



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 D. KERLIN AKA  
MELANIE D. CARTWRIGHT,

Defendants.

No. *06-636-CD*

COMPLAINT IN MORTGAGE  
FORECLOSURE

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** *Any pd.*  
*m/10:5301* *85-00*  
**APR 24 2006** *acc shff*  
*LM*  
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 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 "Mortgagee"

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

RR 4 BOX 268 PHILIPSBURG PA 16866

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

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 on Page(s) 255

Tax Parcel Number, (or other Uniform Parcel Identifier, if any): 124-011-64 or, if it is 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 Mortgage 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 \$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. 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 fees 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 not use the Premises illegally 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 loss payee. 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 fail 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 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 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 at our choice, 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 all real estate 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. 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 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 also 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 recover 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 addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, 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 applicable state and exemption laws. These rights may (i) be for your benefit or relief, (ii) limit the amount you owe us to the proceeds of the sale of the Premises, (iii) exempt the Premises, or part of the proceeds of its sale, 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.

Mortgagor MICHAEL J KERLIN (SEAL)  
Mortgagor MELANIE D KERLIN AKA MELANIE D CARTWRIGHT (SEAL)  
Mortgagee (SEAL)

Document 111 of 21

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

SS:

On 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

Title of Officer

Mary Ann Crowell  
Notary Public for the State of Pennsylvania  
My Comm. Exp. May 26, 2001  
Member Pennsylvania Association of Notaries

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

One Keystone Plaza

Street

Harrisburg

City/Municipality

Dauphin

County

17105

Zip Code

Signature

Mary Ann Crowell

Agent on behalf of Mortgagee

COMMONWEALTH  
OF  
PENNSYLVANIA

MORTGAGE  
FROM

MICHAEL J KERLIN

MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

RR 4 BOX 268 PHILIPSBURG PA 16856

Mortgagee

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 2A OF 2A

MORTCLIB/PA 1-5-99



**MORTGAGE**

18-H-3790-120016

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 "Mortgagee" **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** County **CLEARFIELD** Pennsylvania Block No. Lot No. (the "Premises")  
Township / City / Municipality / Borough

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** on Page(s) **255**.

Tax Parcel Number (or other Uniform Parcel Identifier, if any) **124-011-64**

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 Mortgage 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 \$ **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 also secures 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 the Premises.

**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 not use the Premises illegally 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 times 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 payee. 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. If you fail 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 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 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 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. 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 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 addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes. 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 appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, 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.

Mortgagor **MICHAEL J KERLIN** (SEAL) Mortgagee (SEAL)  
Mortgagor **MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** (SEAL) Mortgagee (SEAL)  
ORIGINAL 11 OF 24 mod(1)PA-1-5-99



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

ALL THAT CERTAIN

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
199919634

RECORDED IN  
NOV 30 1999  
1:23:43 PM

RECORDING FEES \$13.00  
REORDER

COUNTY IMPROVEMENT \$1.00  
FUND

REORDER \$1.00  
IMPROVEMENT FUND

STATE ARI TAX \$0.50  
TOTAL \$15.50

**COMMONWEALTH OF PENNSYLVANIA**  
**COUNTY OF CLEARFIELD**

On this, the 26th day of November, 1999, before me, Mary Ann Crowell, known to me (or satisfactorily proved) to be the undersigned official, personally appeared Michael J. and Melanie D. Kerlin, known to me (or satisfactorily proved) to be the person(s) whose name(s) are subscribed as Owner to the instrument and acknowledged that they executed the same for the purposes 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 11/30/2001

Title of Office

I certify that the within named MORTGAGEE

Keystone Financial Bank, N.A.One Keystone Plaza

Street

Harrisburg

City/Municipality

Dauphin

County

17105

Zip Code

Signature

Mary Ann Crowell

Agent on behalf of Mortgagee

**COMMONWEALTH OF PENNSYLVANIA**

**MORTGAGE FROM**

MICHAEL J. KERLINMELANIE D. KERLIN AKA MELANIE D. CARTWRIGHTRR 4 BOX 268 PHILIPSBURG PA 16866

Insert Name(s) of Mortgagor(s)  
TO

Mortgagee

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

**Recorder - Please return to:**

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

ORIGINAL 2A/2A

MORTCLIB/PA 1-5-99

NOTE AND SECURITY AGREEMENT, Dated November 26, 1999

NOTICE: ☒ Y ☐ N

18 # 37901120016

for separate itemization of Amount Financed  
Itemization of Amount Financed

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you on your behalf	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments
09.99 %	\$ 57,155.73	\$ 61,755.87	\$ 118,911.60
n means an estimate			

