or persons signing as "Mortgagor" below, and us,

Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105 the "Mortgage ADDITION TO FILE"

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at

RR 4 BOX 268 PHILIPSBURG PA 16866

Street: **MORRIS** Township / City / Municipality / Borough: **CLEARFIELD** County: **Pennsylvania** (the "Premises")

Block No.: **255** Lot No.: **1** (the "Premises")

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the **CLEARFIELD**

County Office for the Recording of Deeds, in Deed Book 1825, Page(s) 255, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 124-0111-64

Promises: You promise to pay to us the sum of \$57,850.00, plus interest and costs, all of

whether one or more persons called the "Borrower" in the principal amount of \$57,850.00, plus interest and costs, all of

which the Borrower must repay according to a note or agreement (the "Note") dated November 26, 1999.

The Note will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals,

amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

TAXES: You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not

claim any credit on, or make reduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon

request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for

normal repairs. You will not let the building(s) down without first getting our consent. You will not use the Premises illegally or for

INSURANCE: You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. Your

insurance policies must be for at least the amounts and the

may choose the insurance company, but your choice is subject to our reasonable approval. The policies must name us as

time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as

loss-payed. This means that we will receive payment on all insurance claims to the extent of our interest under this Mortgage before you. It must

also provide that we be given, not less than 10 days prior written notice of any cancellation or reduction in coverage. For any reason, upon request,

you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately

notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf. You shall not refuse to do so. We may also sign

you in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf. You shall not refuse to do so. We may also sign

your name to any check, draft or other order for the payment of insurance proceeds. In the event of loss or damage to the Premises, if we receive

payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are

adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and pay your expense in doing whatever we believe is necessary to

perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such

costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in

the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in

good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. If we receive any

replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount no greater than what the Borrower owes on

the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual

Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises in whole or in part, without our prior

written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may

add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under

any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that

we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive

from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In

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addition, we may (i) enter on and take possession of the Premises, (ii) lease and collect the rental payments, (iii) pay any part of the rental payments to pay taxes

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DESCRIPTION OF PREMISES
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

WAREN L. STROCK
REGISTER AND RECORDER
CHARGEABLE COUNT
TAXES GO

INSTRUMENT NUMBER
15-919-63

RECORDED ON
10/25/97
15-343-FH

RECORDING FEES
RECORDED
COUNT IMPROVEMENT
FUND
RECORDER
IMPROVEMENT FUND
STATE PROPERTY
TOTAL

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On the 26th day of November 1997 before me, Mary Ann Crowell, known to me or was factually proved to the undersigned officer personally appeared Michael J. and Melanie D. Kerlin, who subscribed as Owner to the instrument and acknowledged that be the Person(s) whose name(s) are Michael J. and Melanie D. Kerlin and executed the same for the purpose herein contained and desired to be recorded as aforesaid.

They executed the same for the purpose herein contained and desired to be recorded as aforesaid.

IN WITNESS WHEREOF I have hereunto set my hand and official seal. My Commission Expires

Title of Officer

I certify that the within named MORTGAGEE

One Keystone Plaza
Street

Signature

Agent on behalf of Mortgagor

Keystone Financial Bank, N.A.

Harrisburg

City/Municipality

Dauphin

County

17105

Zip Code

**COMMONWEALTH
OF
PENNSYLVANIA**

**MORTGAGE
FROM**

MICHAEL J. KERLIN
MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT
RR 4 BOX 268 PHILIPSBURG PA 16866

Mortgagor

KEYSTONE FINANCIAL BANK, N.A.
One Keystone Plaza
Harrisburg, PA 17105

Insert Name(s) of Mortgagor(s)

TO

Recorder - Please return to
Keystone Financial Bank, N.A.
130 Court St.
Williamsport, PA 17701

ORIGINAL 24 PGS

MORTCLIP/A 15-99

NOTE AND SECURITY AGREEMENT Dated November 26, 1999

ANNUAL FINANCE AMOUNT FINANCED
PERCENTAGE CHARGE The dollar amount the
RATE credit will cost you
The cost of your credit
as a yearly rate

09.99 % \$ 57,155.73 \$ 61,755.87

Your Payment Schedule will be:

Number of Payments Amount of Payments

180 \$ 660.62

NOTICE:

18 # 37901120016
for separate itemization of Amount Financed
itemization of Amount Financed

Total Principal Amount \$ 57,850.00
Amount Financed \$ 61,755.87
Amount given to you directly \$ 5,000.00
Amount paid on your account \$ 0.00

Amount paid to others on your behalf
to public officials \$ 31.00

to insurance company \$ 3,905.87

DISCOVER CARD \$ 2,371.43

CITIBANK MC \$ 3,852.80

INBDC \$ 41,034.15

Security: You are giving a security interest in:

its goods or property being purchased

(brief description of other property)

RR 4 BOX 268 PHILIPSBURG PA 16866

Filing Fees \$ 15.50

Late Charge: If a payment is not made within 15 days of its due date, you will be charged the lesser of 3% of the payment, or \$25.00, but in no event will the late charge be less than \$10.00.

Prepayment: If you pay off early, you will not have to pay a penalty. See your contract documents for any additional information about nonpayment, default, any required repayment in full, prepay the scheduled date, and prepayment refunds and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You and the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note. YOU PROMISE: To Pay to Keystone Financial Bank, N.A., One Keystone Plaza, Harrisburg, PA 17105, or to our order, at any of our offices, the Amount Financed, plus interest, charges and interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due monthly, on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part of the balance due at any time without penalty or premium.

Security Agreements: As security for the prompt payment of the sums you owe and the prompt performance of your promises in this Note, you and all the "Co-Signers" signing below grant us:

(i) a security interest in the following personal property, and its equipment and accessories:

1.

2.

3.

4.

Our security interest includes parts, called "accessories," added to the personal property at any later time.

(ii) a Mortgage upon

RR 4 BOX 268 PHILIPSBURG PA 16866

All the property which secures this Note is called the "Collateral." Our rights and other responsibilities regarding any personal property Collateral are provided in the Security Agreement, which is attached to the reverse side. Our rights in any real property Collateral are explained in the Mortgage. In this agreement, you and your co-signers and join with us in signing and filing documents and in taking any necessary and proper steps to perfect, maintain perfection of, and satisfy any security interest in the Collateral.

NEITHER REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE THIS NOTE IS UNSECURED.

CREDIT INSURANCE IS NOT REQUIRED! Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance and Single Credit Unemployment Insurance are available to the one Borrower signing for insurance below. John Credit Life Insurance is available to both Borrowers signing for such insurance below. No credit insurance will be provided unless the appropriate agreement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the Amount Financed.

By signing, you want Single Credit Life Insurance, which costs \$ 3,905.87

By signing, you want Single Credit Accident & Health Insurance, which costs \$ N/A

By signing, you want Single Credit Unemployment Insurance, which costs \$ N/A

By signing, you want John Credit Life Insurance, which costs \$ N/A

By signing, you want John Credit Accident & Health Insurance, which costs \$ N/A

What is your age? 24 Years

Signature of Borrower to be insured for Single Credit Life Insurance

Signature of Borrower to be insured for Single Credit Accident & Health Insurance

Signature of Borrower to be insured for Single Credit Unemployment Insurance

Signature of Borrower to be insured for John Credit Life Insurance

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Signature of Borrower to be insured for John Credit Life

JOSEPH J. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY)
NICHOLAS D. KRAWEC (PA, NC, OH)
LORI A. GIBSON (PA)

BERNSTEIN
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WV)
JON A. MCKECHNIE (PA)
EDWARD G. WEHRENBERG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

Melanie D. Kerlin
2107 Morrisdale/Allport Hwy
Phillipsburg, PA 16866

November 5, 2004

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

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 INMEDIATAMENTE LLAMANDO 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.

EXHIBIT 3

HOME OWNER'S NAME(S): Melanie D. Kerlin
PROPERTY ADDRESS: 2107 Morrisdale/Allport Hwy., Phillipsburg, PA 16866
LOAN ACCT. NO. 88536550001
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA
CURRENT LENDER/SERVICER M&T BANK

HOME OWNER'S 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 HOME OWNER'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 agency 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 country 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.

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

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

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Alport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain/itemize): TITLE SEARCH \$130.00
ATTORNEY FEE: 50.00

TOTAL AMOUNT PAST DUE: \$4,943.07

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, 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: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221

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

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender 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) DAYS 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 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T BANK

Address: 1100 WEHRL DRIVE, 2ND FLOOR, WILLIAMSVILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

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

ASSUMPTION OF MORTGAGE--You may or X may not (CHECK ONE) 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX #(814) 539-1688

Indiana County Community
Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX #(412) 465-5118

Consumer Credit Counseling Service of
Western Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, PA
(814) 696-3546

NOTICE

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,
BERNSTEIN LAW FIRM, P.C.

Jeanne A. Nichosen
Jeanne A. Nichosen, Paralegal
DIRECT DIAL: 412-456-8119
BERNSTEIN FILE NO F0038730

JOSEPH J. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY)
NICHOLAS D. KRAWEC (PA, NC, OH)
LORI A. GIBSON (PA)

BERNSTEIN
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WV)
JON A. MCKECHNIE (PA)
EDWARD G. WEHRENBERG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135
WWW.BERNSTEINLAW.COM

Michael J. Kerlin
2107 Morrisdale/Allport Hwy
Phillipsburg, PA 16866

November 5, 2004

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

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 HOME OWNER'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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT 3

HOMEOWNER'S NAME(S): Michael J. Kerlin
PROPERTY ADDRESS: 2107 Morrisdale/ Airport Hwy., Phillipsburg, PA 16866
LOAN ACCT. NO. 88536550001
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA
CURRENT LENDER/SERVICER M&T BANK

HOMEOWNER'S 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 agency 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 country 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.

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

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

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain/itemize): TITLE SEARCH \$130.00
ATTORNEY FEE: 50.00

TOTAL AMOUNT PAST DUE: \$4,943.07

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, 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: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221

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

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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 3 months after 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:

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Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

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

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TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX #(814) 539-1688

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX #(412) 465-5118

Consumer Credit Counseling Service of
Western Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, PA
(814) 696-3546

NOTICE

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Very truly yours,
BERNSTEIN LAW FIRM, P.C.

