

{ 06-843-CD
M&T Morg. Corp. vs Ashley Winters

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION

PO Box 840

Buffalo, NY 14240-0840

Plaintiff

vs.

ASHLEY N. WINTERS

Mortgagor and Real Owner

986 Coal Run Road

Osceola Mills, PA 16666

Defendant

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 06-843-CD

No.

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

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

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

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

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

FILED
m/1/40 cm pd \$85.00 Atty
MAY 26 2006 KCL Atty
CCSHP
UN

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

William A. Shaw
Prothonotary

A V I S O

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

July 25, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Will A. Shaw
Deputy Prothonotary

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

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

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

KEYSTONE LEGAL SERVICES

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Clearfield, PA 16830

814-765-9646

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of MT-1034.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is M&T MORTGAGE CORPORATION, PO Box 840, Buffalo, NY 14240-0840.
2. The name and address of the Defendant is ASHLEY N. WINTERS, 986 Coal Run Road, Osceola Mills, PA 16666, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On May 13, 2005 mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to M&T MORTGAGE CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200507206. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for February 01, 2006, and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$57,705.40
Interest from 01/01/2006	\$1,265.38
through 05/31/2006 at 5.3000%	
Per Diem interest rate at \$8.38	
Reasonable Attorney's Fee at 5% of Principal Balance as	\$2,885.27
more fully explained in the next numbered paragraph	
Late Charges from 02/01/2006 to 05/31/2006	\$85.95
Monthly late charge amount at \$21.49	
Costs of suit and Title Search	\$900.00
Escrow	\$200.95
Monthly Escrow amount \$106.48	
	<hr/>
	\$63,042.95

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or and "in personam" judgment) against the Defendant in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s)

attached hereto as Exhibit "B". The Defendant has not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$63,042.95, together with interest at the rate of \$8.38, per day and other expenses costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By:



GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 5-25-06



Diana M. Robinson
M&T MORTGAGE CORPORATION

Exhibit A

Exhibit "A"

ALL those certain parcels or lots of land, situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post at side of a public road; thence by land of now or formerly Louis Coudriet North 45 degrees East 112 feet to post corner; thence by land of same South 40 degrees East 81 feet to post in line of George Myer; thence by land of George Myer South 49 degrees 120 feet to a post by the side of the public road; thence by said public road North 33 degrees West 77 feet to a post at the side of the public road and place of beginning. **CONTAINING 33 perches**, and having thereon erected a frame dwelling house.

THE SECOND THEREOF: CONTAINING one acre of seated land.

BEING further identified as Clearfield County Tax Map No. 112-013-62 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto the Borrower herein by deed being recorded contemporaneously herewith.

Exhibit B

04/05/2006

Certified No.: 71826389306007995447

Ashley N Winters
986 Coal Run Road
Osceola Mills, PA 16666

HOMEOWNERS NAME(S): Ashley N Winters

**PROPERTY ADDRESS: 986 Coal Run Road
Osceola Mills, PA 16666**

**LOAN ACCT NO: 0010747574
CURRENT LENDER/SERVICER: M&T Mortgage Corporation**

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 county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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) DAY period, you will not be required to pay attorney's fees.**

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 10 months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T Mortgage Corporation

Address: P.O. Box 840

Buffalo, NY 14240

Phone Number: (800) 724-1633

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

ASSUMPTION OF MORTGAGE -- You may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to, or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Russell M. Alessi Jr.

Russell M. Alessi Jr.

Collections Manager

Enc: Act 91 Notice

Consumer Credit Counseling Agencies Serving Your County

Homeowner's Emergency Assistance Program

Clearfield County

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA
Royal Remax Plaza
Altoona, PA 16602
917 A Logan Boulevard
888.511.2227

CCCS of Western PA
219 A College Park Plaza
Johnstown, PA 15904
888.511.2227

Indiana Co. Community Action Program
827 Water Street
Indiana, PA 15701
Box 187
724.465.2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

The NORCAM Group
4200 Crawford Avenue
Northern Cambria, PA 15714
Suite 200
814.948.4444

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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:

886 Coal Run Road
Osceola Mills, PA 18656

IS SERIOUSLY IN DEFAULT because:

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

Regular payments of \$429.87 for the months of 02/01/2008 through today's date:	\$ 1288.27
Other charges: Accrued Late Charges:	\$ 32.32
	Accrued Other Charges \$ 20.00
TOTAL AMOUNT PAST DUE:	\$ 1340.59

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 \$1340.59, 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 Mortgage Corporation
One Fountain Plaza / 7th Floor
Attn: Payment Processing
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter.

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.



Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	Service Type
		CERTIFIED
Article Number		
7182 6389 3060 0799 5447		

7182 6389 3060 0799 5447

COMPLETE THIS SECTION ON DELIVERY		
A. Signature: <input type="checkbox"/> Addressee or <input type="checkbox"/> Agent	B. Received By: <input type="checkbox"/> Received by Carrier	C. Date of Delivery
<i>Ashley N Winters</i> <i>1/6/2013</i>		
D. Addressee's Address: <small>in Address from Address Label by Service</small>		
Article Addressed To:		

7380010741574
Ashley N Winters
986 Coal Run Road
Osceola Mills, PA 16666

Secondary Address / Suite / Apt / Floor	(Please Print Clearly)
Delivery Date	
City	State
ZIP + 4 Code	

GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

SUITE 5000
MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106
WWW.GOLDBECKLAW.COM

May 24, 2006

William Shaw
Prothonotary of Clearfield County
230 E. Market Street
Clearfield, PA 16830

RE: M&T MORTGAGE CORPORATION
vs.
ASHLEY N. WINTERS

To the Prothonotary:

I enclose the original and copies of a Complaint in Mortgage Foreclosure in the above matter. Please file the original and forward to the Sheriff's office the copies of the Complaint together with the Sheriff's service forms.

Please return a date stamped copy of the filed Complaint in the enclosed self-addressed envelope. I have also enclosed checks to cover the costs.

Very truly yours,

Goldbeck, McCafferty & McKeever
Laura Bryans, Manager
215-825-6315
215-825-6415
Lbryans@goldbecklaw.com
Main Number: 215-627-1322

Enclosure

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 101585

M&T MORTGAGE CORPORATION

Case # 06-843-CD

vs.