Your Payment Schedule will be:  
Number of Payments: 180  
Amount of Payments: \$ 660.62  
When Payments Are Due: Monthly, beginning December 26, 1999

Security: You are giving a security interest in:

☐ His goods or property being purchased  
☒ (Print description of other property)

RR 4 BOX 266 PHILIPSBURG PA 16866

Filing Fee \$ 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.  
The "your contract documents for any additional information about nonpayment, default, any required repayment in full before 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 are 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 US:** Keystone Financial Bank, N.A., One Keystone Plaza, Harrisburg, PA 17105, or to our order, at any of our offices, the Amount Financed, plus any prepayment charges and interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning 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 Agreement:** As security for the prompt payment of the sums you owe and the proper performance of your promises in this Note, you and all the "Co-Owners" 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 266 PHILIPSBURG PA 16866

All the property which secures this Note to collect the "Collateral." Our rights and your responsibilities regarding any personal property collateral are provided in the Security Agreement, which constitutes the reverse side. Our rights in any collateral are contained in the Mortgage. At your expense, you will properly and join with us in signing and filing documents and in taking any other steps which are then necessary to perfect, maintain perfection of, and simply our security interest in the Collateral.  
**NO 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 credit shown below. Single Credit Life and Single Credit Accident & Health Insurance and Single Credit Voluntary Unemployment Insurance are available to any one borrower signing for insurance below. Joint Credit Life Insurance is available to both Borrowers signing the Note. No credit insurance will be provided unless the appropriate question(s) is signed by the Borrower(s) in the space(s) provided and the cost shown below are included in the Amount Financed.

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

Signature of Borrower to be insured for Single Credit Life Insurance  
What is your age? 24 Years

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

Signature of Borrower to be insured for Single Voluntary Unemployment Insurance

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

Signature of Borrower to be insured for Single Credit Accident & Health Insurance  
What is your age? 24 Years

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

Signature of both Borrowers to be insured for Joint Credit Life Insurance  
What is your age? 25 Years

NEWMARKET UNION SECURITY LIFE INSURANCE COMPANY and AMERICAN SECURITY INSURANCE COMPANY, Wilmington, Delaware

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE SECOND PAGE ARE PART OF THIS NOTE.  
BY SIGNING BELOW YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.  
YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

(SEAL) RR 4 BOX 266 PHILIPSBURG PA 16866  
Address  
RR 4 BOX 266 PHILIPSBURG PA 16866

Borrower's Signature: MICHAEL J KERLIN  
Borrower's Signature: MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

**NOTICE TO CO-SIGNER**

**NOTICE TO CO-SIGNER:** You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which you may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which you may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which you may have to pay up to the full amount of the debt if the Borrower does not pay.

The creditor can collect this debt from you without first trying to collect from the Borrower. The creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is over in default, that fact may become a part of your credit record.

**CO-SIGNER'S SURETY AGREEMENT:** You, the person (or persons) signing as "Co-Signer" below, promise to pay to us, or to our order, the Amount Financed, plus any prepayment charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we own such proceeds payment from you without making any prior demand for payment from the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature

Co-Signer's Signature

NOTICE: SEE SECOND PAGE FOR IMPORTANT INFORMATION.  
Borrower's Copy - Lender's Original

EXHIBIT 2

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 INMEDITAMENTE 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**

HOMEOWNER'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

### 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, WILLIAMS VILLE, 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 WEHRLE DRIVE, 2<sup>ND</sup> FLOOR, WILLIAMS VILLE, 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 ☒ 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. Nicholas, 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. WEHRENBURG (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

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 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 INMEDITAMENTE 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

HOMEOWNER'S NAME(S): Michael J. 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

### 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.

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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.

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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, WILLIAMS VILLE, 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.

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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 WEHRLE DRIVE, 2<sup>ND</sup> FLOOR, WILLIAMS VILLE, 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.

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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

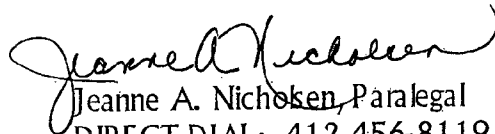
Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546



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. Nicholson, 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.

  
\_\_\_\_\_  
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**

012:2264  
MAY 19 2006

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

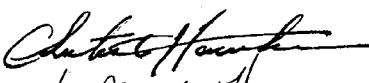
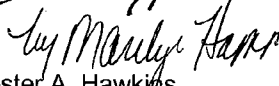
RETURN COSTS

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,

  
by   
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,

vs.

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

Defendants.

No. 06-636-CD

PRAECIPE FOR DEFAULT JUDGMENT

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** Any pd. 20.00  
MIC: 5767 Notice to  
JUL 17 2006 Defs.