Jeanne A. Nichoken
Jeanne A. Nichoken, Paralegal
DIRECT DIAL: 412-456-8119
BERNSTEIN FILE NO F0038730

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he\she is the Banking Officer for the Plaintiff herein, that he\she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his\her knowledge, information and belief.

Barbara Mante
AUTHORIZED SIGNER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101474
NO: 06-636-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA
VS.
DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT

SHERIFF RETURN

NOW, May 17, 2006 AT 9:58 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL J. KERLIN DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL J. KERLIN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
012:22 PM
MAY 19 2006
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101474
NO: 06-636-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA
VS.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT

SHERIFF RETURN

NOW, May 17, 2006 AT 6:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT DEFENDANT AT 6356 MORRISDALE ALLPORT HWY., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELANIE KERLIN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101474
NO: 06-636-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA
vs.
DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	36366	20.00
SHERIFF HAWKINS	BERNSTEIN	36366	59.71

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED

MAY 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA.,

Plaintiff,

No. 06-636-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470

Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN FILE NO. F0053876

FILED Atty pd. 20.00
7/17/06 Notice to
JUL 17 2006 Defs.

William A. Shaw Statement to
Prothonotary/Clerk of Courts, Atty

(6K)

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA.,

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendants above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$61,562.19, plus continuing interest at the rate of 9.490 % per annum, late charges and escrow and corporate advances on the declining balance computed as follows:

Amount claimed in Complaint	\$61,506.32
Interest from 3/25/09 to 6/15/06 @ 9.490% on \$49,984.94	\$ 1,079.00
Late charges from 3/25/06 to 6/15/06 @ 3% of \$660.62	\$ 59.43
 Total	 \$62,644.75

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

BERNSTEIN LAW FIRM, P.C.

By: 
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219

Defendants: 2107 Morrisdale Allport Hwy, Philipsburg, PA 16866 & P.O. Box 78, Lanse, PA 16849 & 6356 Morrisdale Hwy, Morrisdale, PA 16858

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

IMPORTANT NOTICE

TO: Melanie Kerlin a/k/a
Melanie D. Cartwright
6356 Morrisdale Allport Hwy
Morrisdale, PA 16858

Date of Notice: June 16, 2006

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Lori A. Gibson, Esquire
Lori A. Gibson
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

IMPORTANT NOTICE

TO: Michael Kerlin
P.O. Box 78
Lanse, PA 16849

Date of Notice: June 14, 2006

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Lori A. Gibson, Esquire
Lori A. Gibson
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

IMPORTANT NOTICE

TO: Melanie Kerlin a/k/a
Melanie D. Cartwright
2107 Morrisdale Allport Hwy
Philipsburg PA 16866

Date of Notice: June 14, 2006

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Lori A. Gibson, Esquire
Lori A. Gibson
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

IMPORTANT NOTICE

TO: Michael Kerlin
2107 Morrisdale Allport Hwy
Philipsburg PA 16866

Date of Notice: June 8, 2006

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

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P.O. Box 186
Harrisburg, PA 17108
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Bernstein Law Firm, P.C.

By: /s/Lori A. Gibson, Esquire
Lori A. Gibson
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

Department of Defense Manpower Data Center

JUN-14-2006 06:19:24



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
KERLIN	Michael		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Robert J. Brandewie, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

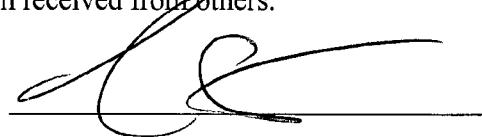
WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: GXNAGBHFIH

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not active members of the Armed Forces of the United States or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"). The undersigned further states that if said party is engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, appearing to read "J. S. [Signature]". It is written in a cursive style with a horizontal line underneath it.

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA.,

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 7/17/06.

Assumpsit Judgment in the amount
of \$62,644.75 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By:

Willie L. Shanahan
PROTHONOTARY (OR DEPUTY)

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA.,

Plaintiff,

vs.

Civil Action No. 06-636-CD



CC.Y

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

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be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By: Walt L. Chapman
PROTHONOTARY (OR DEPUTY)

MICHAEL J. KERLIN
P.O. Box 78
Lanse, PA 16849

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA.,

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 7/17/10.

Assumpsit Judgment in the amount
of \$62,644.75 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By: W. L. Hargan
PROTHONOTARY (OR DEPUTY)

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA.,

Plaintiff,

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 7/17/06.

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of \$62,644.75 plus costs.

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If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By: Willie L. Chapman
PROTHONOTARY (OR DEPUTY)

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

cc: y

M & T Bank
Keystone Financial Bank, NA
Plaintiff(s)

No.: 2006-00636-CD

Real Debt: \$62,644.75

Atty's Comm: \$

Vs.

Costs: \$

Michael J. Kerlin
Melanie D. Kerlin
Defendant(s)

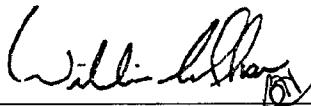
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 17, 2006

Expires: July 17, 2011

Certified from the record this 17th day of July, 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

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

Civil Action No. 06-636-CD

vs.

PRAECIPE FOR WRIT
OF EXECUTION IN
MORTGAGE FORECLOSURE

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
DEBORAH R. ERBSTein, ESQ.
PA I.D. #86470
ROBERT S. BERNSTEIN, ESQ.
PA I.D. #34308

Bernstein Law Firm P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

CERTIFICATE OF ADDRESS:
2107 Morrisdale Allport Highway
Philipsburg, PA 16866
Morris Township
Tax Parcel #124.0-Q11-000-00064

BERNSTEIN FILE NO. F0053876

FILED *Atty pd.* *20.00*
M19.5751 *JUL 17 2006* *1CC-6 wnts*
wl prop desc.
William A. Shaw *to Shaff*
Prothonotary/Clerk of Courts
(60)

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:

2. against MICHAEL J. KERLIN AND MELANIE KERLIN AKA MELANIE D. CARTWRIGHT

Defendants:

3. JUDGMENT	\$62,644.75
Interest from: 2/21/06 to 8/31/06 @ 9.490% per annum on \$49,984.94	\$ 1,001.00
Late charges from: 2/21/06 to 8/31/06 @ 5% per month on \$660.62	\$ 39.62
Attorney fees	\$ 1,613.19
SUBTOTAL:	\$65,298.56
Costs (to be added by Prothonotary):	\$ 125.00 Prothonotary costs

Date: 6-29-06

BERNSTEIN LAW FIRM, P.C.

By: 

Attorney for Plaintiff(s)

2200 Gulf Tower

Pittsburgh, PA 15219

BERNSTEIN FILE NO. F0053876

PROBATE COURT CASES

FILED

JUL 17 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

Civil Action No. 06-636-CD

vs.

AFFIDAVIT OF COMPLIANCE
WITH ACT 91

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
DEBORAH R. ERBSTEIN, ESQ.
PA I.D. #86470
ROBERT S. BERNSTEIN, ESQ.
PA I.D. #34308

Bernstein Law Firm, P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

DIRECT DIAL (412) 456-8111

BERNSTEIN FILE NO. F0053876

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

AFFIDAVIT OF COMPLIANCE WITH ACT 91

Before me, the undersigned authority, personally appeared LORI A. BOST, Esquire,
who, being duly sworn according to law, deposes and says that:

1. He/She is the attorney for the Plaintiff:
2. That we have complied with the terms of House Bill 500 which requires the sending of Act 91

Notices.

Sworn to and subscribed
before me this 5th day
of July, 2006
Cheryll A. Bauer
Notary Public

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

Civil Action No. 06-636-CD

vs.

AFFIDAVIT PURSUANT
TO RULE 3129.1

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
DEBORAH R. ERBSTEIN, ESQ.
PA I.D. #86470
ROBERT S. BERNSTEIN, ESQ.
PA I.D. #34308

Bernstein Law Firm, P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

DIRECT DIAL (412) 456-8111

BERNSTEIN FILE NO. F0053876

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

AFFIDAVIT PURSUANT TO RULE 3129.1

M & T BANK successor in interest to KEYSTONE Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 2107 Morrisdale Allport Highway, Philipsburg, PA 16866 (see Deed description attached):

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

Michael J. Kerlin
P.O. Box 78
Lanse, PA 16849

Melanie Kerlin aka Melanie D. Cartwright
2107 Morrisdale Allport Highway
Philipsburg, PA 16866

Michael J. Kerlin
2107 Morrisdale Allport Highway
Philipsburg, PA 16866

Melanie Kerlin aka Melanie D. Cartwright
6356 Morrisdale Allport Highway
Philipsburg, PA 16866

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

Michael J. Kerlin
P.O. Box 78
Lanse, PA 16849

Melanie Kerlin aka Melanie D. Cartwright
2107 Morrisdale Allport Highway
Philipsburg, PA 16866

Michael J. Kerlin
2107 Morrisdale Allport Highway
Philipsburg, PA 16866

Melanie Kerlin aka Melanie D. Cartwright
6356 Morrisdale Allport Highway
Philipsburg, PA 16866

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

M & T Bank successor in interest to Keystone Financial Bank, NA
c/o Bernstein Law Firm, P.C.
2200 Gulf Tower
Pittsburgh, PA 15219

Mitchell P. Christoff Petroleum
131 Rolling Stone Road, P.O. Box 210
Kylertown, PA 16847

Commonwealth Financial Systems
120 N1 Keyser Avenue
Scranton, PA 18504

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

M & T Bank successor in interest to Keystone Financial Bank, NA
c/o Bernstein Law Firm, P.C.
2200 Gulf Tower
Pittsburgh, PA 15219

Pennsylvania Housing Finance Agency
2101 North Front Street, P.O. Box 8029
Harrisburg, PA 17105

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

UNKNOWN

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:

UNKNOWN

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:

Clearfield County Tax Bureau
230 East Market Street
Clearfield, PA 16830

Morris Township
1189 Oak Grove Road

Morrisdale, PA 16858-9308

West Branch Area School District
356 Allport Cutoff
Morrisdale, PA 16858

Morris Township Municipal Authority
P.O. Box 121
Allport, PA 16821

Pennsylvania American Water
P.O. Box 578
Alton, IL 62002

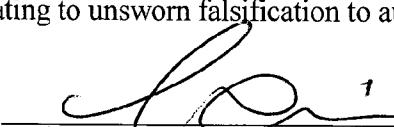
Child Custody Enforcement Authority
P.O. Box 361
Clearfield, PA 16830