ASHLEY N. WINTERS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 11, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ASHLEY N. WINTERS, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	259587	10.00
SHERIFF HAWKINS	GOLDBECK	259587	31.80

Sworn to Before me This

____ Day of _____ 2006

So Answers,

*Chester Hawkins
by Marilyn Haskins*
Chester A. Hawkins
Sheriff

FILED
07/11/2006
JUL 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

BECK McCAFFERTY & McKEEVER
GOLDBECK, JR.
BY: JEFFREY I.D. #16132
ATT' 5000 - MELLON INDEPENDENCE CENTER
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ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff
vs.
ASHLEY N. WINTERS
Mortgagor and Real Owner
986 Coal Run Road
Osceola Mills, PA 16666

Defendant

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

IN THE COURT OF COMMON PLEAS
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ACTION OF MORTGAGE FORECLOSURE

Term 06-843-CD

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

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KEYSTONE LEGAL SERVICES

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

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

PENNSYLVANIA BAR ASSOCIATION

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

MAY 26 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

A V I S O

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

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

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

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

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

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of MT-1034.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is M&T MORTGAGE CORPORATION, PO Box 840, Buffalo, NY 14240-0840
2. The name and address of the Defendant is ASHLEY N. WINTERS, 986 Coal Run Road, Osceola Mills, PA 16666, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On May 13, 2005 mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to M&T MORTGAGE CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200507206. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for February 01, 2006, and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$57,705.40
Interest from 01/01/2006	\$1,265.38
through 05/31/2006 at 5.3000%	
Per Diem interest rate at \$8.38	
Reasonable Attorney's Fee at 5% of Principal Balance as	\$2,885.27
more fully explained in the next numbered paragraph	
Late Charges from 02/01/2006 to 05/31/2006	\$85.95
Monthly late charge amount at \$21.49	
Costs of suit and Title Search	\$900.00
Escrow	\$200.95
Monthly Escrow amount \$106.48	
	<hr/>
	\$63,042.95

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or and "in personam" judgment) against the Defendant in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s)

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

attached hereto as Exhibit "B". The Defendant has not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$63,042.95, together with interest at the rate of \$8.38, per day and other expenses costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By:


GOLDBECK McCAFFERTY & MCKEEVER
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 5-25-06



Diana M. Robinson
M&T MORTGAGE CORPORATION

Exhibit A

Exhibit "A"

ALL those certain parcels or lots of land, situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post at side of a public road; thence by land of now or formerly Louis Coudriet North 45 degrees East 112 feet to post corner; thence by land of same South 40 degrees East 81 feet to post in line of George Myer; thence by land of George Myer South 49 degrees 120 feet to a post by the side of the public road; thence by said public road North 33 degrees West 77 feet to a post at the side of the public road and place of beginning. **CONTAINING 33 perches**, and having thereon erected a frame dwelling house.

THE SECOND THEREOF: CONTAINING one acre of seated land.

BEING further identified as Clearfield County Tax Map No. 112-013-62 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto the Borrower herein by deed being recorded contemporaneously herewith.

Exhibit B

M&T Mortgage Corp.
P.O. Box 1288
Buffalo, NY 14240-1288

M&T Mortgage Corporation
A Subsidiary of M&T Bank

04/05/2006

Certified No.: 71826389306007995447

Ashley N Winters
986 Coal Run Road
Ossocia Mills, PA 16666

HOMEOWNERS NAME(S): Ashley N Winters

PROPERTY ADDRESS: 986 Coal Run Road
Ossocia Mills, PA 16666

LOAN ACCT NO: 0010747574
CURRENT LENDER/SERVICER: M&T Mortgage Corporation

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 county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

1 800 724 1633 Correspondence - P.O. Box 840, Buffalo, NY 14240-0840 Payments - P.O. Box 62182, Baltimore, MD 21264-2182
Mortgage account information, just a click away. www.mandtmortgage.com

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) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 10 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T Mortgage Corporation

Address: P.O. Box 840

Buffalo, NY 14240

Phone Number: (800) 724-1633

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

ASSUMPTION OF MORTGAGE -- You may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Russell M. Alessi Jr.

Russell M. Alessi Jr.

Collections Manager

Enc: Act 91 Notice

Consumer Credit Counseling Agencies Serving Your County

Homeowner's Emergency Assistance Program Clearfield County

CCCH of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA
Royal Remax Plaza
Altoona, PA 16602
917 A. Logan Boulevard
888.511.2227

CCCH of Western PA
219 A College Park Plaza
Johnstown, PA 15904
888.511.2227

Indiana Co. Community Action Program
827 Water Street
Indiana, PA 15701
Box 187
724.465.2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

The NORCAM Group
4200 Crawford Avenue
Northern Cambria, PA 15714
Suite 200
814.948.4444

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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:

886 Coal Run Road
Osceola Mills, PA 18856

IS SERIOUSLY IN DEFAULT because:

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

Regular payments of \$429.67 for the months of 02/01/2006 through today's date:	\$ 1288.27
Other charges: Accrued Late Charges:	\$ 32.32
	Accrued Other Charges \$ 20.00
TOTAL AMOUNT PAST DUE:	\$ 1340.59

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 \$1340.59, 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 Mortgage Corporation
One Fountain Plaza / 7th Floor
Attn: Payment Processing
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter.

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.



7182 6389 3060 0799 5447

Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	Service Type CERTIFIED
Article Number 7182 6389 3060 0799 5447	

COMPLETE THIS SECTION ON DELIVERY		
A. Signuring: <input checked="" type="checkbox"/> Address of Agent	B. Received By: (Please Print Clearly) <i>Ashley N Winters</i>	C. Date of Delivery <i>11-16-2</i>
D. Addressee's Address (Indicate Name by Street)		
Security Address / Suite / Apt. / Floor <i>(Please Print Clearly)</i>	738001074754	Article Addressed To:
Delivery Name <i>(Please Print Clearly)</i>	Ashley N Winters	
City <i>(Please Print Clearly)</i>	986 Coal Run Road	
	Osceola Mills, PA 16666	
		2D/4 Code

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

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

06-843-CD

ORDER

AND NOW, this day of 2006, upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant, Ashley N. Winters, has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendant, Ashley N. Winters, by posting a copy of the Complaint upon the premises 986 Coal Run Road, Osceola Mills, PA, 16666, and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendant's last known address at 986 Coal Run Road, Osceola Mills, PA, 16666, and that all further service of legal papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Ashley N. Winters, by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

J.

GOLDBECK McCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.

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

FILED

112:53 AM 14 JUL 2006
No. CC

William A. Shaw
Prothonotary/Clerk of Courts

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-843-CD

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

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

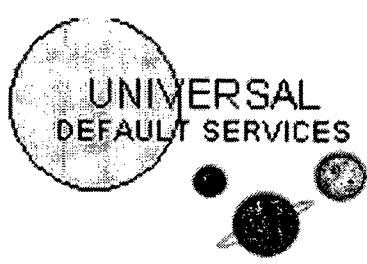
Plaintiff, by and through its attorney, David B. Fein, Esq., in support of its Motion for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises 986 Coal Run Road, Osceola Mills, PA, 16666, hereinafter, the "mortgaged premises".
2. Defendant, ASHLEY N. WINTERS, is the mortgagor and real owner of the mortgaged premises.
3. The last known address of Defendant, Ashley N. Winters, is as set forth in Paragraph 2 of the Complaint.
4. The Sheriff has been unable to effect service of the Complaint upon Defendant, Ashley N. Winters, at her property address, 986 Coal Run Road, Osceola Mills, PA, 16666, after numerous attempts. The Sheriff was unable to locate the Defendant, Ashley N. Winters.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendant, Ashley N. Winters.