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

(GK)



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:

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

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 "defenseink.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>

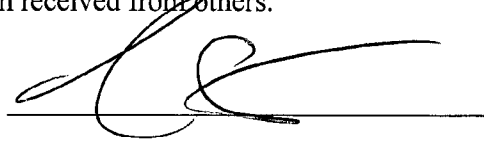
WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

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

*Report ID: **GXNAGBHFH***

### 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 Praeceptum 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, consisting of a stylized 'C' followed by a horizontal line and a flourish.



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.

(xx) 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.

(xx) Entry of Judgment of  
☐ Court Order  
☐ Non-Pros  
☐ Confession  
☒ Default  
☐ Verdict  
☐ Arbitration Award

MICHAEL J. KERLIN  
2107 Morrisdale Allport  
Philipsburg, PA 16866

Prothonotary

By:   
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

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Safety, Harrisburg, PA.

(xx) Entry of Judgment of  
☐ Court Order  
☐ Non-Pros  
☐ Confession  
☒ Default  
☐ Verdict  
☐ Arbitration Award

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

Prothonotary

By: William L. Hargrett  
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

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Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

(xx) Entry of Judgment of  
☐ Court Order  
☐ Non-Pros  
☐ Confession  
☒ Default  
☐ Verdict  
☐ Arbitration Award

MELANIE KERLIN A/K/A  
MELANIE KERLIN  
2107 Morrisdale Allport  
Philipsburg, PA 16866

Prothonotary

By: [Signature]  
PROTHONOTARY (OR DEPUTY)

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.

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  
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entered against you on 7/17/06.

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

☐ Trespass Judgment in the amount  
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days, your motor vehicle operator's  
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be suspended by the Department of  
Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

(xx) Entry of Judgment of  
☐ Court Order  
☐ Non-Pros  
☐ Confession  
☒ Default  
☐ Verdict  
☐ Arbitration Award

MELANIE KERLIN A/K/A  
MELANIE KERLIN  
6356 Morrisdale Allport Hwy  
Morrisdale, PA 16858

Prothonotary

By: [Signature]  
PROTHONOTARY (OR DEPUTY)

CC:Y

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

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

No.: 2006-00636-CD

Real Debt: \$62,644.75

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

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

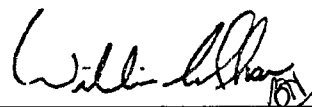
Entry: \$20.00

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

vs.

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

Defendants

Civil Action No. 06-636-CD

PRAECIPE FOR WRIT  
OF EXECUTION IN  
MORTGAGE FORECLOSURE

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** Any pd.  
20.00  
mlq: 5/2/06  
JUL 17 2006 1cc & 6 writs  
w/ prop descr.  
to shif  
William A. Shaw  
Prothonotary/Clerk of Courts  
(6R)

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 \$ 1,001.00

@ 9.490% per annum on \$49,984.94

Late charges from: 2/21/06 to 8/31/06 \$ 39.62

@ 5% per month on \$660.62

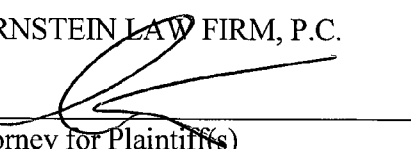
Attorney fees \$ 1,613.19

SUBTOTAL: \$65,298.56

Costs (to be added by Prothonotary): \$ 125.00 **Prothonotary costs**

BERNSTEIN LAW FIRM, P.C.

Date: 6-29-06

By:   
Attorney for Plaintiff(s)  
2200 Gulf Tower  
Pittsburgh, PA 15219  
**BERNSTEIN FILE NO. F0053876**

**FILED**

**JUL 17 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

Prothonotary costs



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 AKA  
MELANIE D. CARTWRIGHT

Defendants

Civil Action No. 06-636-CD

AFFIDAVIT OF COMPLIANCE  
WITH ACT 91

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**

COMMONWEALTH OF PENNSYLVANIA )  
(SS:  
COUNTY OF ALLEGHENY )

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

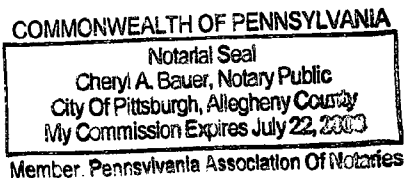
1. He/She is the attorney for the Plaintiff:

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

Cheryl 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

vs.

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

Defendants

Civil Action No. 06-636-CD

AFFIDAVIT PURSUANT  
TO RULE 3129.1

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 Praeipce 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 Nl 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.