Pennsylvania Department of Revenue
Inheritance Tax Division, Bureau of Individual Taxes
Dept 280601
Harrisburg, PA 17128-0601

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

6-29-01

Date



Attorney for Plaintiff

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

DEED DESCRIPTION

All the right, title, interest and claim of Michael J. Kerlin and Melanie Kerlin aka Melanie D. Cartwright, of, in and to

ALL that certain piece or parcel of land situated in the Township of Morris, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the West side of State Route #0053. Said point is also the Northeast corner of other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg; thence along other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg, South sixty-one degrees, forty-two minutes, forty-eight seconds West (S 61 42' 48" W) two hundred one and thirty-three hundredths Feet (201.33) to an iron pin on line now or formerly of Maxton Coal Co.; thence along lands of same North thirty degrees, thirty-six minutes, fifteen seconds West (N 30 36' 15" W) one hundred ninety-nine feet (199.0) to an iron pin and also the Southwest corner of Wesley C. Lidgett, Jr. and Beverly J. Lidgett; thence along lands of same, North sixty-one degrees, forty-nine minutes, ten seconds East (N 61 49' 10" E) one hundred ninety-six and eight tenths feet (196.8) to an iron pin located on the West side of State Route #0053; thence along said Road, south twenty-nine degrees, thirty-eight minutes, thirty-five seconds East (S 29 38' 35" E) eighty-nine and six tenths feet (89.6) to an iron pin; thence still along said Road, South thirty-three degrees, forty-six minutes, thirty seconds East (S 33 46' 30" E) one hundred nine and four tenths feet (109.4) to an iron pin and place of beginning. CONTAINING 0.8997 acres.

Tax Parcel #124.0-Q11-000-00064

BEING the same premises which Nile A. Linberg, Executor of the Estate of Elizabeth J. Linberg a/k/a Betty Linberg, deceased, by deed dated March 10, 1997 and recorded March 12, 1997 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1825 Page 255 granted and conveyed to Michael Kerlin and Melanie D. Cartwright, as joint tenants with right of survivorship.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 06-636-CD, seized and taken in execution as the property of MICHAEL J. KERLIN AND MELANIE KERLIN AKA MELANIE D. CARTWRIGHT at the suit of M & T BANK successor in interest to KEYSTONE FINANCIAL BANK NA.



Attorney for Plaintiff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

M & T Bank, successor in interest
to Keystone Financial Bank, NA

Vs.

NO.: 2006-00636-CD

CC. BY

Michael J. Kerlin and
Melanie D. Kerlin a/k/a Melanie Cartwright

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA, Plaintiff(s) from MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a Melanie D. Cartwright, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

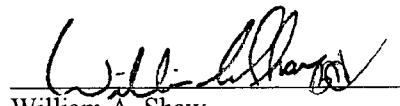
AMOUNT DUE/PRINCIPAL:.....\$62,644.75
INTEREST from 2/21/06 to 8/31/06
@ 9.490% per annum on \$49,984.94:...\$1,001.00
ATTY'S FEES:.....\$1,613.19
DATE: 07/17/2006

PROTHONOTARY'S COSTS PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES from 2/21/06 to 8/31/06
@ 5% per month on \$660.62:.....\$39.62
OTHER COSTS: \$

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Lori A. Gibson, Esq.
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100



William A. Shaw
Prothonotary/Clerk Civil Division

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

DEED DESCRIPTION

All the right, title, interest and claim of Michael J. Kerlin and Melanie Kerlin aka Melanie D. Cartwright, of, in and to

ALL that certain piece or parcel of land situated in the Township of Morris, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the West side of State Route #0053. Said point is also the Northeast corner of other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg; thence along other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg, South sixty-one degrees, forty-two minutes, forty-eight seconds West (S 61 42' 48" W) two hundred one and thirty-three hundredths Feet (201.33) to an iron pin on line now or formerly of Maxton Coal Co.; thence along lands of same North thirty degrees, thirty-six minutes, fifteen seconds West (N 30 36' 15" W) one hundred ninety-nine feet (199.0) to an iron pin and also the Southwest corner of Wesley C. Lidgett, Jr. and Beverly J. Lidgett; thence along lands of same, North sixty-one degrees, forty-nine minutes, ten seconds East (N 61 49' 10" E) one hundred ninety-six and eight tenths feet (196.8) to an iron pin located on the West side of State Route #0053; thence along said Road, south twenty-nine degrees, thirty-eight minutes, thirty-five seconds East (S 29 38' 35" E) eighty-nine and six tenths feet (89.6) to an iron pin; thence still along said Road, South thirty-three degrees, forty-six minutes, thirty seconds East (S 33 46' 30" E) one hundred nine and four tenths feet (109.4) to an iron pin and place of beginning. CONTAINING 0.8997 acres.

Tax Parcel #124.0-Q11-000-00064

BEING the same premises which Nile A. Linberg, Executor of the Estate of Elizabeth J. Linberg a/k/a Betty Linberg, deceased, by deed dated March 10, 1997 and recorded March 12, 1997 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1825 Page 255 granted and conveyed to Michael Kerlin and Melanie D. Cartwright, as joint tenants with right of survivorship.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 06-636-CD, seized and taken in execution as the property of MICHAEL J. KERLIN AND MELANIE KERLIN AKA MELANIE D. CARTWRIGHT at the suit of M & T BANK successor in interest to KEYSTONE FINANCIAL BANK NA.



Attorney for Plaintiff

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

MOTION FOR ALTERNATE SERVICE
IN ACCORDANCE WITH PA R.C.P. 430

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470
Bernstein Law Firm, P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN FILE NO. F0053876

FILED
m19.15/2006 ICC A/Hy
NOV 20 2006
S

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

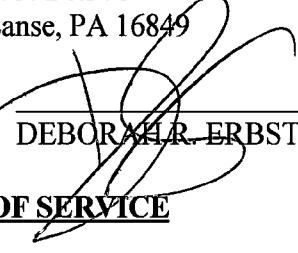
Defendants.

NOTICE OF PRESENTATION

TAKE NOTICE that the within Motion For Alternate Service In Accordance With Pennsylvania Rule Of Civil Procedure 430 will be presented to the Motions Judge at the Clearfield County Courthouse, Clearfield on 11/20/06, at 9:00 a.m. prevailing time, or as soon thereafter as the Court shall permit.

Melanie Kerlin aka Melanie D. Cartwright
6356 Morrisdale Allport Highway
Morrisdale, PA 16858

Michael J. Kerlin
P.O. Box 78
Lanse, PA 16849

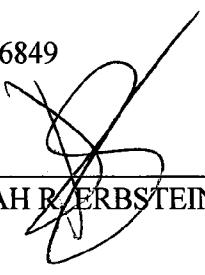

DEBORAH R. ERBSTEIN, ESQUIRE

CERTIFICATE OF SERVICE

I, Deborah R. Erbstein, Esquire, do hereby certify that a true and correct copy of the foregoing Motion was served upon the following parties on 11/16/06 by first class, U.S. Mail, postage pre-paid:

Melanie Kerlin aka Melanie D. Cartwright
6356 Morrisdale Allport Highway
Morrisdale, PA 16858

Michael J. Kerlin
P.O. Box 78
Lanse, PA 16849


DEBORAH R. ERBSTEIN, ESQUIRE

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

**MOTION FOR ALTERNATE SERVICE IN ACCORDANCE WITH THE
PENNSYLVANIA RULE OF CIVIL PROCEDURE 430**

AND NOW, comes Plaintiff, M & T Bank, successor in interest to Keystone Financial Bank, NA, (hereinafter referred to as "Plaintiff") and prays this Honorable Court as follows:

1. Plaintiff filed a Writ of Execution on July 17, 2006 to schedule the real property at 2107 Morrisdale Airport Highway, Philipsburg, PA 16866 for sheriff's sale and has been unable to obtain service of the Notice of Sale on the Defendant, Melanie Kerlin aka Melanie D. Cartwright (hereinafter "Defendant"), through the office of the Sheriff of Clearfield County, Pennsylvania.
2. Plaintiff has made diligent search for the Defendant, Melanie Kerlin aka Melanie D. Cartwright, as is more fully set forth in the Supporting Affidavit, which is attached hereto, marked as Exhibit "A" and made a part hereof.
3. Plaintiff prays that this Honorable Court will enter an appropriate Order of Court authorizing alternative service by posting a copy of the Notice of Sale to the mortgaged premises, and by regular mail to Defendant, Melanie Kerlin aka Melanie D. Cartwright's last known address.

WHEREFORE, Plaintiff motions this Honorable Court to enter an Order, pursuant to Pa.R.C.P. 430, authorizing the Plaintiff to serve the Defendant, Melanie Kerlin aka Melanie D. Cartwright, by posting the mortgaged premises located at 2107 Morrisdale Airport Highway, Philipsburg, PA 16866 and by regular mail to Defendant, Melanie Kerlin aka Melanie D. Cartwright's last known address of 6356 Morrisdale Allport Highway, Morrisdale, PA 16858 in accordance with PA. R.C.P. 430.

Respectfully Submitted,

BERNSTEIN LAW FIRM, P.C.

BY: _____
LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

BERNSTEIN FILE NO. F0053876

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

AFFIDAVIT IN SUPPORT OF MOTION FOR ALTERNATE SERVICE
PURSUANT TO PA R.C.P. 430

AND NOW, comes Deborah R. Erbstein, Esquire, who upon being duly sworn according to
law deposes and says as follows:

1. That she is an attorney at law duly licensed to practice in the Commonwealth of Pennsylvania.
2. That she is the attorney representing the Plaintiff, M & T Bank successor in interest to Keystone Financial Bank, NA, (hereinafter referred to as "Plaintiff").
3. That after filing of the Writ of Execution, the Sheriff of Clearfield County made a Return Of Service, in which he advised that despite three (3) attempts, he had been unable to make service upon the Defendant, Melanie Kerlin aka Melanie D. Cartwright (hereinafter referred to as "Defendant"), at her last known address of 6356 Morrisdale Allport Highway, Philipsburg, PA

EXHIBIT A
PAGE 1 OF 3 PAGES

16866, because she was not home. A true and correct copy of the Return of Service is attached hereto, marked as Exhibit "A-1" and made a part hereof.