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

BY: 
David B. Fein, Esq.



Affidavit of Good Faith Investigation

Client provided information:

File Number: MT-1034

Attorney Firm: Goldbeck, McCafferty & McKeever

File Name: Winters

Subject Name: Ashley N. Winters

Property Address:

Street: 986 Coal Run Road

City: Osceola Mills State: PA Zip: 16666

Skip Results: Date of Birth: None Found Universal File Number: 53416

Last Known Dates: As of 05/24/2006

Street: 986 Coal Run Road Phone:

City: Osceola Mills State: PA Zip: 16666

Death Records: As of 05/24/2006, the Social Security Administration has no death record on file for Ashley N. Winters.

Social Security Number search completed.

Employment Search: Unable to verify current employer.

Creditor information:

Creditors indicated the last reported address for Ashley N. Winters as 986 Coal Run Road, Osceola Mills, PA 16666

Department of Motor Vehicle Records:

The Pennsylvania Department of Motor Vehicles provided no change for Ashley N. Winters from 986 Coal Run Road, Osceola Mills, PA 16666

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

Voter Registration Information:

The County Voters Registration Office has no listing for Ashley N. Winters.

National Postal Address Search: Has no change for Ashley N. Winters from 986 Coal Run Road, Osceola Mills, PA 16666

Comments:

814-342-5123: Called possible neighbor, E. Cambria, left message on answering machine, no response.

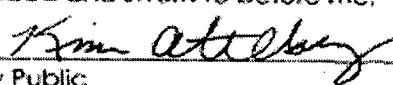
814-339-6144: Called possible neighbor, Rebecca Evans, there was no answer.

814-339-7169: Called possible neighbor, Gene Kephart, there was no answer.

On 05/24/2006, I, Patti Garrett being duly sworn according to the law, deposes and says: I am employed by Universal Default Service. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.


Affiant Name: Patti Garrett

Subscribed and sworn to before me,


Notary Public

Date: 05/24/2006



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101585**

M&T MORTGAGE CORPORATION

Case # **06-843-CD**

vs.

ASHLEY N. WINTERS

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 11, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ASHLEY N. WINTERS, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	259587	10.00
SHERIFF HAWKINS	GOLDBECK	259587	31.80

Sworn to Before me This

____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

**GOLDBECK McCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.**

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

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

VS.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-843-CD

VERIFICATION

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

BY: David B. Fein, Esq.



GOLDBECK McCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.

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

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840"

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-843-CD

CONCLUSION

For reasons stated above and in the attached Motion, the Court should enter an order allowing Plaintiff to serve the Complaint in Mortgage Foreclosure upon Defendant, Ashley N. Winters, by posting the premises and certified mail and regular mail to the Defendant's last known address.

Respectfully submitted,



David B. Fein, Esq.

**GOLDBECK McCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.**

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

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

VS.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

IN THE COURT OF COMMON PLEAS

Of Clearfield County

No. 06-843-CD

CERTIFICATE OF SERVICE

David B. Fein, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendant, Ashley N. Winters, this 13th day of July 2006, by first class mail, postage prepaid.



BY: David B. Fein, Esq.

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

M & T MORTGAGE CORPORATION, *
Plaintiff *
*
*
vs. * NO. 06-843-CD
*
*
ASHLEY N. WINTERS, *
Defendant *

O R D E R

NOW, this 18th day of July, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon **Defendant, ASHLEY N. WINTERS**, 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, at the Defendant's last known address, 986 Coal Run Road, Osceola Mills, PA 16666 and by posting the mortgaged premises known in this herein action as 986 Coal Run Road, Osceola Mills, PA 16666.

All further service of legal papers, including but not limited to motions, petitions and rules, shall be made by certified and first class mail to Defendant Ashley N. Winters' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Ashley N. Winters, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 3cc
07/19/2006 Atty Fein
JUL 19 2006
CJC

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 06-843-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



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

FILED NO CC
M 11-20-2006 Atty pd. 7.00
JUL 25 2006

William A. Shaw
Prothonotary/Clerk of Courts

1 Compl. Reinstated
to Atty

2 Compl. Reinstated
to Sheriff

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION

PO Box 840

Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS

Mortgagor(s)

986 Coal Run Road

Osceola Mills, PA 16666

Defendant(s)

**IN THE COURT OF COMMON
PLEAS**

OF Clearfield COUNTY

CIVIL ACTION - LAW

**ACTION OF MORTGAGE
FORECLOSURE**

Term

No. 06-843-CD

CERTIFICATE OF SERVICE

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on *August 1, 2006*

he did serve upon Defendant ASHLEY N. WINTERS a true and correct copy of the above-captioned Complaint by certified and regular mail in accordance with the Court Order dated July 18, 2006. The undersigned understands that the statements herein and subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,



GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

FILED
m. m. 17/2006
AUG 09 2006
W.A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG. 101754

M&T MORTGAGE CORPORATION

NO. 06-843-CD

-VS-

ASHLEY N. WINTERS

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SHERIFF'S RETURN

NOW, July 31, 2006 AT 10:03 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 986 COAL RUN ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA.
OCCUPIED BY REBECCA EVAN and JASON SWISHER, TENANTS.

SERVED BY: HUNTER/NEVLING

FILED

012:01:61
AUG 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101754
NO: 06-843-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: M&T MORTGAGE CORPORATION
vs.
DEFENDANT: ASHLEY N. WINTERS

SHERIFF RETURN

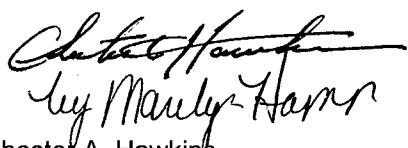
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	265122	10.00
SHERIFF HAWKINS	GOLDBECK	265122	26.80

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

COPY

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

M & T MORTGAGE CORPORATION,
Plaintiff

*

*

*

vs.

* NO. 06-843-CD

*

*

ASHLEY N. WINTERS,
Defendant

*

ORDER

NOW, this 18th day of July, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon **Defendant, ASHLEY N. WINTERS**, 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, at the Defendant's last known address, 986 Coal Run Road, Osceola Mills, PA 16666 and by posting the mortgaged premises known in this herein action as 986 Coal Run Road, Osceola Mills, PA 16666.