6-29-06  
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

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

CC:Y

**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:

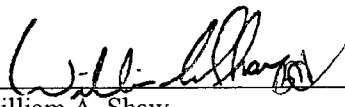
Garnishee(s) as follows:

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 \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

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

\_\_\_\_\_  
Sheriff

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

CA  
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  
mlg:15/BD  
NOV 20 2006

icc  
Any  
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



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

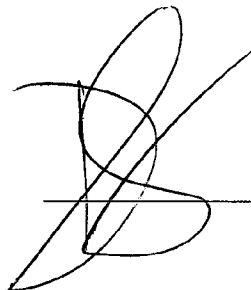
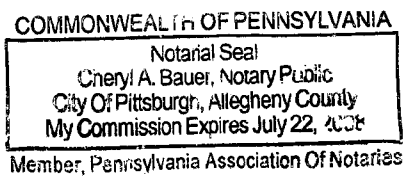
known address for the Defendant, Melanie Kerlin aka Melanie D. Cartwright, to be 6356 Morrisdale Allport Highway, Philipsburg, PA 16866.

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

A handwritten signature in black ink, appearing to be "Cheryl A. Bauer", written over a horizontal line.

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 ALLPORT HIGHWAY  
PHILIPSBSURG, PA 16866

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

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

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: ~~AUGUST 30, 2006~~ ASAP

DATE SERVED, POSTED OR LEVIED: TIME:

NAME OF PERSON SERVED:

FILE:

WHERE SERVED /POSTED(ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

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

8/29/06 735a N/H 8/30/06 903a N/H

8/29/06 N/H

SPECIAL DIRECTIONS:

06-636-CD

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

SERVED, POSTED OR LEVIED ON BY:

TESTES:

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 MAIL@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

EXHIBIT

A-2

PAGE 1 OF 2 PAGES

WARNING

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



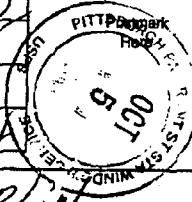
7502 9102 0000 4242 1261

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

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

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



Sent To Melanie Kertin  
Street, Apt. No., or PO Box No. 1356 Moore'sdale Pkwy  
City, State, ZIP+4 Moore'sdale PA 16858-9342  
PS Form 3800, June 2002 See Reverse for Instructions

**BERNSTEIN**  
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

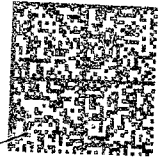
1 TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900

ADDRESS SERVICE REQUESTED

**CERTIFIED MAIL**



7005 1820 0004 7434 2191



RETURN TO SENDER  
LN055  
ALLPORT HWY.  
6858-9342  
☐ MOVED LEFT NO ADDRESS  
☐ UNDELIVERED NOT KNOWN  
☐ UNDELIVERED  
☐ NO SUCH STREET  
☐ BOX CLOSED NO ORDER  
☐ INSUFFICIENT ADDRESS  
☐ NO MAIL RECEIPT  
☐ DO NOT REMAIL WITH THIS ENVELOPE  
☐ NOT DELIVERABLE AS ADDRESSED  
☐ UNABLE TO FORWARD

10-7  
10-12  
10-22

UNITED STATES POSTAGE  
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MAILED FROM ZIP CODE 15222  
\$04.64  
OCT 05 2006  
PITNEY BOWES

UNCLAIMED

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.



CA

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 21<sup>st</sup> 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 Allport 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,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 300

NOV 28 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**NOV 28 2006**

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

CAS

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 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 1cc  
012:42/04  
JAN 04 2007  
Att'y Lewis  
USC

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.

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

AND NOW, comes Plaintiff, M & I 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.

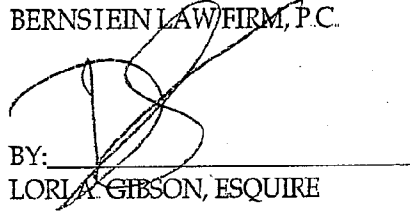
7. In accordance with PA R.C.P. 3129.2, the Defendant must be served with Notice of Sale at least thirty (30) days before the sale. Publication of the Notice of Sale in the Clearfield County Legal Journal was completed less than thirty (30) days before the postponed Sheriff's Sale date of January 5,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

BERNSTEIN LAW FIRM, P.C.



