

06-1653-CD

M&T Mort. Corp. vs Jack E. Friday et al

2006-1653-CD

M&T Mortgage et al vs Jack Friday et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.,

Plaintiff,  
vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

Defendants.

TO: DEFENDANTS  
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY  
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
AND THE DEFENDANT:  
144 Walnut Street  
Smithmill, PA 16680

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFE CTED BY THIS LIEN IS  
144 Walnut Street, Smithmill PA 16680  
Municipality: Gulich

Scott A. Dietterick  
ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: XCP 79679

CIVIL DIVISION

NO.: 06-1653-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

M&T Mortgage Corporation, successor  
by merger to Keystone Financial Bank,  
N.A.

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG &  
ACKERMAN, LLC

Scott A. Dietterick, Esquire  
Pa. I.D. #55650  
Kimberly A. Bonner, Esquire  
Pa. I.D. #89705

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
office@zuckergoldberg.com  
File No.: XCP- 79679/ro

FILED *3cc Atty* *Shaff*  
M/12/10 LM pd \$85.00 A/H  
OCT 10 2006 *W.A.S.*  
William A. Shaw  
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, : CIVIL DIVISION  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A., : NO.:

vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

## Defendants.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

## NOTICE TO DEFEND

Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982

## LAWYER REFERRAL

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, : CIVIL DIVISION  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A. : NO.:  
Plaintiff, :  
vs. :  
JACK E. FRIDAY; COLLEEN A. FRIDAY; :  
Defendants. :  
:

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

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IN THE COURT OF COMMON PLEAS OF  
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M&T MORTGAGE CORPORATION, : CIVIL DIVISION  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A. : NO.:  
Plaintiff, :  
vs. :  
JACK E. FRIDAY; COLLEEN A. FRIDAY; :  
Defendants. :  
:

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A, which has its principal place of business at , , .
2. The Defendants, Jack E. Friday and Colleen A. Friday , are individuals whose last known address is 144 Walnut Street, Smithmill, PA16680.
3. On or about April 23, 1999, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$64,000.00.
4. On or about April 23, 1999, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$64,000.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on April 23, 1999, in Mortgage Book

Volume Instrument #: 199906349, Page . A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are record and real owners of the aforesaid mortgaged premises.
6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.
7. On or about , Defendants were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

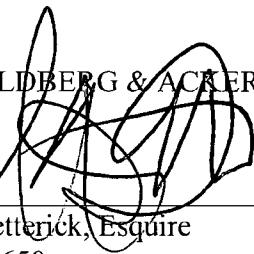
8. The amount due and owing Plaintiff by Defendants are as follows:

|                             |                 |
|-----------------------------|-----------------|
| Principal                   | \$46,533.04     |
| Interest through 10/01/2006 | \$1,203.60      |
| Late Charges                | \$ 93.66        |
| Attorneys' fees             | \$1,250.00      |
| Title Search and Costs      | \$2,500.00      |
| <br>TOTAL                   | <br>\$51,580.30 |

plus interest on the principal sum (\$46,533.04) from October 1, 2006, at the rate of \$10.20 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$51,580.30, with interest thereon at the rate of \$10.20 per diem from October 1, 2006, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

By: 

Scott A. Dietterick, Esquire  
PA I.D. #55650  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
XCP-78445  
(908) 233-8500; (908) 233-1390 FAX

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

**EXHIBIT A**

1  
 Attn:  
 Mr. Mark L. Tamm  
 Director of Lending  
 KEYSTONE FINANCIAL MORTGAGE  
 1770 ERIE COURT P.O. BOX 7628  
 LANCASTER, PA 17604-7628  
 (717) 394-1000  
 Fax: (717) 394-1001  
 E-mail: [mark.tamm@keystonemortgage.com](mailto:mark.tamm@keystonemortgage.com)  
 Toll Free: (800) 394-1000

[Sign Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 23rd**, 1999. The mortgagor is **JACK E FRIDAY, and COLLEEN A FRIDAY, Husband and Wife**.