All further service of legal papers, including but not limited to motions, petitions and rules, shall be made by certified and first class mail to Defendant Ashley N. Winters' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Ashley N. Winters, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

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.

JUL 19 2006

Attest,

William C. Ober
Prothonotary/
Clerk of Courts

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #6132
SUITE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106
(215) 825-6318
WWW.GOLDBECKLAW.COM

**ATTORNEY
COPY**

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION

PO Box 840

Buffalo, NY 14240-0840

Plaintiff

vs.

ASHLEY N. WINTERS
Mortagor and Real Owner
986 Coal Run Road
Osceola Mills, PA 16666

Defendant

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

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 06-843-C

No. CIVIL ACTION: MORTGAGE
FORECLOSURE

NOTICE

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

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

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

KEYSTONE LEGAL SERVICES

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

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

*7-25-06 Document
Reinstated/Reissued to Sheriff Attorney
Willie L. Shaw*

Prothonotary

MAY 26 2006

PENNSYLVANIA BAR ASSOCIATION

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

Attest.

Willie L. Shaw
Prothonotary/
Clerk of Courts

A V I S O

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

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

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

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

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

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of MT-1034.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is via M&T MORTGAGE CORPORATION, PO Box 840, Buffalo, NY 14240-0840.

2. The name and address of the Defendant is ASHLEY M. TURNER, 986 Coal Run Road, Osceola Mills, PA 16666, who is the mortgagor and real owner of the mortgage upon the premises hereinafter described.

3. On May 13, 2005 mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to M&T MORTGAGE CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200507206. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.

4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").

5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for February 01, 2006, and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due and other charges are due and collectible.

6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$57,705.40
Interest from 01/01/2006	\$1,265.38
through 05/31/2006 at 5.3000%	
Per Diem interest rate at \$8.38	
Reasonable Attorney's Fee at 5% of Principal Balance as	\$2,885.27
more fully explained in the next numbered paragraph	
Late Charges from 02/01/2006 to 05/31/2006	\$85.95
Monthly late charge amount at \$21.49	
Costs of suit and Title Search	\$900.00
Escrow	\$200.95
Monthly Escrow amount \$106.48	
	<hr/>
	\$63,042.95

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or and "in personam" judgment) against the Defendant in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s).

attached hereto as Exhibit "B". The Defendant has not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$63,042.95, together with interest at the rate of \$8.38, per day and other expenses costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 
GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 5-25-06



Diana M. Robinson
M&T MORTGAGE CORPORATION

Exhibit A

Exhibit "A"

ALL those certain parcels or lots of land, situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post at side of a public road; thence by land of now or formerly Louis Coudriet North 45 degrees East 112 feet to post corner; thence by land of same South 40 degrees East 81 feet to post in line of George Myer; thence by land of George Myer South 49 degrees 120 feet to a post by the side of the public road; thence by said public road North 33 degrees West 77 feet to a post at the side of the public road and place of beginning. **CONTAINING 33 perches**, and having thereon erected a frame dwelling house.

THE SECOND THEREOF: CONTAINING one acre of seated land.

BEING further identified as Clearfield County Tax Map No. 112-013-62 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto the Borrower herein by deed being recorded contemporaneously herewith.

Exhibit B

M&T Mortgage Corp.
P.O. Box 1288
Buffalo, NY 14240-1288

 **M&T Mortgage Corporation**
A Subsidiary of M&T Bank

04/05/2006

Certified No.: 71826389306007995447

Ashley N Winters
986 Coal Run Road
Osceola Mills, PA 16666

HOMEOWNERS NAME(S): Ashley N Winters

PROPERTY ADDRESS: 986 Coal Run Road
Osceola Mills, PA 16666

LOAN ACCT NO: 0010747574
CURRENT LENDER/SERVICER: M&T Mortgage Corporation

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 county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 10 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T Mortgage Corporation
Address: P.O. Box 840
Buffalo, NY 14240
Phone Number: (800) 724-1633

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

ASSUMPTION OF MORTGAGE -- You may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Russell M. Alessi Jr.

Russell M. Alessi Jr.
Collections Manager

Enc: Act 91 Notice
Consumer Credit Counseling Agencies Serving Your County

Homeowner's Emergency Assistance Program

Clearfield County

CCC8 of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCC8 of Western PA
Royal Remax Plaza
Altoona, PA 16602
917 A Logan Boulevard
888.511.2227

CCC8 of Western PA
219 A College Park Plaza
Johnstown, PA 15904
888.511.2227

Indiana Co. Community Action Program
827 Water Street
Indiana, PA 15701
Box 187
724.465.2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

The NORCAM Group
4200 Crawford Avenue
Northern Cambria, PA 15714
Suite 200
814.948.4444

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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:

986 Coal Run Road
Osceola Mills, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

Regular payments of \$429.87 for the months of 02/01/2006 through today's date:	\$ 1288.27
Other charges:	\$ 32.32
Accrued Late Charges:	\$ 20.00
Accrued Other Charges	
TOTAL AMOUNT PAST DUE:	\$ 1340.59

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 \$1340.59, 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 Mortgage Corporation
One Fountain Plaza / 7th Floor
Attn: Payment Processing
Buffalo, NY 14203

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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.



7182 6389 3060 0799 5447	7182 6389 3060 0799 5447
--------------------------	--------------------------

COMPLETE THIS SECTION ON DELIVERY		
A. Signature: (D Addressee of Document)		B. Received By: (Please Print Clearly)
X <i>John W. Winters</i>		<i>John W. Winters</i>
D. Addressee's Address: (If Different from Address Used by Sender)		
Secured Accounts / Suite, Apt., Front (Please Print Clearly)		
7380010747574	7380010747574	C. Date of Delivery
Ashley N Winters	Ashley N Winters	<i>10-16-22</i>
986 Coal Run Road	986 Coal Run Road	
Osceola Mills, PA 16666	Osceola Mills, PA 16666	
State	ZIP + 4 Code	
City	State	ZIP + 4 Code

In the Court of Common Pleas of Clearfield County

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.

ASHLEY N. WINTERS
(Mortgagor(s) and Record Owner(s))
986 Coal Run Road
Osceola Mills, PA 16666

No. 06-843-CD

Defendant(s)

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against ASHLEY N. WINTERS by default for want of an Answer.

Assess damages as follows:

Debt \$64,556.36

Interest - 01/01/2006 to 09/07/2006

Total

(Assessment of Damages attached)

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

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

Joseph A. Gelbeck, Jr.
Attorney for Plaintiff
I.D. #16132

AND NOW September 11, 2006, Judgment is entered in favor of M&T MORTGAGE CORPORATION and against ASHLEY N. WINTERS by default for want of an Answer and damages assessed in the sum of \$64,556.36 as per the above certification.