BY:

LORI A. GIBSON, ESQUIRE

PA ID#68013

DEBORAH R. ERBSTEIN, ESQUIRE

PA ID#86470

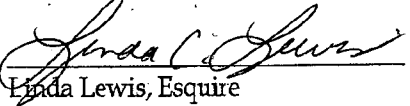
Firm #718

2200 Gulf Tower

Pittsburgh, PA 15219

(412) 456-8100

BERNSTEIN FILE NO. F0053876



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](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.64</b>



Service to  
 Melaine Keelin Akla Melaine Cartwright  
 Street, Apt. No.,  
 or PO Box No. 107 Morrisdale Airport Hwy  
 City, State ZIP+4  
 Philadelphia, PA 19166

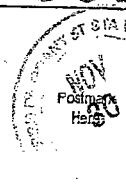
PS Form 3811, February 2004

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.64</b>



Service to  
 Melaine Keelin Akla Melaine Cartwright  
 Street, Apt. No.,  
 or PO Box No. 107 Morrisdale Airport Hwy  
 City, State ZIP+4  
 Philadelphia, PA 19166

PS Form 3811, February 2004

**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:

Melaine Keelin Akla  
 Melaine Cartwright  
 107 Morrisdale Airport Hwy  
 Philadelphia, PA 19166

2. Article 7005 3110 0003 4336 6024

PS Form 3811, February 2004

Domestic Return Receipt PS Form 3811, February 2004

**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:

Melaine Keelin Akla  
 Melaine Cartwright  
 107 Morrisdale Airport Hwy  
 Philadelphia, PA 19166

2. 7005 3110 0003 4336 6031

PS Form 3811, February 2004

Domestic Return Receipt PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- C. Date of Delivery
- 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

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No

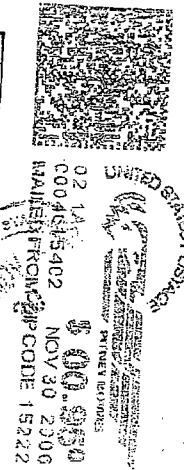
- 3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
- 4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

EXHIBIT

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 Cartier</i> <i>10356 MARSHDALE AIRPORT HWY.</i> <i>PHILIPSBURG, PA 16866</i>			

PS Form 3817, January 2001

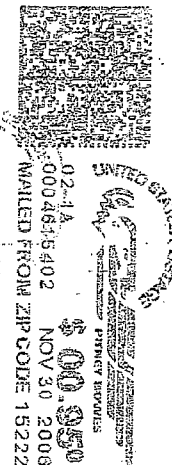
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U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100		
One piece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

PS Form 3817 January 2001

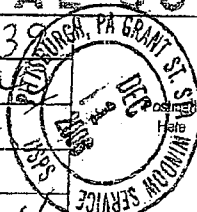
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7500 DTCE E000 4639 9074

U.S. Postal Service	
<b>CERTIFIED MAIL RECEIPT</b>	
(Domestic Mail Only. No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 3.90
Certified Fee	2.50
Return Receipt Fee (Endorsement Required)	1.80
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.64</b>



Sent To	Melanie Kerlin, Attn: Melanie Cartwright
Street, Apt. No., or PO Box No.	2107 Morrisdale Hillcrest Hwy
City, State, Zip+4	PHILADELPHIA PA 19166

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	Barnstein 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 More'sdale Airport Hwy</i> <i>Pittsburgh, PA 15266</i>			

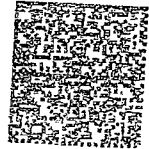
PS Form 3817, January 2001

*F0053876 NLA*

02 1A  
0004015402  
MAILER PERM. ZIP CODE 15222  
DEC 01 2006  
\$00.55  
UNITED STATES  
POSTAL SERVICE  
FIRST CLASS PERMIT NO. 1522 PITTSBURGH, PA

PA GRANT ST. TA. WINDY HILL  
DEC 01 2006  
U.S.

Affix fee  
or meter  
postmark  
Postmaster  
fee




## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

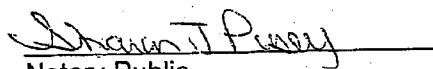
:

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

EXHIBIT 

11/30/2006 14:08 8147655165

PAGE 02

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

F00 53876

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

ACKNOWLEDGEMENT

11/30/06

I, Cheryl 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. (Print date)

Cheryl J. 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

CA

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, this 3<sup>rd</sup> 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:

*Judith J. Cunningham*

FILED <sup>1cc</sup>  
01/04/07  
JAN 04 2007  
Atty Lewis  
(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 CC  
m/jl: 20/6/07  
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

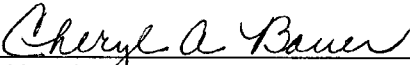
vs.

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

Defendants

**VERIFICATION OF SERVICE OF NOTICE OF SALE**  
**TO DEFENDANT 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, 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 21<sup>st</sup> 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 Allport 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,

/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.