4. That Plaintiff's counsel made inquiry of the U.S. Post Office for confirmation of address information.

5. The postal authorities advised that 6356 Morrisdale Allport Highway, Morrisdale, PA 16858 is the correct address for the Defendant, Melanie Kerlin aka Melanie D. Cartwright. A true and correct copy of the postal response is attached hereto, marked as Exhibit "A-2" and made a part hereof.

6. That Plaintiff's counsel sent a copy of the Notice of Sale to the Defendant, Melanie Kerlin aka Melanie D. Cartwright, by certified mail to her last known address at 6356 Morrisdale Allport Highway, Morrisdale, PA 16858, which was returned by the U.S. Post Office and marked "Unclaimed." A true and correct copy of the Certified mail receipt and return envelope, attached hereto, marked Exhibit "A-3."

7. Directory Assistance was able to confirm a street address for the Defendant, Melanie Kerlin aka Melanie D. Cartwright, of 6356 Morrisdale Allport Highway, Morrisdale, PA 16858.

8. That Voter Registration for Clearfield County was unable to confirm Defendant, Melanie Kerlin aka Melanie D. Cartwright as registered to vote in Clearfield County.

9. That the Tax Assessment for Clearfield County verified that the Defendant, Melanie Kerlin aka Melanie D. Cartwright, owns property in Clearfield County and confirmed the last

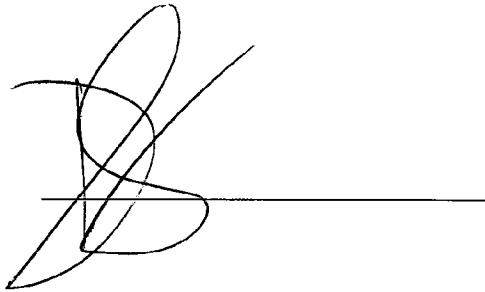
known address for the Defendant, Melanie Kerlin aka Melanie D. Cartwright, to be 6356 Morrisdale Allport Highway, Philipsburg, PA 16866.

9. That Plaintiff's counsel conducted an Internet search for the Defendant, Melanie Kerlin aka Melanie D. Cartwright, which confirmed 6356 Morrisdale Allport Highway, Morrisdale, PA 16858 as the Defendant's current address.

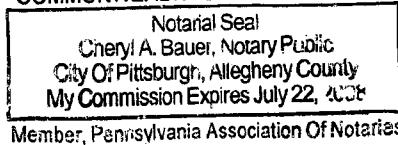
And further the Affiant sayeth naught.

Sworn to and subscribed
before me this 16th day
of November, 2006

Cheryl A. Bauer
Notary Public



COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association Of Notaries

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20400

DEPUTY RECEIVED: August 09, 2006

DEFENDANT(S): MELANIE D. KERLIN A/K/A MELANIE CARTWRIGHT

ADDRESS: 6356 MORRISDALE AIRPORT HIGHWAY
PHILIPSBURG, PA 16866

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WITNESS OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

TERROGATORIES TO GARNISHEE WRIT OF POSSESSION

WITNESS BE SERVED, POSTED OR LEVIED BY: AUGUST 09, 2006 → ASAP

DATE SERVED, POSTED OR LEVIED: _____ TIME: _____

NAME OF PERSON SERVED: _____

TELE: _____

WHERE SERVED /POSTED(ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

TEMPTS: 8/15/06 1007am 8/23/06 933am

29/06 935a N/H 8/30/06 903a N/H

29/06 N/H

FJD/MS/EMPT/2006

SPECIAL DIRECTIONS:

06-636-CD

MICHAEL J. KERLIN AND MELANIE D. KERLIN A/K/A MELANIE CARTWRIGHT

SERVED, POSTED OR LEVIED ON BY: _____

TESTIMONY: _____

EXHIBIT A-1
PAGE 1 OF 1 PAGES

JOSEPH J. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY)
NICHOLAS D. KRAWEC (PA, NC, OH)
LORI A. GIBSON (PA)
KIRK B. BURKLEY (PA)

BERNSTEIN
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WV)
DEBORAH R. ERBSTEIN (PA)
CHRISTOPHER M. BOBACK (PA)
PETER J. ASHCROFT (PA)
TRICIA DAVIS (PA)

(STATES OF ADMISSION)

STE. 2200 GULF TOWER, 707 GRANT ST., PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3197 412-456-8100 FAX 412-456-8135
WWW.BERNSTEINLAW.COM

Postmaster,
Morrisdale, PA 16858-9342

August 24, 2006

Subject: Request for Information

Re: M & T Bank
Vs: Melanie D. Kerlin
6356 Morrisdale Allport Hwy
Morrisdale, PA 16858-9342
BERNSTEIN FILE NO. F0053876

Sir:

**Request for Change of Address or Boxholder
Information Needed for Service of Legal Process**

Please furnish the new address or the name and address (if a boxholder) for the following:

Name: Melanie D. Kerlin
Address: 6356 Morrisdale Allport Hwy Morrisdale, PA 16858-9342

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. State or regulation that empower me to serve process (not required when requester is an attorney or a party acting *pro se* must cite statute): _____
3. The name of all known parties to the litigation: M & T Bank VS. Michael Kerlin
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA, CIVIL DIVISION
5. The docket or other identifying number if one has been issued: 06-636-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Cheryl Bauer
Signature

Suite 2200 Gulf Tower
Address

Cheryl Bauer
Printed Name

PITTSBURGH, PA 15219
City, State, ZIP Code

FOR POST OFFICE USE ONLY

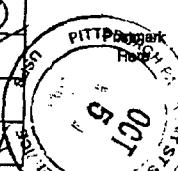
POSTMARK

- Not known at address given.
- Moved, left no forwarding address.
- No such address.
- Correct address.
- New address
- Box holder's name and address

NAME and STREET ADDRESS

File No. F0053876



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		
<i>MSB</i>	Postage	\$ 39
	Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.64	
Sent To		
<i>Melanie Kellie</i> Street, Apt. No., or PO Box No. <i>1356</i> City, State, ZIP+4 <i>Pittsfield MA 01201</i> <i>1356 Pittsfield MA 01201</i>		

BERNSTEIN LAW FIRM, P.C.

RADITION • TECHNOLOGY • TALENT

TOWER PITTSBURGH PENNSYLVANIA 15210-1000

ADDRESS SERVICE REQUESTED



2005 1820 0004 2434 2191

180

SCAM 2 2006
NOV 2006
RETURN RECEIPT
REQUESTED

UNCLAI

ALLPORT HWY.
6858-9342

LN055

REMOVED FROM MAIL
ATTEMPTED NOT KNOWN
CLAIMED
SUCH STREET NUMBER
CLOSED NO ORDER
INSUFFICIENT ADDRESS
NO MAIL RECEIVABLE
DO NOT RETAINABLE WITH THIS ENVELOPE
DO NOT FORWARD
UNABLE TO FORWARD

10-7 ✓

UNITED STATES POSTAL SERVICE
NEW YORK, NY 100-2006
OCT 5 2006
MAILED FROM ZIPCODE 15222
TO WHITNEY BOWES

\$ 04640

EXHIBIT A - 3

PAGE 1 OF 1 PAGES

FILED

NOV 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

ORDER OF COURT AUTHORIZING ALTERNATE SERVICE
PURSUANT TO PA. R.C.P. 430

AND NOW, to-wit, this _____ day of _____, 2006, upon consideration of the foregoing Motion and its attached Supporting Affidavit, it is hereby ORDERED, ADJUDGED AND DECREED that the Plaintiff be and is hereby authorized to obtain service on Defendant, Melanie Kerlin aka Melanie D. Cartwright, only, of the Notice of Salet and any subsequent notices, by posting the mortgaged premises located at 2107 Morrisdale Airport Highway, Philipsburg, PA 16866 and by regular mail to the Defendant's last known address of 6356 Morrisdale Allport Highway, Morrisdale, PA 16858 in accordance with PA. R.C.P. 430.

BY THE COURT:

J.

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

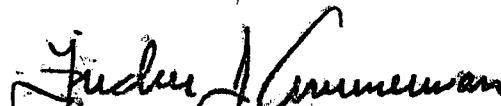
M & T BANK successor in interest to *
KEYSTONE FINANCIAL BANK, NA, *
Plaintiff *
vs. * NO. 06-636-CD
MICHAEL J. KERLIN and *
MELANIE KERLIN a/k/a MELANIE D. CARTWRIGHT, *
Defendants *

O R D E R

NOW, this 21st day of November, 2006, upon consideration of Plaintiff's Motion for Alternate Service in Accordance with PA R.C.P. 430, it is hereby ORDERED that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendant, **MELANIE KERLIN a/k/a MELANIE D. CARTWRIGHT**, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal; by first class mail and by certified mail, return receipt requested, to 2107 Morrisdale Airport Highway, Philipsburg, PA 16866 and 6356 Morrisdale Airport Highway, Morrisdale, PA 16858; and by posting the mortgaged premises known in this herein action as 2107 Morrisdale Airport Highway, Philipsburg, PA 16866.

Service by the aforementioned means is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of Service.

BY THE COURT,


FREDERICK J. AMMERMAN
President Judge

FILED 3cc
NOV 25 2006 Atty Erbstein
NOV 28 2006 (un) 
William A. Shaw

Prothonotary/Clerk of Courts

FILED

NOV 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

CM

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARIWRIGHT

Defendants.

MOTION TO POSTPONE
SHERIFF'S SALE TO FEBRUARY 2, 2007

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470
Bernstein Law Firm, P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN FILE NO. F0053876

FILED 100
1/24/07
JAN 04 2007
Atty Lewis
WPS

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARIWRIGHT

Defendants.

MOTION TO POSTPONE SHERIFF'S SALE TO FEBRUARY 2, 2007

AND NOW, comes Plaintiff, M & T Bank, successor in interest to Keystone Financial Bank, NA (hereinafter referred to as "Plaintiff"), and prays this Honorable Court as follows:

1. Plaintiff filed a Writ of Execution on July 17, 2006 to schedule the real property at 2107
Morrisdale Allport Highway, Philipsburg, PA 16866 for sheriff's sale on October 6, 2006.