Prothonotary

FILED Atty. 20-200
m 12:03 P.M. SEP 11 2006 Notice to Def.
B61 E SEP 11 2006
William A. Shaw Statement to
Prothonotary/Clerk of Courts Atty
Atty

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

M & T MORTGAGE CORPORATION, *
Plaintiff *
*
*
vs. * NO. 06-843-CD
*
*
ASHLEY N. WINTERS, *
Defendant *

ORDER

NOW, this 18th day of July, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon **Defendant, ASHLEY N. WINTERS**, 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, at the Defendant's last known address, 986 Coal Run Road, Osceola Mills, PA 16666 and by posting the mortgaged premises known in this herein action as 986 Coal Run Road, Osceola Mills, PA 16666.

All further service of legal papers, including but not limited to motions, petitions and rules, shall be made by certified and first class mail to Defendant Ashley N. Winters' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Ashley N. Winters, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN reby certify this to be a true and attested copy of the original statement filed in this case.
President Judge

JUL 19 2006

Attest.

William L. Chase
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
DKT.PG. 101754

M&T MORTGAGE CORPORATION

NO. 06-843-CD

COPY

-VS-

ASHLEY N. WINTERS

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SHERIFF'S RETURN

NOW, July 31, 2006 AT 10:03 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 986 COAL RUN ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA.
OCCUPIED BY REBECCA EVAN and JASON SWISHER, TENANTS.

SERVED BY: HUNTER/NEVLING

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

M&T MORTGAGE CORPORATION

PO Box 840

Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS

Mortgagor(s)

986 Coal Run Road

Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON
PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 06-843-CD

CERTIFICATE OF SERVICE

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on *8-1-06*

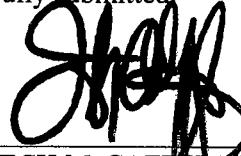
he did serve upon Defendant ASHLEY N. WINTERS a true and correct copy of the above-captioned

Complaint by certified and regular mail in accordance with the Court Order dated July 18, 2006. The

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

Section 4904.

Respectfully submitted



GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

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

DATE OF THIS NOTICE: August 21, 2006

TO:

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.
ASHLEY N. WINTERS
(Mortgagor(s) and Record Owner(s))
986 Coal Run Road
Osceola Mills, PA 16666

Defendant(s)

TO: **ASHLEY N. WINTERS**
986 Coal Run Road
Osceola Mills, PA 16666

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 06-843-CD

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

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

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

Joseph A. Goldbeck, Jr.
GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 5000 – 701 Market Street.
Philadelphia, PA 19106 215-825-6318

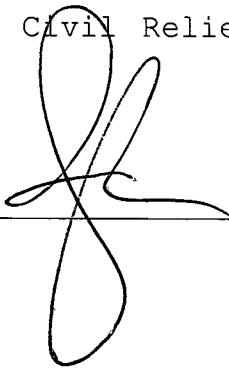
VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, ASHLEY N. WINTERS, is about unknown years of age, that Defendant's last known residence is 986 Coal Run Road, Osceola Mills, PA 16666, and is engaged in the unknown business located at unknown address.

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

Date: _____

A handwritten signature in black ink, appearing to read "ASHLEY N. WINTERS", is written over the signature line.

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

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.

ASHLEY N. WINTERS
(Mortgagor(s) and Record owner(s))
986 Coal Run Road
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 06-843-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of M&T MORTGAGE CORPORATION, and against ASHLEY N. WINTERS for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$64,556.36.

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is M&T MORTGAGE CORPORATION PO Box 840 Buffalo, NY 14240-0840 and that the name(s) and last known address(es) of the Defendant(s) is/are ASHLEY N. WINTERS, 986 Coal Run Road Osceola Mills, PA 16666;

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

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$57,705.40
Interest from 01/01/2006 through 09/07/2006	\$2,095.00
Reasonable Attorney's Fee	\$2,885.27
Late Charges	\$171.91
Costs of Suit and Title Search	\$900.00
Escrow	\$798.78

\$64,556.36

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

AND NOW, this 11th day of September, 2006 damages are assessed as above.

Willie A. Prothy
Pro Prothy

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

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

No. 06-843-CD

vs.

ASHLEY N. WINTERS
(Mortgagors and Record Owner(s))
986 Coal Run Road
Osceola Mills, PA 16666

Defendant(s)

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

NOTICE

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

William Shaw
Prothonotary

By: William Shaw 9/11/06

Deputy

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

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

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



CC: [Signature]

M & T Mortgage Corporation
Plaintiff(s)

No.: 2006-00843-CD

Real Debt: \$64,556.36

Atty's Comm: \$

Vs.

Costs: \$

Ashley N. Winters
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 11, 2006

Expires: September 11, 2011

Certified from the record this 11th day of September, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P 3180-3183

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

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff

vs.

ASHLEY N. WINTERS
Mortgagor(s) and Record Owner(s)
986 Coal Run Road
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 06-843-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
Interest from 01/01/2006 to 09/07/2006 at 5.3000%	<u>\$64,556.36</u>

(Costs to be added)

Prothonotary costs

132.00

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

FILED Atty fil. 20.00
m/12/03/06 1ccslewnts w/
SEP 11 2006 prop. descr. to
Shaff
B6D William A. Shaw
Prothonotary/Clerk of Courts

Term
No. 06-843-CD
IN THE COURT OF COMMON PLEAS
M&T MORTGAGE CORPORATION

vs.

ASHLEY N. WINTERS
(Mortgagor(s) and Record Owner(s))
986 Coal Run Road
Osscola Mills, PA 16666

PRAECLipe FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

Goldbeck McCafferty & McKeever

BY: Joseph A. Goldbeck, Jr.

Attorney I.D. #16132

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-627-1322

Attorney for Plaintiff

M&T MORTGAGE CORPORATION

PO Box 840

Buffalo, NY 14240-0840

Plaintiff

vs.

ASHLEY N. WINTERS

(**Mortgagor(s) and Record Owner(s)**)

986 Coal Run Road

Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 06-843-CD

AFFIDAVIT PURSUANT TO RULE 3129

M&T MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

986 Coal Run Road
Osceola Mills, PA 16666

1. Name and address of Owner(s) or Reputed Owner(s):

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

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

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

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

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

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

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

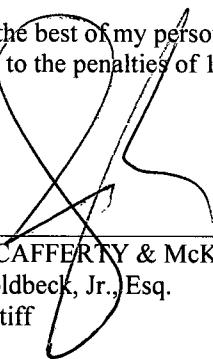
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
986 Coal Run Road
Osceola Mills, PA 16666

(attach separate sheet if more space is needed)

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

DATED: September 7, 2006


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

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 AND Rule 3257

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

In the Court of Common Pleas of
Clearfield County

No. 06-843-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: 986 Coal Run Road Osceola Mills, PA 16666

See Exhibit "A" attached

AMOUNT DUE	\$64,556.36
------------	-------------

Interest From 01/01/2006
Through 09/07/2006

(Costs to be added)

Prothonotary costs

132.00

Willie H. Chapman

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy

Dated: 9/11/06

Term
No. 06-843-CD

IN THE COURT OF COMMON PLEAS

M&T MORTGAGE CORPORATION

vs.