NOV 28 2006

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

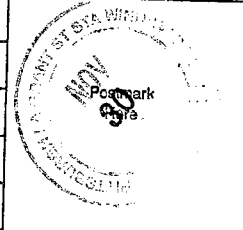
EXHIBIT

A

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage	\$ 39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.64</b>

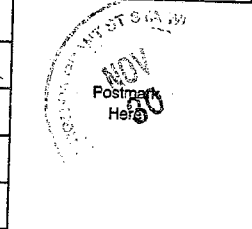


Sent to  
 Melonie Kerlin Alkin Melonie Cartwright  
 Street, Apt. No.,  
 or PO Box No. 2107 Morrisdale Airport Hwy  
 City, State ZIP+4 Philadelphia, PA 19166  
 PS Form 3800, June 2002 See Reverse for Instructions

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage	\$ 39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.64</b>



Sent to  
 Melonie Kerlin Alkin Melonie Cartwright  
 Street, Apt. No.,  
 or PO Box No. 2107 Morrisdale Airport Hwy  
 City, State ZIP+4 Philadelphia, PA 19166  
 PS Form 3800, June 2002 See Reverse for Instructions

TE09 9EEH E000 DTTE 5002

4209 9EEH E000 DTTE 5002

**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:

Melonie Kerlin Alkin  
 Melonie Cartwright  
 2107 Morrisdale Airport Hwy  
 Philadelphia, PA 19166

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ Date of Delivery 12-9-05
- C. Date of Delivery 12-9-05
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
 If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

2. Article 7005 3110 0003 4336 6024  
 PS Form 3811, February 2004 Domestic Return Receipt

**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:

Melonie Kerlin Alkin  
 Melonie Cartwright  
 2107 Morrisdale Airport Hwy  
 Philadelphia, PA 19166

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ Date of Delivery 12-9-05
- C. Date of Delivery 12-9-05
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
 If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

PS Form 3811, February 2004 Domestic Return Receipt

70053876 11540

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 Cartwright</i> <i>6356 Morrisdale Airport Hwy</i> <i>Philipsburg, PA 16866</i>			

PS Form 3817, January 2001

*F0053876 NRA*



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 Cartwright</i> <i>2107 Morrisdale Airport Hwy</i> <i>Philipsburg, PA 16866</i>			

PS Form 3817, January 2001

*F0053876 NRA*

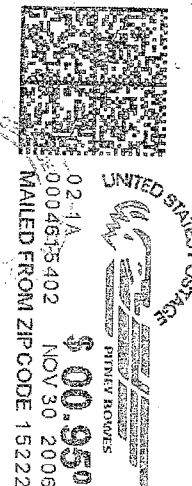


EXHIBIT B

**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

**BERNSTEIN FILE NO. F0053876**

**FILED** NO CC  
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.

CIVIL ACTION NO. 06-636-CD

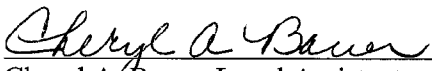
MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT,

Defendants,

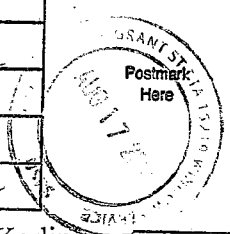
**VERIFICATION OF SERVICE OF NOTICE OF SALE**  
**TO DEFENDANT MICHAEL J. KERLIN AND LIEN CREDITORS**

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

2220 4E42 4000 02RT 5002

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)		1.85	
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$	4.64	
Sent To		Michael J. Kerlin	
Street, Apt. No., or PO Box No.		P.O. Box 78	
City, State, ZIP+4		Lanse, PA 16849	
PS Form 3811, June 2004 See Reverse for Instructions			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Michael J. Kerlin P.O. Box 78 Lanse, PA 16849</p>		<p>A. Signature <i>Michael Kerlin</i> <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <i>Susan Kerlin</i> <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery <i>8-22-06</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7005 1620 0004 7434 0777</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
PS Form 3811, February 2004 Domestic Return Receipt		FO053876 102595-02-M-1540	

EXHIBIT A



Name and Address of Sender

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

Article Number

1.

Mitchell P. Christoff Petroleum

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

2.

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

3.

Morris Township

1189 Oak Grove Road  
Morrisdale, PA 16858-9308

4.

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

5.

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

6.

7.

8.

Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of receiving employee)

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

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

F0058876

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

Fee

Handling  
Charge

Postage

Addressee (Name, Street, City, State, & ZIP Code)

- Check type of mail or service:
- ☐ Certified
  - ☐ COD
  - ☐ Registered
  - ☐ Delivery Confirmation
  - ☐ Return Receipt for Merchandise
  - ☐ Signature Confirmation
  - ☐ Express Mail
  - ☐ Insured

Postage

Affix Stamp Here

(If issued as a

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or for additional

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Postmark and

Date of Receipt

Fee

Handling

Charge

Postage

Addressee (Name, Street, City, State, & ZIP Code)

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Postmark and

Date of Receipt

Fee

Handling

Charge

Postage

Addressee (Name, Street, City, State, & ZIP Code)