2. Prior to the October 6, 2006 Sheriff's Sale, Plaintiff's counsel instructed the Sheriff to
postpone the sale of the subject property to the regularly scheduled January 5, 2007 Sheriff's Sale
to allow additional time to serve Notice of Sale upon the Defendant, Melanie Kerlin aka Melanie
D. Cartwright.

3. This Honorable Court entered an Order of Court, dated November 20, 2006, authorizing
alternative service of Notice of Sale upon the Defendant, Melanie Kerlin aka Melanie D.
Cartwright by posting a copy of the Notice of Sale to the mortgaged premises, by regular and
certified mail to Defendant, Melanie Kerlin aka Melanie D. Cartwright's last known address and

the subject property, together with publication in The Progress and the Clearfield County Legal Journal.

4. Plaintiff's counsel sent Notice of Sale to the Defendant, Melanie Kerlin aka Melanie D. Cartwright, by certified and regular mail on November 30, 2006, which was received by the Defendant on December 9, 2006. True and correct copies of the Certified Mail Receipts and Certificates of Mailing (P.S. Form 3817) are attached hereto, collectively marked as Exhibit "1" and made a part hereof.

5. The Sheriff of Clearfield County served Notice of Sale upon the Defendant, Melanie Kerlin aka Melanie D. Cartwright, by posting the subject premises on December 1, 2006. The Sheriff's Return is a matter of public record and incorporated herein, by reference thereto.

6. Notice of Sale was served upon the Defendant, Melanie Kerlin aka Melanie D. Cartwright, by publication in The Progress on December 5, 2006 and the Clearfield County Legal Journal on December 8, 2006. True and correct copies of the Proofs of Publication are attached hereto, collectively marked as Exhibit "2" and made a part hereof.

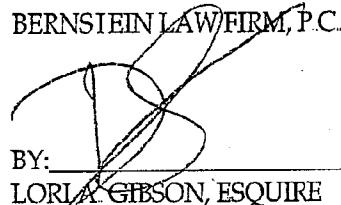
7. In accordance with PA R.C.P. 3129.2, the Defendant must be served with Notice of Sale at least thirty (30) days before the sale. Publication of the Notice of Sale in the Clearfield County Legal Journal was completed less than thirty (30) days before the postponed Sheriff's Sale date of January 5, 2007.

8. Court authorization is necessary to postpone the Sheriff's Sale an additional time without further notice and advertisement pursuant to PA R.C.P. 3129.3.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court, by Order of Court attached hereto, postpone the Sheriff's Sale of Defendants' property until the next regularly scheduled Sheriff's Sale set for February 2, 2007, without further notice and advertisement.

Respectfully Submitted,

BERNSIEIN LAW FIRM, P.C.

BY: 
LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

BERNSTEIN FILE NO. F0053876


Linda Lewis, Esquire
Local Counsel for Plaintiff
2111/2 E. Locust Street, P.O. Box 552
Clearfield, PA 16830

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	\$ 39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

Postmark Date: 1/20/07

Recipient Address:
Name: **Melanie Kellin** aka **Melanie Cartwright**
Street, Apt. No.: **2107 Marke'sdale Airport Hwy**
or PO Box No.:
City, State, ZIP: **Philipsburg, PA 16866**

PS Form 3811, February 2004

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	\$ 39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

Postmark Date: 1/20/07

Recipient Address:
Name: **Melanie Kellin** aka **Melanie Cartwright**
Street, Apt. No.: **336 Marke'sdale Airport Hwy**
or PO Box No.:
City, State, ZIP: **Philipsburg, PA 16866**

PS Form 3811, February 2004

SENDER COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

1. Article Addressed to:

Melanie Kellin
Melanie Cartwright
2107 Marke'sdale Airport Hwy
Philipsburg, PA 16866

2. Articl 7005 3110 0003 4336 6024

PS Form 3811, February 2004

Domestic Return Receipt

SENDER COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** **Melanie Kellin** **1/20/07**

B. Received by (Printed Name) **Melanie Kellin** **1/20/07**

C. Date of Delivery **1/20/07**

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes No

EXHIBIT

TE09 9EE4 E000 DTTE 5002

PS Form 3811, February 2004

Domestic Return Receipt

PS Form 3811, February 2004

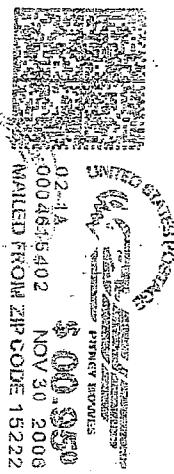
U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100
One piece of ordinary mail addressed to: <i>Melanie Kerlin aka Melanie Carlisle 1635 1/2 Miles Island Airport Hwy. Philipsburg, PA 16866</i>	

PS Form 3817, January 2001 *F0053876 NWK*



U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100
One piece of ordinary mail addressed to: <i>Melanie Kerlin aka Melanie Carlisle 8107 Miles Island Airport Hwy. Philipsburg, PA 16866</i>	

PS Form 3817 January 2001 *F0053876 NWK*



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
	\$ 3.95
	Certified Fee
	\$ 2.00
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64
	
Send To: Melanie Kerida Akin, Melanie Cartwright, Street, Apt. No.: or PO Box No.: 3107, Pittsburgh, PA 15207-3107 City, State, Zip: Pittsburgh, PA 15207	

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:	Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100		
One piece of ordinary mail addressed to: <i>Melanie Kerlin aka Melrose</i> <i>2107 Moreland Airport Hwy.</i> <i>Philipsburg, PA 16866</i>			
		Alfox fee or meter Postage Postage fee	 UNITED STATES POSTAL SERVICE MAILING SERVICE ZIP CODE 15222 02 1A 0004615402 \$ 00.35 DEC 01 2006

PS Form 3817, January 2001

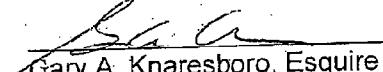
FO053876 MKA

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

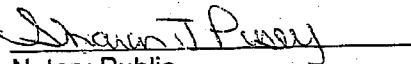
COUNTY OF CLEARFIELD :

On this 8th day of December AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of December 8, 2006, Vol. 18 No. 49. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Sharon J. Pusey
Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Bernstein Law Firm P.C.
Suite 2200 Gulf Tower
Pittsburgh PA 15219

EXHIBIT 

11/30/2006 14:08 8147655165

PAGE 02

11/30/06 13:24 412-456-8276 -> 8147655165 Page 4 of 5

FOO 53876

Upon receipt, please fax acknowledgement to: 412-456-8276

11/30/06

ACKNOWLEDGEMENT

I, Cheyne Robison, of the (The Progress) acknowledge receipt of the foregoing request for advertisement, referenced as (M & T vs Kerlin) on the 4th day of December, 2006. (Run date)

Cheyne Robison

Name

The Progress, Clingfield, PA.

Company/Publication

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

M & I BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

CERTIFICATE OF SERVICE

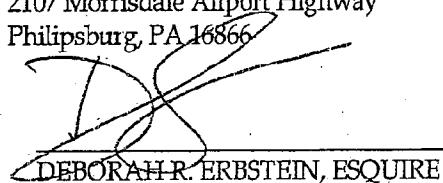
I, Deborah R. Erbstein, Esquire, do hereby certify that a true and correct copy of the foregoing Motion was served upon the following parties on January 3, 2007, by first class, U.S. Mail, postage pre-paid:

Melanie Kerlin aka Melanie D. Cartwright
6356 Morrisdale Allport Highway
Morrisdale, PA 16858

Michael J. Kerlin
P.O. Box 78
Lanse, PA 16849

Melanie Kerlin aka Melanie D. Cartwright
2107 Morrisdale Airport Highway
Morrisdale, PA 16858

Melanie Kerlin aka Melanie D. Cartwright
2107 Morrisdale Allport Highway
Philipsburg, PA 16866


DEBORAH R. ERBSTEIN, ESQUIRE

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

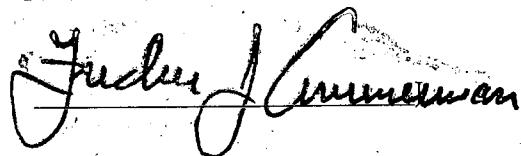
MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants.

ORDER OF COURT AUTHORIZING ALTERNATE SERVICE
FURTHER TO PA. R.C.P. 430

AND NOW, this 3rd day of JANUARY, 2007, upon consideration
of the foregoing Motion, it is ORDERED that the Sheriff's Sale of the Property at 2107 Morrisdale
Allport Highway, Philipsburg, PA 16866 is hereby postponed to the regularly scheduled February
2, 2007, Sheriff's Sale, without further notice or advertisement.

BY THE COURT:



FILED
01/04/2007 Atty Lewis
JAN 04 2007 (will serve including
Sheriff)


William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAN 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA,

Plaintiff

Civil Action No. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT,

Defendants

VERIFICATION OF SERVICE
OF NOTICE OF SALE TO
DEFENDANT MELANIE KERLIN aka
MELANIE D. CARTWRIGHT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470

Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100
DIRECT DIAL: (412) 456-8100
BERNSTEIN FILE NO. F0053876

FILED NO
M 11/20/2007
JAN 16 2007
W

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA,

Plaintiff

CIVIL ACTION NO. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT,

Defendants

VERIFICATION OF SERVICE OF NOTICE OF SALE
TO DEFENDANT MELANIE KERLIN aka MELANIE D. CARTWRIGHT

The undersigned, subject to the penalties of 18 Pa.C. section 4904 relating to unsworn falsification to authorities, does hereby certify that, in accordance with Order of Court dated November 21, 2006, a copy of which is attached hereto, marked Exhibit "A", the Defendant was served with a copy of the Notice of Sale by first class mail (Certificate of Mailing P.S. Form #3817) and Certified Mail on November 30, 2006, as evidenced by Certificates of Mailing and Certified Mail Receipts attached hereto, collectively, as Exhibit "B".