ASHLEY N. WINTERS

Mortagor(s)

986 Coal Run Road Osceola Mills, PA 16666

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$64,556.36
INTEREST from	\$
COSTS PAID:	
PROTHY	\$ 132.00
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

All that certain lot and piece of ground, together with the two and one half story brick dwelling house erected, situate on the West side of North Tenth Street, between Court and Washington Street, being No. 40 North Tenth Street, in the City of Reading, County of Berks and State of Pennsylvania, being more particularly bounded and described as follows, to wit:

On the North by premises now or late of Rebecca E. Knorr, being No. 42 North 10th Street;

On the South by the premises now or late of Charles S. Phillip and Beulah Phillip, his wife, being No. 38 North Tenth Street;

On the West by premises now or late of Fred G. Croessant;

And on the East by said North Tenth Street.

Containing in front along said North Tenth Street twenty feet (20') and in depth of equal width one hundred and fifteen feet (115'), more or less.

Being the same premises which Marie Valvo, by deed dated 10/30/2003 and recorded 10/30/2003 in the Office for the Recorder of Deeds in and for the County of Berks, and Commonwealth of Pennsylvania in Record Book 3917, page 1378, granted and conveyed unto Ronald E. Hemenway and Kelly A. Keeley.

TAX PARCEL NO: 112-O13-000-00062

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P 3180-3183

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
Attorney for Plaintiff

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff
vs.

ASHLEY N. WINTERS
Mortgagor(s) and Record Owner(s)
986 Coal Run Road
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE
No. 06-843-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due
Interest from 03/01/07
to Date of Sale at
5.3000%

\$64,556.36

(Costs to be added)

150.00

Prothonotary costs

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

FILED Atty pd. 20.00
MAR 05 2007 1cc@Le wnts
w/prop.descr.
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

(6)

Term
No. 06-843-CD
IN THE COURT OF COMMON PLEAS
M&T MORTGAGE CORPORATION

vs.

ASHLEY N. WINTERS
(Mortgagor(s) and Record Owner(s))
986 Coal Run Road
Osceola Mills, PA 16666

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
Attorney for Plaintiff

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff
vs.

ASHLEY N. WINTERS
(Mortgagor(s) and Record Owner(s))
986 Coal Run Road
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

No. 06-843-CD

AFFIDAVIT PURSUANT TO RULE 3129

M&T MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

986 Coal Run Road
Osceola Mills, PA 16666

1. Name and address of Owner(s) or Reputed Owner(s):

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

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

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY

230 E. Market Street
Clearfield, PA 16830

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

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

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

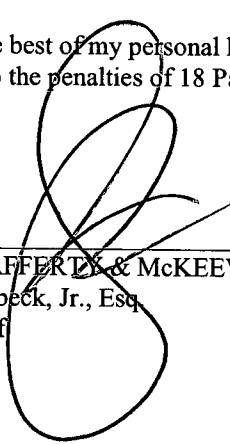
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
986 Coal Run Road
Osceola Mills, PA 16666

(attach separate sheet if more space is needed)

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

DATED: February 28, 2007


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

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 AND Rule 3257

COPY

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

In the Court of Common Pleas of
Clearfield County

No. 06-843-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: 986 Coal Run Road Osceola Mills, PA 16666

See Exhibit "A" attached

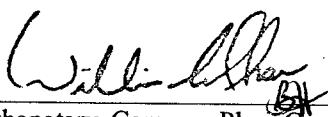
AMOUNT DUE \$64,556.36

Interest From 03/01/07
Through Date of Sale

(Costs to be added)

Prothonotary costs 152.00

Dated: 3/5/07


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

~~Deputy~~

Term
No. 06-843-CD

IN THE COURT OF COMMON PLEAS
M&T MORTGAGE CORPORATION

vs.

ASHLEY N. WINTERS
Mortgor(s)

986 Coal Run Road Oseola Mills, PA 16666

WRIT OF EXECUTION
(Mortgage Foreclosure)

\$364,556.36
\$ _____

REAL DEBT
INTEREST from
COSTS PAID:

PROTHY
SHERIFF
STATUTORY

\$152.00
\$ _____
\$ _____

COSTS DUE PROTHY
Office of Judicial Support
Judg. Fee
Cr.
Sat.

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
(215) 627-1322

All those certain parcels or lots of land, situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and describes as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post at side of a public road; thence by ;and of now or formerly Louis Coudriet North 45 degrees East 112 feet to post corner; thence by land of same South 40 degrees East 81 feet to a post in line of George Myer; thence by land of George Myer South 49 degrees 120 feet to a post by the side of the public road; thence by said public road North 33 degrees West 77 feet to a post at the side of the public road and place of beginning. CONTAINING 33 perches, and having thereon erected a frame dwelling house.

THE SECOND THEREOF: CONTAINING one acre of seated land.

BEING THE SAME PREMISES which Catherine Walstrom, by Deed dated 5/3/05 and recorded 5/16/05 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument #200507205, granted and conveyed unto Ashley N. Winters.

TAX PARCEL #: 112-013-000-00062

PROPERTY ADDRESS: 986 COAL RUN ROAD, OSCEOLA MILLS, PA 16666

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20446
NO: 06843-CD

PLAINTIFF: M&T MORTGAGE CORPORATION

vs.

DEFENDANT: ASHLEY N. WINTERS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/11/2006

LEVY TAKEN 10/13/2006 @ 3:06 PM

POSTED 10/13/2006 @ 3:06 PM

SALE HELD

SOLD TO

WRIT RETURNED 03/23/2007

DATE DEED FILED **NOT SOLD**

FILED

MAR 23 2007
6/1306
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/30/2006 @ SERVED ASHLEY N. WINTERS

SERVED ASHLEY N. WINTERS, DEFENDANT BY REG. AND CERT MAIL PER COURT ORDER TO 986 COAL RUN ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA. CERT. #7005039000372351711 SIGNED FOR BY ASHLEY WINTERS

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

@ SERVED

10/23/2006 POSTED ORDER.

@ SERVED

NOW, NOVEMBER 7, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE.