Affix Stamp Here

(

Name and Address of Sender  
Bernstein Law Firm, P.C.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured
- ☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

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

Address (Name, Street, City, State, & ZIP Code)

Article Number

Fee

Handling  
Charge

Commonwealth Financial Systems  
120 NI Keyser Avenue  
Scranton, PA 18504

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

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

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

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

Total Number of Pieces  
Listed by Sender

Postmaster, Pay (Name of recipient/employee)

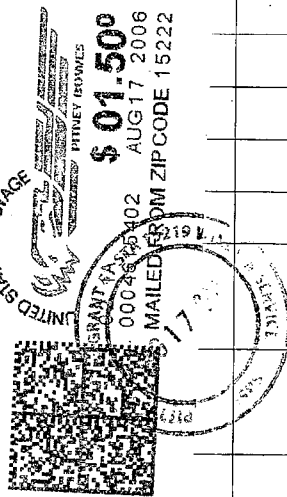
Total Number of Pieces  
Received at Post Office

See Privacy Act Statement on Reverse

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

Complete by Typewriter, Ink, or Ball Point Pen

FO053876



Delivery Confirmation  
Signature Confirmation  
Special Handling  
Restricted Delivery  
Return Receipt

**FILED**

**JAN 16 2007**

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

134

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.

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  
AUG 10 2007 CC  
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. KERLIN AND MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT Defendants To: Melanie Kerlin a/k/a Melanie D. Cartwright You are hereby notified that your property located at 27107 Morrisdale Airport Highway, Philipsburg, PA 16866 will be sold at Sheriff's Sale on Friday, January 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  
FILENO. 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.

My Commission Expires  
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007

Member, Pennsylvania Association Of Notaries

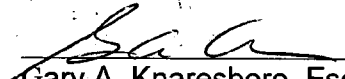
## PROOF OF PUBLICATION

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

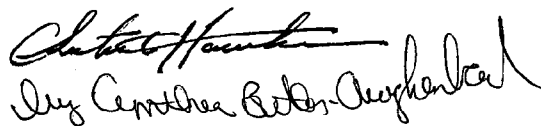
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,

  
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 17<sup>th</sup> day  
of July A.D. 2006  
At 3:00 A.M./P.M.

Charles A. Steinhilber  
Sheriff by Cynthia Butler Aug 10 2006

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

07/11/04 3:01  
AUG 14 2006

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

@

SERVED MICHAEL J. KERLIN

HOUSE EMPTY NOT ABLE TO SERVE MICHAEL J. KERLIN, DEFENANT, 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 MALANIE 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, DEFENDNT, 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, C/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 RETRUNED 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

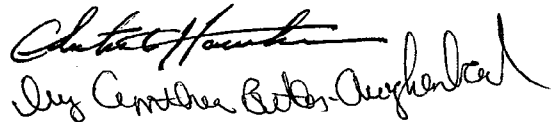
SURCHARGE \$40.00 PAID BY ATTORNEY

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;

- (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 17<sup>th</sup> day  
of July A.D. 2006  
At 3:00 A.M. RM

Charles A. Heston  
Sheriff By Cynthia Butler Aughenbaugh

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:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.24
LEVY	15.00
MILEAGE	14.24
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	23.16
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	56.96
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$359.60</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	62,644.75
INTEREST @ %	0.00
FROM TO 02/02/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	39.62
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,001.00
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$65,338.56</b>

**COSTS:**

ADVERTISING	237.94
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
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
<b>TOTAL COSTS</b>	<b>\$2,394.58</b>

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

CHESTER A. HAWKINS, Sheriff



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,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*

NO. 05-835-CD

**AMENDED ORDER**

NOW, this 22<sup>nd</sup> 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. 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.

MICHAEL J. KERLIN and  
MELANIE KERLIN a/k/a MELANIE D. CARTWRIGHT,  
Defendants

NO. 06-636-CD

**ORDER**

NOW, this 21<sup>st</sup> 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 Allport 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,

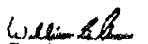
/s/ Fredric J. Ammerman

**FREDRIC J. AMMERMAN**  
President Judge

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

NOV 28 2006

Attest.

  
Prothonotary/  
Clerk of Courts



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

12/18/06

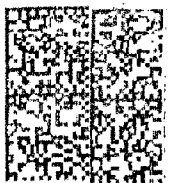
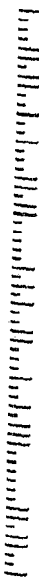
MELANIE KERLIN A/K/A  
MELANIE D. CARTWRIGHT  
2107 MORRISDALE ALLPORT HIGHWAY  
PHILIPSBURG, NJ 08859

NIXIE 165 1 25 12/07/06

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

EC: 16830247201 \*1696-02699-02-26

16830247201



Hasler

\$00.630

12/01/2006

Mailed From 16830  
US POSTAGE

SEE INSTRUCTIONS ON BACK OF MAILING LABEL FOR POSTAGE AND FEE INFORMATION. PLACE STICKER HERE.