Cheryl A. Bauer
Cheryl A. Bauer, Legal Assistant

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

M & T BANK successor in interest to
KEYSTONE FINANCIAL BANK, NA,
Plaintiff
vs.
MICHAEL J. KERLIN and
MELANIE KERLIN a/k/a MELANIE D. CARTWRIGHT,*
Defendants

* * * * NO. 06-636-CD

ORDER

NOW, this 21st day of November, 2006, upon consideration of Plaintiff's Motion for Alternate Service in Accordance with PA R.C.P. 430, it is hereby ORDERED that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendant, **MELANIE KERLIN a/k/a MELANIE D. CARTWRIGHT**, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal; by first class mail and by certified mail, return receipt requested, to 2107 Morrisdale Airport Highway, Philipsburg, PA 16866 and 6356 Morrisdale Airport Highway, Morrisdale, PA 16858; and by posting the mortgaged premises known in this herein action as 2107 Morrisdale Airport Highway, Philipsburg, PA 16866.

Service by the aforementioned means is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of Service.

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

FREDRIC J. AMMERMAN
President Judge

NOV 28 2006

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

EXHIBIT A

U.S. Postal Service *1003811*
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$.39
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

✓ Postmark Here

Sent to
Melanie Kerlin Akla, Melanie Cartwright
Street, Apt. No. 2107 Morrisdale Airport Hwy
or PO Box No. 107 Morrisdale Airport Hwy
City, State ZIP+4
Philipsburg, PA 16866

PS Form 3800, June 2002
See Reverse for Instructions

U.S. Postal Service *1003811*
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$.39
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

✓ Postmark Here

Sent to
Melanie Kerlin Akla, Melanie Cartwright
Street, Apt. No. 2107 Morrisdale Airport Hwy
or PO Box No. 107 Morrisdale Airport Hwy
City, State ZIP+4
Philipsburg, PA 16866

PS Form 3800, June 2002
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2. Article

3. Article

4. Article

COMPLETE THIS SECTION ON DELIVERY

A. Signature *X Melanie Kerlin* Agent
 Addressee

B. Received by (Printed Name) *Melanie Kerlin* C. Date of Delivery *12-9-04*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: *✓* PS Form 3811, M-1540

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

4. Restricted Delivery? (Extra Fee) Yes

TE09 9EEh E000 OTTE 500L

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

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U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100
One piece of ordinary mail addressed to: <i>Melanie Kerlin aka Melanie Carton 63516 Morrisdale Airport Hwy. Philipsburg, PA 16866</i>	

PS Form 3817, January 2001

F0053876 NKA



U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
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Received From:	Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100
One piece of ordinary mail addressed to: <i>Melanie Kerlin aka Melanie Carton 8107 Morrisdale Airport Hwy. Philipsburg, PA 16866</i>	

PS Form 3817, January 2001

F0053876 NKA

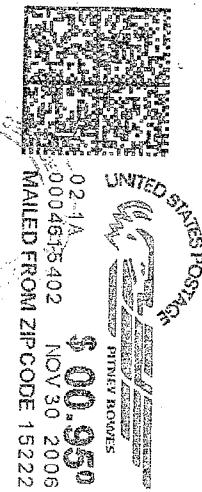


EXHIBIT B

FILED

JAN 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

Civil Action No. 06-636-CD

vs.

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants,

VERIFICATION OF SERVICE
OF NOTICE OF SALE TO
DEFENDANT MICHAEL J. KERLIN
AND LIEN CREDITORS

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470

Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

FILED NO CC
M 11/19/06
JAN 16 2007
[Signature]

William A. Shaw
Prothonotary/Clerk of Courts

BERNSTEIN FILE NO. F0053876

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA,

Plaintiff,
vs.

CIVIL ACTION NO. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT,

Defendants,

VERIFICATION OF SERVICE OF NOTICE OF SALE
TO DEFENDANTMICHAEL J. KERLIN AND LIEN CREDITORS

The undersigned, subject to the penalties of 18 Pa.C. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed copies of the Notice of Sale in the above-captioned matter by Certified Mail to the Defendant, Michael J. Kerlin, on August 17, 2006 and received by the Defendant on August 22, 2006 as evidenced by the Certified Mail Receipt attached hereto as Exhibit "A."

The undersigned subject to the penalties of 18 Pa.C.S.A. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Notice of Sale to Defendant(s) and Lien Creditors in the above-captioned matter by Certificate of Mailing (P.S. Forms No. 3877) on August 17, 2006 attached hereto as Exhibit "B."



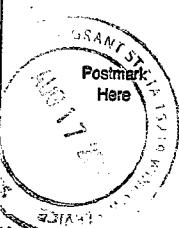
Cheryl A. Bauer, Legal Assistant

U.S. Postal Service **FO053876**
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.81
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64



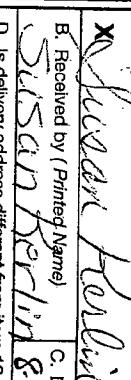
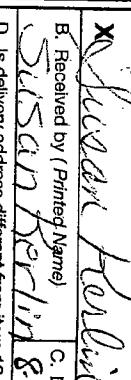
Sent To	Michael J. Kerlin
Street, Apt. No., or P.O. Box No.	P.O. Box 78
City, State, ZIP+4	Lanse, PA 16849

PS Form 3800, June 2002

See Reverse for Instructions

SENDER COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent Addressee
B. Received by (Printed Name)  **C.** Date of Delivery
Michael J. Kerlin 5-11-04

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

Michael J. Kerlin
P.O. Box 78
Lanse, PA 16849

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7005 1820 0004 7434 0777

PS Form 3811, February 2004

Domestic Return Receipt

FO053876

102595-02-M-1540

EXHIBIT A

<p>Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)</p> <p>UNITED STATES POSTAGE  PA 15219 MARY PA 15219 MARY</p>		<p>Postmark and Date of Receipt</p> <p>MAILED FROM ZIP CODE 15222</p>	<p>Return Receipt Recipient</p> <p>02 1A 0004615402 AUG 17 2006</p>
<p>Delivery Confirmation</p> <p><input type="checkbox"/> Certified <input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> COD <input type="checkbox"/> Registered <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured</p>		<p>Signature Confirmation</p>	<p>Special Handling</p> <p>RETIRED</p>
<p>Addresser (Name, Street, City, State, & ZIP Code)</p> <p>(412) 456-8100 Article Number</p>		<p>Postage</p>	<p>Fee</p>
<p>1. Mitchell P. Christoff Petroleum 131 Rolling Stone Road, P.O. Box 210 Kyllertown, PA 16847</p>			
<p>2. Pennsylvania Housing Finance Agency 2101 North Front Street, P.O. Box 8029 Harrisburg, PA 17105</p>			
<p>3. Morris Township 1189 Oak Grove Road Morrisdale, PA 16858-9308</p>			
<p>4. Morris Township Municipal Authority P.O. Box 121 Allport, PA 16821</p>			
<p>5. Child Custody Enforcement Authority P.O. Box 361 Clearfield, PA 16830</p>			
<p>6. _____</p>			
<p>7. _____</p>			
<p>8. _____</p>			
<p>Delivery Confirmation</p>		<p>Signature Confirmation</p>	
<p>Special Handling</p>		<p>Return Receipt Recipient</p>	
<p>RETIRED</p>		<p>PA 15219 MARY</p>	
<p>See Privacy Act Statement on Reverse</p>		<p>FO053876</p>	
<p>Total Number of Pieces</p>		<p>Total Number of Pieces Received at Post Office</p>	
<p>Listed by Sender</p>		<p>Postmaster, Per Name of receiving employee</p>	

Name and Address of Sender		Delivery Confirmation				Signature Confirmation		Special Handling		Restricted Delivery		Return Receipt	
Stein Law Firm, P.C. 2200 Gulf Tower Pittsburgh, PA 15219 456-8100		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured				<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation				<input type="checkbox"/> Postmark and Date of Receipt		<input type="checkbox"/> Postmark	
Article Number		Addressee (Name, Street, City, State, & ZIP Code)		Postage		Fee		Handling Charge					
1.		Commonwealth Financial Systems 120 N1 Keyser Avenue Scranton, PA 18504											
2.		Clearfield County Tax Bureau 230 East Market Street Clearfield, PA 16830											
3.		West Branch Area School District 356 Allport Cutoff Morrisdale, PA 16838											
4.		Pennsylvania American Water P.O. Box 578 Alton, IL 62002											
5.		Pennsylvania Department of Revenue Inheritance Tax Division, Bureau of Individual Taxes Dept 280601 Harrisburg, PA 17128-0601											
6.													
7.													
8.													
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office											

FILED

JAN 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA,

Plaintiff,
vs.

No. 06-636-CD

PROOFS OF PUBLICATION OF
NOTICE OF SALE

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT,

Defendants.

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470
Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100
BERNSTEIN FILE NO. F0053876

NOTICE

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED NO
M 11/26/2012 CC
AUG 10 2012
WAS
William A. Shaw
Prothonotary/Clerk of Courts

Notice of Sheriff's Sale IN THE
COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA CIVIL
DIVISION DOCKET #06-636-CD
M & T BANK successor in interest
to KEYSTONE FINANCIAL BANK,
NA Plaintiff Vs. MICHAEL J. KER-
LIN AND MELANIE KERLIN A/K/A
MELANIE D. CARTWRIGHT Defendants
To: Melanie Kerlin/a/k/a Melan-
ie D. Cartwright You are hereby
notified that your property located
at 27107 Morrisdale Airport High-
way, Philipsburg, PA 16866 will be
sold at Sheriff's Sale on Friday, Jan-
uary 5, 2007 at 10:00 a.m. at the
Clearfield County Courthouse,
Clearfield, PA to enforce the court
judgment of \$62,644.75 obtained
by M & T Bank. Property situate in
Morris Township, having erected
thereon a ranch dwelling house
known as 2107 Morrisdale Airport
Highway, Philipsburg, PA 16866,
T a x P a r c e l
#124.0-Q11-000-00064. Deed
Book 1825, page 255. Schedule
of Distribution will be filed by the
Sheriff no later than thirty (30) days
from date of sale and distribution
will be made in accordance with the
schedule unless exceptions are
filed thereto, within ten (10) days
thereafter.