@ SERVED

NOW, MARCH 23, 2007 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20446
NO: 06843-CD

PLAINTIFF: M&T MORTGAGE CORPORATION
vs.
DEFENDANT: ASHLEY N. WINTERS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$192.48

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
by Amtheer Bitter-Deponent
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 AND Rule 3257

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

In the Court of Common Pleas of
Clearfield County

No. 06-843-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: 986 Coal Run Road Osceola Mills, PA 16666

See Exhibit "A" attached

AMOUNT DUE	\$64,556.36
------------	-------------

Interest From 01/01/2006
Through 09/07/2006

(Costs to be added)

Prothonotary costs	132.00
--------------------	--------

Willie H. Hay

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Received September 11, 2006 @ 3:15 P.M.
Chester A. Hawkins
By Cynthia Butter-Deighenbrey

Term
No. 06-843-CD

IN THE COURT OF COMMON PLEAS

M&T MORTGAGE CORPORATION

vs.

ASHLEY N. WINTERS

Mortagor(s)

986 Coal Run Road Osceola Mills, PA 16666

WRIT OF EXECUTION

(Mortgage Foreclosure)

REAL DEBT	\$64,556.36
INTEREST from	\$_____
COSTS PAID:	\$_____
PROTHY	\$132.00
SHERIFF	\$_____
STATUTORY	\$_____
COSTS DUE PROTHY	\$_____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

All those certain parcels or lots of land, situate in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and describes as follows, to wit:

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THE SECOND THEREOF: CONTAINING one acre of seated land.

BEING THE SAME PREMISES which Catherine Walstrom, by Deed dated 5/3/05 and recorded 5/16/05 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument #200507205, granted and conveyed unto Ashley N. Winters.

TAX PARCEL #: 112-013-000-00062

PROPERTY ADDRESS: 986 COAL RUN ROAD, OSCEOLA MILLS, PA 16666

REAL ESTATE SALE
BILL FOR COSTS FOR WRIT OF EXECUTION

NO. 06843-CD

GOLDBECK, MCCAFFERTY & MCKEEVER
SUITE 5000-MELLON INDEPENDENCE CENTER
PHILADELPHIA, PA. 19106-1532
215-627-1322

M&T MORTGAGE CORPORATION
VS
ASHLEY N. WINTERS

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	17.80
LEVY	15.00
MILEAGE	17.80
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$235.28
NOT INCLUDING COMMISSIONS	

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,556.36
INTEREST @	0.00
FROM TO 12/01/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$64,576.36
COSTS:	
SHERIFF COSTS	235.28
PROTHONOTARY	132.00
TOTAL COSTS	\$367.28

PAYMENT OF THIS BILL IN FULL UPON PRESENTATION WILL STOP THE ACTION AND POSSIBLY ELIMINATE PART OF THE COSTS LISTED.

CHESTER A. HAWKINS, Sheriff

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ASHLEY N. WINTERS

NO. 06843-CD

NOW, March 23, 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 , I exposed the within described real estate of Ashley N. Winters to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	64,556.36
SERVICE	15.00	INTEREST @	0.00
MILEAGE		FROM TO	
LEVY	15.00	ATTORNEY FEES	
MILEAGE	17.80	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$64,576.36
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	244.90
BILLING/PHONE/FAX	10.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$192.48	LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	192.48
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	132.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$569.38

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

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

M & T MORTGAGE CORPORATION,
Plaintiff

*

*

*

vs.

NO. 06-843-CD

ASHLEY N. WINTERS,
Defendant

*

*

*

O R D E R

NOW, this 18th day of July, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon Defendant, ASHLEY N. WINTERS, 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, at the Defendant's last known address, 986 Coal Run Road, Osceola Mills, PA 16666 and by posting the mortgaged premises known in this herein action as 986 Coal Run Road, Osceola Mills, PA 16666.

All further service of legal papers, including but not limited to motions, petitions and rules, shall be made by certified and first class mail to Defendant Ashley N. Winters' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Ashley N. Winters, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

BY THE COURT,

/s/ Fredric J. Ammerman

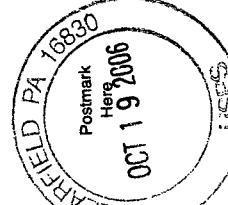
FREDRIC J. AMMERMAN
President Judge

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

JUL 19 2006

Attest.

William L. Ammerman
Prothonotary
Clerk of Courts

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88
Sent To ASHLEY N. WINTERS 986 COAL RUN ROAD OSCEOLA MILLS, PA 16666 Street, Apt. No., or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <input checked="" type="checkbox"/> C. Day of Delivery <input checked="" type="checkbox"/> 1/29/2011</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p>		<p>3. Service Type</p> <p><input 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>	
<p>ASHLEY N. WINTERS 986 COAL RUN ROAD OSCEOLA MILLS, PA 16666</p>		<p>7005 0390 0003 7235 1711</p>	
<p>2. Article Number <i>(Transfer from service label)</i></p>		<p>Domestic Return Receipt PS Form 3811, February 2004 102535-02-M-1540</p>	

GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
SUITE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
FAX (215) 627-7734

November 7, 2006

Clearfield

Chester A. Hawkins
SHERIFF OF CLEARFIELD COUNTY
Sheriff's Office
230 E. Market Street
Clearfield, PA 16830
FAX 814-765-5915

RE: M&T MORTGAGE CORPORATION
vs.
ASHLEY N. WINTERS
Term No. 06-843-CD

Property address:

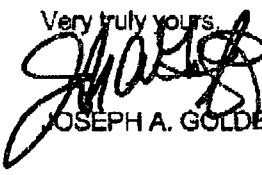
986 Coal Run Road
Osceola Mills, PA 15666

Sheriff's Sale Date: December 01, 2006

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$1000.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,

JOSEPH A. GOLDBECK, JR.

JAG/AmyG

cc: Pamela Lewis
M&T MORTGAGE COMPANY
Acct. #0010747574

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20550
NO: 06-843-CD

PLAINTIFF: M & T MORTGAGE CORPORATION

vs.

DEFENDANT: ASHLEY N. WINTERS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/05/2007

LEVY TAKEN 03/22/2007 @ 1:52 PM

POSTED 03/22/2007 @ 1:52 PM

SALE HELD

SOLD TO

WRIT RETURNED 11/15/2007

DATE DEED FILED **NOT SOLD**

DETAILS

03/27/2007 @ SERVED ASHLEY N. WINTERS

SERVED, ASHLEY N. WINTERS, DEFENDANT, BY CERT. AND REG MAIL PER COURT ORDER TO 986 COAL RUN ROAD, OSCEOLA MILLS, PA 16666 CERT #70060810000145072728 FORWARDED TO 124 PERK ST., APT 1, PHILIPSBURG, PA 16866 SIGNED FOR BY ASHLEY N.

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

@ SERVED

NOW, MAY 31, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 1, 2007. THE SUM OF \$14,310.49 WAS PAID TO CURE THE DEFAULT.