**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:

MELANIE KERLIN AKA MELANIE D. CARTWRIGHT  
2107 MORRISDALE ALLPORT HIGHWAY  
PHILIPSBURG, PA 16866

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

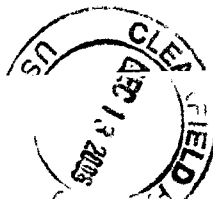
2. Article Number  
(Transfer from service label)

7006 0810 0001 4507 2292

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

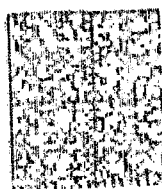




CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 2292



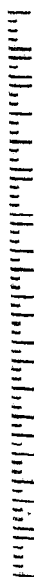
Postnet  
\$04.882  
21062006  
US POSTAGE

P/A/b

MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT  
2107 MORRISDALE  
PHILPSBL

165 11 N C 25 12/11/05  
RETURN TO SENDER  
NO FORWARD ORDER ON FILE  
UNABLE TO FORWARD  
RETURN TO SENDER  
BC: 16866790707 PM X0596-17172-11-33

1686679999



7006 0810 0001 4507 2292

<b>U.S. Postal Service<sup>®</sup></b>	
<b>CERTIFIED MAIL<sup>™</sup> RECEIPT</b>	
<i>(Domestic Mail Only, No Insurance Coverage Provided)</i>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	\$
Return Receipt Fee (Insurance Required)	\$
Restricted Delivery Fee (Insurance Required)	\$
Total Postage & Fees	\$ 4.88
Sent to: MELANIE KERLIN AKA MELANIE D. CARTWRIGHT 2107 MORRISDALE ALLPORT HIGHWAY PHILPSBURG, PA 16866	
PS Form 3800, June 2002 See Reverse for Instructions	

**SENDER: COMPLETE THIS SECTION**

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

**COMPLETE THIS SECTION ON DELIVERY**

1. Article Addressed to:

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

2. Article Number  
(Transfer from service label)

7005 0390 0003 7235 2008

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

A. Signature

*Michael Kerlin* ☒ Agent

B. Received by (Printed Name)

*Susan Kerlin*

C. Date of Delivery

*8-28-06*

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

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☐ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

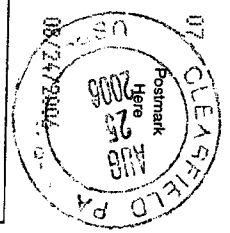
☐ Yes

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	\$0.63
Certified Fee	\$	\$2.40
Return Receipt Fee (Endorsement Required)	\$	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00
Total Postage & Fees	\$	\$4.88



Sent To

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

PS Form 3800, June 2002

See Reverse for Instructions

7005 0390 0003 7235 2008

**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:

MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT  
6336 MORRISDALE ALLPORT HIGHWAY  
MORRISDALE, PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Melanie Kerlin*

☐ Agent

B. Received by (Printed Name)

*Melanie Kerlin*

☒ Addressee

C. Date of Delivery

*12-9-06*

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

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered Mail

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number **7006 0810 0001 4507 2285**  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

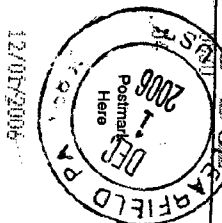
7006 0810 0001 4507 2285

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL**

Postage	\$	\$0.65
Certified Fee	\$	\$2.40
Return Receipt Fee (Endorsement Required)	\$	\$1.25
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00
Total Postage & Fees	\$	\$4.30



Sent To  
MELANIE KERLIN A/K/A MELANIE D. CARTWRIGHT  
Street, Apt. No.: 6336 MORRISDALE ALLPORT 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 -800-827-3197 412-456-8100 FAX 412-456-8135  
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.



CP

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.

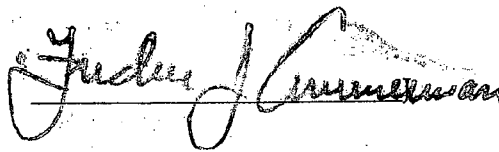
MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARIWRIGHT

Defendants.

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

AND NOW, this 3<sup>rd</sup> 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 1cc  
012:42/61 Atty Lewis  
JAN 04 2007 (will serve, includn  
UN Sheriff)

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**AUG 14 2007**

William A. Shaw  
Prothonotary/Clerk of Courts