Lori A. Gibson
PAI.D #68013
Deborah R. Erbstein
PAI.D. #86470
Bernstein Law Firm, P.C.
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
BERNSTEIN
FILE NO. F0052876

12:4-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this 5th day of January, A.D. 2007,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of December 4, 2006.
And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Margaret E. Krebs

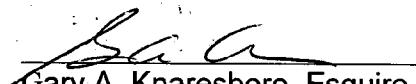
Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa. COMMONWEALTH OF PENNSYLVANIA
My Commission Expires October 31, 2007
Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2007
Member, Pennsylvania Association Of Notaries

PROOF OF PUBLICATION

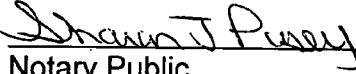
STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

On this 8th day of December AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of December 8, 2006, Vol. 18 No. 49. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Bernstein Law Firm P.C.
Suite 2200 Gulf Tower
Pittsburgh PA 15219

FILED

AUG 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

SCANNED
DEC 28 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20400
NO: 06-636-CD

PLAINTIFF: M & T BANK, SUCCESSOR IN INTEREST TO KEYSTONE FINANCIAL BANK, NA
VS.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN A/K/A MELANIE CARTWRIGHT

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$359.60

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


In Counter Better Aug 16
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

M & T Bank, successor in interest
to Keystone Financial Bank, NA

Vs.

NO.: 2006-00636-CD

Michael J. Kerlin and
Melanie D. Kerlin a/k/a Melanie Cartwright

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA, Plaintiff(s) from MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a Melanie D. Cartwright, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$62,644.75
INTEREST from 2/21/06 to 8/31/06
@ 9.490% per annum on \$49,984.94:...\$1,001.00
ATTY'S FEES:.....\$1,613.19
DATE: 07/17/2006

PROTHONOTARY'S COSTS PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES from 2/21/06 to 8/31/06
@ 5% per month on \$660.62:.....\$39.62
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 17th day
of July A.D. 2006
At 3:00 A.M. A.M.

Chesler A. Shaw
Sheriff by Cynthia Butler Aughernay

Requesting Party: Lori A. Gibson, Esq.
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

DEED DESCRIPTION

All the right, title, interest and claim of Michael J. Kerlin and Melanie Kerlin aka Melanie D. Cartwright, of, in and to

ALL that certain piece or parcel of land situated in the Township of Morris, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the West side of State Route #0053. Said point is also the Northeast corner of other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg; thence along other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg, South sixty-one degrees, forty-two minutes, forty-eight seconds West (S 61 42' 48" W) two hundred one and thirty-three hundredths Feet (201.33) to an iron pin on line now or formerly of Maxton Coal Co.; thence along lands of same North thirty degrees, thirty-six minutes, fifteen seconds West (N 30 36' 15" W) one hundred ninety-nine feet (199.0) to an iron pin and also the Southwest corner of Wesley C. Lidgett, Jr. and Beverly J. Lidgett; thence along lands of same, North sixty-one degrees, forty-nine minutes, ten seconds East (N 61 49' 10" E) one hundred ninety-six and eight tenths feet (196.8) to an iron pin located on the West side of State Route #0053; thence along said Road, south twenty-nine degrees, thirty-eight minutes, thirty-five seconds East (S 29 38' 35" E) eighty-nine and six tenths feet (89.6) to an iron pin; thence still along said Road, South thirty-three degrees, forty-six minutes, thirty seconds East (S 33 46' 30" E) one hundred nine and four tenths feet (109.4) to an iron pin and place of beginning. CONTAINING 0.8997 acres.

Tax Parcel #124.0-Q11-000-00064

BEING the same premises which Nile A. Linberg, Executor of the Estate of Elizabeth J. Linberg a/k/a Betty Linberg, deceased, by deed dated March 10, 1997 and recorded March 12, 1997 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1825 Page 255 granted and conveyed to Michael Kerlin and Melanie D. Cartwright, as joint tenants with right of survivorship.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20400
NO: 06-636-CD

PLAINTIFF: M & T BANK, SUCCESSOR IN INTEREST TO KEYSTONE FINANCIAL BANK, NA
VS.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN A/K/A MELANIE CARTWRIGHT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/17/2006

LEVY TAKEN 08/15/2006 @ 10:07 AM

POSTED 08/15/2006 @ 10:07 AM

SALE HELD 02/02/2007

SOLD TO M & T BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 08/14/2007

DATE DEED FILED 08/14/2007

PROPERTY ADDRESS 2107 MORRISDALE ALLPORT HIGHWAY PHILIPSBURG , PA 16866

FILED

08/11/04 8:01
AUG 14 2007

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@ SERVED MICHAEL J. KERLIN

HOUSE EMPTY NOT ABLE TO SERVE MICHAEL J. KERLIN, DEFENDANT, AT 2107 MORRISDALE ALLPORT HIGHWAY, PHILIPSBURG, PA 16866

12/09/2006 @ SERVED MELANIE D. KERLIN A/K/A MELANIE CARTWRIGHT

SERVED MELANIE D. KERLIN A/K/A MELANIE CARTWRIGHT, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 6356 MORRISDALE ALLPORT HWY. CERT #70060810000145072285 SIGNED FOR BY MELANIE KERLIN.

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

08/28/2006 @ SERVED MICHAEL J. KERLIN

SERVED MICHAEL J. KERLIN, DEFENDANT, BY REG AND CERT MAIL TO P. O. BOX 78, LANSE, PA 16849. CERT #70050390000372352008. SIGNED FOR BY SUSAN KERLIN.

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

@ SERVED

NOW, OCTOBER 5, 2006 RECEIVED A FAX LETTER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR OCTOBER 6, 2006 TO JANUARY 5, 2007.

12/01/2006 @ SERVED MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT

SERVED MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT, DEFENDANT, BY REG AND CERT MAIL PER COURT ORDER TO 2107 MORRISDALE ALLPORT HIGHWAY, PHILIPSBURG, PA. RETURNED UNCLAIMED TO SHERIFF OFFICE 12/14/06. CERT #70060810000145072292 REG MAIL RETRURNED 12/8/06.

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

@ SERVED

NOW, JANUARY 4, 2007 AN ORDER OF COURT AUTHORIZING ALTERNATE SERVICE AND POSTPONE THE SHERIFF SALE SCHEDULED FOR JANUARY 5, 2007 TO FEBRUARY 2, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20400

NO: 06-636-CD

PLAINTIFF: M & T BANK, SUCCESSOR IN INTEREST TO KEYSTONE FINANCIAL BANK, NA
VS.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN A/K/A MELANIE CARTWRIGHT

Execution REAL ESTATE

SHERIFF RETURN

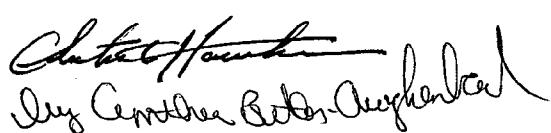
SHERIFF HAWKINS \$359.60

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

M & T Bank, successor in interest
to Keystone Financial Bank, NA

Vs.

NO.: 2006-00636-CD

Michael J. Kerlin and
Melanie D. Kerlin a/k/a Melanie Cartwright

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA, Plaintiff(s) from MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a Melanie D. Cartwright, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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AMOUNT DUE/PRINCIPAL:.....\$62,644.75
INTEREST from 2/21/06 to 8/31/06
@ 9.490% per annum on \$49,984.94:...\$1,001.00
ATTY'S FEES:.....\$1,613.19
DATE: 07/17/2006

PROTHONOTARY'S COSTS PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES from 2/21/06 to 8/31/06
@ 5% per month on \$660.62:.....\$39.62
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 17th day
of July A.D. 2006
At 3:00 A.M. R.M.

Charles A. Steele, Jr.
Sheriff by Cynthia Butler Aughenday

Requesting Party: Lori A. Gibson, Esq.
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff

vs.

Civil Action No. 06-636-CD

MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARTWRIGHT

Defendants

DEED DESCRIPTION

All the right, title, interest and claim of Michael J. Kerlin and Melanie Kerlin aka Melanie D. Cartwright, of, in and to

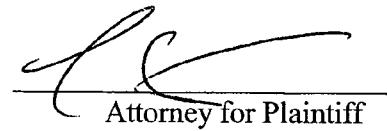
ALL that certain piece or parcel of land situated in the Township of Morris, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the West side of State Route #0053. Said point is also the Northeast corner of other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg; thence along other lands now or formerly of Nile F. Lindberg and Elizabeth J. Lindberg, South sixty-one degrees, forty-two minutes, forty-eight seconds West (S 61 42' 48" W) two hundred one and thirty-three hundredths Feet (201.33) to an iron pin on line now or formerly of Maxton Coal Co.; thence along lands of same North thirty degrees, thirty-six minutes, fifteen seconds West (N 30 36' 15" W) one hundred ninety-nine feet (199.0) to an iron pin and also the Southwest corner of Wesley C. Lidgett, Jr. and Beverly J. Lidgett; thence along lands of same, North sixty-one degrees, forty-nine minutes, ten seconds East (N 61 49' 10" E) one hundred ninety-six and eight tenths feet (196.8) to an iron pin located on the West side of State Route #0053; thence along said Road, south twenty-nine degrees, thirty-eight minutes, thirty-five seconds East (S 29 38' 35" E) eighty-nine and six tenths feet (89.6) to an iron pin; thence still along said Road, South thirty-three degrees, forty-six minutes, thirty seconds East (S 33 46' 30" E) one hundred nine and four tenths feet (109.4) to an iron pin and place of beginning. CONTAINING 0.8997 acres.

Tax Parcel #124.0-Q11-000-00064

BEING the same premises which Nile A. Linberg, Executor of the Estate of Elizabeth J. Linberg a/k/a Betty Linberg, deceased, by deed dated March 10, 1997 and recorded March 12, 1997 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1825 Page 255 granted and conveyed to Michael Kerlin and Melanie D. Cartwright, as joint tenants with right of survivorship.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 06-636-CD, seized and taken in execution as the property of MICHAEL J. KERLIN AND MELANIE KERLIN AKA MELANIE D. CARTWRIGHT at the suit of M & T BANK successor in interest to KEYSTONE FINANCIAL BANK NA.