FILED NO CC
010:56 AM
NOV 15 2007
50
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20550
NO: 06-843-CD

PLAINTIFF: M & T MORTGAGE CORPORATION

vs.

DEFENDANT: ASHLEY N. WINTERS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$485.20

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
I, Cynthia Butler Aughenbaugh
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 AND Rule 3257

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

In the Court of Common Pleas of
Clearfield County

No. 06-843-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: 986 Coal Run Road Osceola Mills, PA 16666

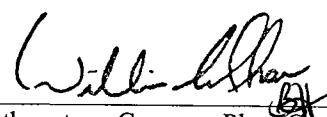
See Exhibit "A" attached

AMOUNT DUE	\$64,556.36
------------	-------------

Interest From **03/01/07**
Through Date of Sale

(Costs to be added)

Prothonotary costs **152.00**



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

~~Deputy~~ _____

Received March 5, 2007 at 3:00 P.M.
Chester A. Hawkins
by Cynthia Butcher-Dugger

Term
No. 06-843-CD

IN THE COURT OF COMMON PLEAS
M&T MORTGAGE CORPORATION

VS.

ASHLEY N. WINTERS
Mortagor(s)
986 Coal Run Road Osceola Mills, PA 16666

WRIT OF EXECUTION (Mortgage Foreclosure)	
REAL DEBT	\$64,556.36
INTEREST from COSTS PAID:	\$ <u>152.00</u>
PROTHY	\$ <u> </u>
SHERIFF	\$ <u> </u>
STATUTORY	\$ <u> </u>
COSTS DUE PROTHY	\$ <u> </u>
Office of Judicial Support	
Judg. Fee	
CR.	SAT.

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
(215) 627-1322

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THE SECOND THEREOF: CONTAINING one acre of seated land.

BEING THE SAME PREMISES which Catherine Walstrom, by Deed dated 5/3/05 and recorded 5/16/05 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument #200507205, granted and conveyed unto Ashley N. Winters.

TAX PARCEL #: 112-013-000-00062

PROPERTY ADDRESS: 986 COAL RUN ROAD, OSCEOLA MILLS, PA 16666

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ASHLEY N. WINTERS

NO. 06-843-CD

NOW, November 15, 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 , I exposed the within described real estate of Ashley N. Winters to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$14,310.49 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	64,556.36
SERVICE	15.00	INTEREST @ 9.3700	(6,865,736.3
MILEAGE	19.40	FROM 03/01/2007 TO	
LEVY	15.00	ATTORNEY FEES	
MILEAGE	19.40	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	286.21	FORECLOSURE FEES	
POSTAGE	10.19	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT	14,310.49	TOTAL DEBT AND INTEREST	(\$6,801,159.96)
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	365.38
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$485.20	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	
ACKNOWLEDGEMENT		DEED COSTS	0.00
REGISTER & RECORDER		SHERIFF COSTS	485.20
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	162.00
TOTAL DEED COSTS	\$0.00	PROTHONOTARY	152.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,304.58

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

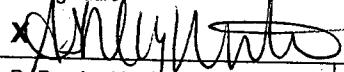
CHESTER A. HAWKINS, Sheriff

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:

ASHLEY N. WINTERS
986 COAL RUN ROAD
OSCEOLA MILLS, PA 16666

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


Agent
 Addressee

B. Received by (Printed Name)

Ashley N. Winters

3-27-07

C: Date of Delivery

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

124 Perk St. Apt 1
Philipsburg PA 16866

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

7006 0810 0001 4507 2728

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

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

OFFICIAL U.S. POSTAL SERVICE



2728 4507 0001 0810 7006

Postage	\$ 63
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88

Sent To

Street, Apt. No.; ASHLEY N. WINTERS
or PO Box No. 986 COAL RUN ROAD
City, State, ZIP+4 OSCEOLA MILLS, PA 16666

PS Form 3800, June 2002

See Reverse for Instructions

**GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
SUITE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
FAX (215) 627-7734**

May 31, 2007

Clearfield

Chester A. Hawkins
SHERIFF OF CLEARFIELD COUNTY
Sheriff's Office
230 E. Market Street
Clearfield, PA 16830
FAX: 814-765-5915

BOOK WRIT

**RE: M&T MORTGAGE CORPORATION
vs.
ASHLEY N. WINTERS
Term No. 06-843-CD**

Property address:

**986 Coal Run Road
Osceola Mills, PA 16666**

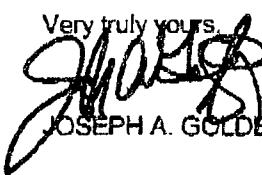
Sheriff's Sale Date: June 01, 2007

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$14,310.49 towards my client's debt.

Thank you for your cooperation.

Very truly yours,



JOSEPH A. GOLDBECK, JR.

JAG/jb

cc: Pamela Lewis
M&T MORTGAGE COMPANY
Acct. #0010747574

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever
Attorney I.D. #56129
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
Attorney for Plaintiff

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff
vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

Defendant

IN THE COURT OF COMMON PLEAS

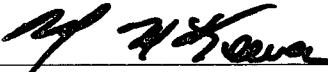
OF CLEARFIELD COUNTY

No. 06-843-CD

PRAECIPE TO VACATE JUDGMENT

TO THE PROTHONOTARY:

Kindly vacate the judgment upon payment of your costs only.


MICHAEL T. MCKEEVER, ESQUIRE

FILED ~~cc + 1 cert~~
by discuss ed
JUN 09 2008 to MARY mckeever
William A. Shaw
Prothonotary/Clerk of Courts ~~pd \$7.00~~

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-00843-CD

M & T Mortgage Corporation

Debt: \$64,556.36

Vs.

Atty's Comm.:

Ashley N. Winters

Interest From:

Cost: \$7.00

NOW, Monday, June 09, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 9th day of June, A.D. 2008.

Willie L. Blair, Jr.

Prothonotary

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever
Attorney I.D. #56129
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-825-6321
Attorney for Plaintiff

M&T MORTGAGE CORPORATION
PO Box 840
Buffalo, NY 14240-0840

Plaintiff
vs.

ASHLEY N. WINTERS
986 Coal Run Road
Osceola Mills, PA 16666

Defendant

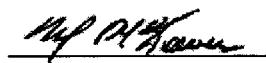
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 06-843-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.


MICHAEL T. MCKEEVER, ESQUIRE

FILED ^{cc.}
in 2:30pm 10 Cart of d.s.c
JUN 09 2008 ISSUED to
ATTY McKeever
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

M & T Mortgage Corporation

Vs. No. 2006-00843-CD
Ashley N. Winters

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 9, 2008, marked:

Discontinued and ended

Record costs in the sum of \$159.00 have been paid in full by Joseph A. Goldbeck Jr Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of June A.D. 2008.



William A. Shaw, Prothonotary