Attorney for Plaintiff

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL J. KERLIN NO. 06-636-CD

NOW, August 14, 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 February 02, 2007, I exposed the within described real estate of Michael J. Kerlin And Melanie D. Kerlin A/K/A Melanie Cartwright to public venue or outcry at which time and place I sold the same to M & T BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	62,644.75
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	14.24	FROM TO 02/02/2007	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	14.24	LATE CHARGES AND FEES	39.62
CSDS	15.00	COST OF SUIT-TO BE ADDED	
COMMISSION	10.00	FORECLOSURE FEES	
POSTAGE	0.00	ATTORNEY COMMISSION	
HANDBILLS	23.16	REFUND OF ADVANCE	
DISTRIBUTION	15.00	REFUND OF SURCHARGE	40.00
ADVERTISING	25.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	15.00	PROPERTY INSPECTIONS	
ADD'L POSTING	30.00	INTEREST	1,001.00
ADD'L MILEAGE	15.00	MISCELLANEOUS	
ADD'L LEVY	56.96		
BID AMOUNT	15.00	TOTAL DEBT AND INTEREST	\$65,338.56
RETURNS/DEPUTIZE	1.00		
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	237.94
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES	40.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$359.60	LIEN SEARCH	200.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	29.50
		SHERIFF COSTS	359.60
		LEGAL JOURNAL COSTS	126.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	80.00
		MUNICIPAL LIEN	1,231.54
DEED COSTS:		TOTAL COSTS	\$2,394.58
ACKNOWLEDGEMENT	5.00		
REGISTER & RECORDER	29.50		
TRANSFER TAX 2%	0.00		
TOTAL DEED COSTS	\$29.50		

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

COPY

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

M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA,	*
Plaintiff	*
vs.	*
MICHAEL J. KERLIN and MELANIE KERLIN , a/k/a MELANIE D. CARTWRIGHT,	NO. 05-835-CD
Defendants	*
	*
	*
	*
	*
	*

AMENDED ORDER

NOW, this 22nd day of December, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure Notice of Sheriff's Sale upon **Defendant, MICHAEL KERLIN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, PO Box 78, Lanse, PA 16849 and by posting the mortgaged premises known in this herein action as 2107 Morrisdale-Allport Highway, a/k/a RR 4, Box 268, Philipsburg, PA 16866.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

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

DEC 22 2005

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

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

M & T BANK successor in interest to
KEYSTONE FINANCIAL BANK, NA,
Plaintiff
vs.
MICHAEL J. KERLIN and
MELANIE KERLIN a/k/a MELANIE D. CARTWRIGHT,
Defendants
* NO. 06-636-CD
*
*
*
*

ORDER

NOW, this 21st day of November, 2006, upon consideration of Plaintiff's Motion for Alternate Service in Accordance with PA R.C.P. 430, it is hereby ORDERED that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendant, MELANIE KERLIN a/k/a MELANIE D. CARTWRIGHT, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal; by first class mail and by certified mail, return receipt requested, to 2107 Morrisdale Airport Highway, Philipsburg, PA 16866 and 6356 Morrisdale Airport Highway, Morrisdale, PA 16858; and by posting the mortgaged premises known in this herein action as 2107 Morrisdale Airport Highway, Philipsburg, PA 16866.

Service by the aforementioned means is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of Service.

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

FREDRIC J. AMMERMAN
President Judge

NOV 28 2006

Attest:

Wm. J. Ammerman
Prothonotary/
Clerk of Courts

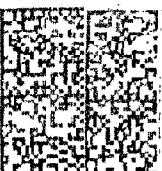


CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hastler

\$ 00.630
12/01/2006

Mailed From 16830
US POSTAGE

MELANIE KERLIN A/K/A
MELANIE D. CARTWRIGHT
2107 MORRISDALE ALLPORT HIGHWAY
PHILIPSBURG, PA

NIXIE

165 1 25 12/07/06

NOT RETURN TO SENDER
UNDELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830247201

*1696-02689-02-26
16830247201

12/01/06

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT
2107 MORRISDALE ALLEGPORT HIGHWAY
PHILIPSBURG, PA 16666

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

2. Article Number <i>(Transfer from service label)</i>	7006 0810 0001 4507 2292
PS Form 3811, February 2004	Domestic Return Receipt

102595-02-M-1540





CHESTER A. HAWKINS

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

7006 0810 0001 4507 2292



Hector

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四
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C. POSTAGE

10
11
12

MELANIE KERLIN A/K/A
MELANIE D. CARTWRIGHT

2107 MUR
PHILIPSBL
KERL 107

KERL107 155 1 N C 25 12/11/06
RETURN TO SENDER

BC: 168868750707 4PM 0596-17172-11-33
UNDETERMINED

1606629060

The logo consists of the text "U.S. Postal Service" in a serif font, "CERTIFIED MAIL" in a large, bold, sans-serif font, and "RECEIPT" in a smaller, bold, sans-serif font. Below "RECEIPT" is the text "(Domestic Mail Only. No Insurance Coverage Provided)" in a very small, italicized font.

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

Postage	S
Certified Fee	
Return Receipt Fee (Independent Required)	
Postmarked Delivery Fee (Independent Required)	

[Signature]

7006 0810 0001 4507 2292

MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT
2107 MORRISDALE ALPORT HIGHWAY
PHILIPSBURG, PA 16866

PS Form 3800, June 2002
See Reverse for Instructions

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:

MICHAEL J. KERLIN
P. O. BOX 78
LANSE, PA 16849

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	
<input checked="" type="checkbox"/> <u>Susan Kerlin</u>	
B. Received by (Printed Name)	C. Date of Delivery
<u>Susan Kerlin</u>	<u>8-28-06</u>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If YES, enter delivery address below:	
<p style="text-align: center;">X</p> <hr/> <hr/>	

10259542-M-1540

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													
7005 0390 0003 7235 2008	07 CLEA 517 Postmark												
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Postage</td> <td style="width: 50%;">\$ 0.65</td> </tr> <tr> <td colspan="2">Certified Fee</td> </tr> <tr> <td colspan="2">\$ 1.85</td> </tr> <tr> <td colspan="2"> <small>(Endorsement Required) Return Receipt Fee Restricted Delivery Fee (Endorsement Required)</small> </td> </tr> <tr> <td colspan="2">\$ 1.00</td> </tr> <tr> <td colspan="2"> <small>Total Postage & Fees</small> \$ 4.85 </td> </tr> </table>		Postage	\$ 0.65	Certified Fee		\$ 1.85		<small>(Endorsement Required) Return Receipt Fee Restricted Delivery Fee (Endorsement Required)</small>		\$ 1.00		<small>Total Postage & Fees</small> \$ 4.85	
Postage	\$ 0.65												
Certified Fee													
\$ 1.85													
<small>(Endorsement Required) Return Receipt Fee Restricted Delivery Fee (Endorsement Required)</small>													
\$ 1.00													
<small>Total Postage & Fees</small> \$ 4.85													
Sent To MICHAEL J. KERLIN P. O. BOX 78 LANSE, PA 16849 Street, Apt. No., or PO Box No. City, State, ZIP+4													
See Reverse for Instructions													

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

7005 0390 0003 7235 2008

PS Form 3811, February 2004

Domestic Return Receipt

10259542-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *M. Kerlin* *12-9-06*

B. Received by (Printed Name)

C. Date of Delivery

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

MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT
6356 MORRISDALE ALPORT HIGHWAY
MORRISDALE, PA 16858

1. Article Addressed to:**2. Article Number**

(Transfer from service label) **7006 0810 0001 4507 2285**

PS Form 3811, February 2004 Domestic Return Receipt 102593-02-M-1540

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

U.S. Postal Service CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE ONLY	
Postage	\$ 1.60
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.85
12/17/2006	
Sent To	
MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT	
Street, Apt. No. 6356 MORRISDALE ALPORT HIGHWAY	
or PO Box No. MORRISDALE, PA 16858	
City, State, Zip+4	
PS Form 3800, June 2002	
See Reverse for Instructions	

JOSEPH J. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY)
NICHOLAS D. KRAWEC (PA, NC, OH)
LORI A. GIBSON (PA)
KIRK B. BURKLEY (PA)

BERNSTEIN
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WV)
DEBORAH R. ERBSTEIN (PA)
CHRISTOPHER M. BOBACK (PA)
PETER J. ASHCROFT (PA)
TRICIA DAVIS (PA)

(STATES OF ADMISSION)

STE. 2200 GULF TOWER 707 GRANT ST., PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3197 412-456-8100 FAX 412-456-8136
www.berNSTEINlaw.com

MAIL@BERNSTEINLAW.COM

Clearfield County Sheriff
Market Street
Clearfield, PA 16830
Attn: Real Estate

October 5, 2006

VIA FACSIMILE #814-765-5915

Re: M & T Bank
Vs: Michael Kerlin and Melanie Kerlin
DOCKET NO. 06-636-CD
BERNSTEIN FILE NO. F0053876

Dear Sheriff:

Kindly postpone the sheriff sale to the regularly scheduled January 5, 2007 sale. Please announce the new date and time to any bidders assembled for the October 6, 2006 sale. Thank you for your assistance.

Please feel free to communicate with me or the Legal Assistant on this Case, Cheryl A. Bauer at (412) 456-8111.

BERNSTEIN LAW FIRM, P.C.

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

M & T BANK successor in
interest to KEYSTONE
FINANCIAL BANK, NA

Plaintiff,

CIVIL ACTION NO. 06-636-CD

vs.

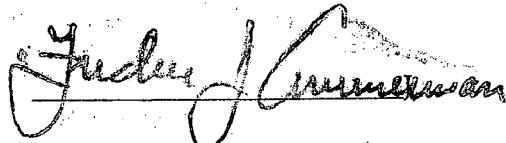
MICHAEL J. KERLIN AND
MELANIE KERLIN AKA
MELANIE D. CARIWRIGHI

Defendants.

ORDER OF COURT AUTHORIZING ALTERNATE SERVICE
PURSUANT TO PA. R.C.P. 430

AND NOW, this 3rd day of JANUARY 2007, upon consideration
of the foregoing Motion, it is ORDERED that the Sheriff's Sale of the Property at 2107 Morrisdale
Allport Highway, Philipsburg, PA 16866 is hereby postponed to the regularly scheduled February
2, 2007, Sheriff's Sale, without further notice or advertisement.

BY THE COURT:



FILED *cc*
01/04/2007 Atty Lewis
JAN 04 2007 (will serve, includn
Sheriff)
WM

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 14 2007

William A. Shaw
Prothonotary/Clerk of Courts