BANK, D.A. DOING BUSINESS AS KEYSTONE FINANCIAL MORTGAGE, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 1770 ERIE COURT P.O. BOX 7628, LANCASTER, PA 17604-7628 ("Lender").  
 Borrower owes Lender the principal sum of **SIXTY-THREE THOUSAND AND NO/100 Dollars (U.S. \$ 63,000.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **DECEMBER 7th, 2013**. This Security Instrument serves to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all reasonable, expenses and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **CLEARFIELD County, Pennsylvania**:

\*SEE ATTACHED LEGAL DESCRIPTION\*

which has the address of **164 WALNUT STREET**, **SMYTHVILLE**,  
 (Street) **16660** **(City)**  
 Pennsylvania **(Zip Code)** **(Property Address):**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures, if any, which are part of the property. All rights, leases and subleases shall also be covered by this Security Instrument. All of the foregoing is referred to as the "Property".

**BORROWER COVENANTS** that Borrower is lawfully related to the above hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS**. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) taxes and insurance which may be due prior to this Security Instrument as a lien on the Property; (b) yearly household payments to ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8. In view of the fact that the amounts of these premiums are not known at the time of the closing, the amounts of these premiums are estimated. These funds are called "Reserve Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If no, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

PENNSYLVANIA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 All due 7/22/00

Loan ID: 00069246

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(s)]

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify)

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

Witnesses:

*John A. Ayres*  
John A. Ayres

*Jack E. Friday* (Seal)  
JACK E. FRIDAY Borrower

*Colleen A. Friday* (Seal)  
COLLEEN A. FRIDAY Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA

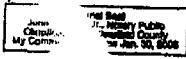
CLEARFIELD

County of:

On this the 23rd day of April, 1999 before me, JOHN A. AYRES, JR., the undersigned officer, personally appeared JACK E. FRIDAY and COLLEEN A. FRIDAY, Husband and Wife, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:



*John A. Ayres*  
John A. Ayres  
Notary Public  
Clearfield County, Pennsylvania  
My Commission Expires April 30, 2003

Notary Seal  
John A. Ayres, Jr., Notary Public  
Clearfield County, Pennsylvania  
My Commission Expires April 30, 2003

Form 2020 9/99 (Page 3 of 3 pages)

LOAN ID: 00069248

ALL INFORMATION IS UND

PAGE 96

PRECISE

10/02/2006 21:25 8144716845

CERTIFICATE OF RESIDENCE

I, DIANE DUICK, DO HEREBY CERTIFY THAT THE CURRENT  
ADDRESS OF THE WITHIN NAMED LENDER IS KEystone FINANCIAL MORTGAGE  
2270 BIRN COURT P.O. BOX 7628, LANCASTER, PA 17604-7628.

Witness my hand this 2nd day of APRIL, 1999

Diane Duick  
Agent of Lender

2000 FORM (01) 8/97 2000

LOAN ID: 002469000

10/02/2006 21:25

8144716845 PRECISE PAGE 07

ALL that certain piece or parcel of land situate in the Township of Gulich, County of Clearfield, and the State of Pennsylvania bounded and described as follows:

BEGINNING at an iron pin, on the Western side of LR 17123, said point being the southeast corner of Parcel 2, herein described; thence along the line of Parcel 3 North 73 Degrees 32 Minutes 42 Seconds West a distance of 76.07 feet to an iron pin; thence along the line of Parcel 1 North 00 Degrees 00 Minutes 00 Seconds East a distance of 120.76 feet to an iron pin; thence along the line of land of Mary Satur North 64 Degrees 00 Minutes 00 Seconds East a distance of 288.55 feet to an iron pin; thence along the line of land of Albert and Wanda Darpino South 86 Degrees 00 Minutes 00 Seconds East a distance of 100.00 feet to an iron pin; thence along same South 85 Degrees 59 Minutes 27 Seconds East a distance of 225.01 feet to an iron pin; thence along the line of a 50 foot right-of-way South 03 Degrees 49 Minutes 38 Seconds West a distance of 161.48 feet to an iron pin; thence along LR 17123 the following five courses and distances: South 57 Degrees 45 Minutes 35 Seconds West a distance of 32.13 feet; South 51 Degrees 51 Minutes 12 Seconds West a distance of 104.32 feet; South 48 Degrees 20 Minutes 34 Seconds West a distance of 38.18 feet; South 46 Degrees 00 Minutes 00 Seconds 25 Seconds West a distance of 77.08 feet; South 44 Degrees 31 Minutes 48 Seconds West a distance of 39.31 feet to an iron pin and the point of Beginning.

CONTAINING 2.271 acres more or less and being Parcel 2 as shown on the Solan Subdivision as prepared by George A. Crea, Registered Surveyor 2417 Skyline Drive, Fallentimber, PA 16639.

BEING the same premises conveyed to John Michael Solan and Vicki Ann Solan by deed dated December 30, 1998 and recorded at Clearfield County Instrument No. 199800388.

BUYER ALSO UNDERSTANDS THAT THERE IS NO COMMUNITY OR PUBLIC SEWAGE SYSTEM AVAILABLE TO THE WITHIN PROPERTY. A PERMIT FOR ANY NEW INDIVIDUAL SEWAGE SYSTEM, OR ANY REPAIRS TO ANY EXISTING INDIVIDUAL SEWAGE SYSTEM, WILL HAVE TO BE OBTAINED FROM THE LOCAL AGENCY DESIGNATED AS PROVIDED IN THE PENNSYLVANIA SEWAGE FACILITIES ACT.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such sale is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reclaim. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note as of the date acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is advised by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defect in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future law providing for stay of execution, execution of lease, exemption from attachment, levy and sale, and homestead exemption.

24. Remedies After Petition. Borrower's time to restate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

Form 209 9/76 (page 4 of 3 pages)

LOAN ID: 00069248



**VERIFICATION**

Kimberly A. Bonner, Esquire hereby states that she is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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

Kimberly A. Bonner  
Kimberly A. Bonner, Esquire  
PA I.D. #89705

Dated: 10-9-06

LEONARD B. ZUCKER  
MICHAEL S. ACKERMAN  
JOEL ACKERMAN\*

RICHARD P. HABER\*\*  
FRANCES GAMBARDELLA  
TANEISHA J. INGRAM  
MILICA A. FATOVICH  
BRIAN C. NICHOLAS\*\*\*

\*ALSO MEMBER OF NY AND CA BAR  
\*\*ALSO MEMBER OF PA BAR  
\*\*\*ALSO MEMBER OF NY AND ME BAR  
\*\*\*\*MEMBER OF PA BAR ONLY

OF COUNSEL:  
SCOTT A. DIETTERICK, ESQ. \*\*\*\*  
KIMBERLY A. BONNER, ESQ. \*\*\*\*

## ZUCKER, GOLDBERG & ACKERMAN ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301  
P.O. BOX 1024  
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500  
FACSIMILE: 908-233-1390  
E-MAIL: [office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)

For payoff/reinstatement figures  
Please send your request to: [zuckergoldberg.com/pr](http://zuckergoldberg.com/pr)

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923  
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)  
LOUIS D. GOLDBERG (1923-1967)  
LEONARD H. GOLDBERG (1929-1979)  
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
P.O. Box 650  
Hershey, PA 17033  
717-533-3560  
Fax: 717-533-3562

October 9, 2006

Prothonotary of Clearfield County  
Clearfield County Courthouse  
Clearfield, PA 16830

Re: M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A. v.  
Jack E. Friday

Property Address: 144 Walnut Street, Smithmill, PA 16680  
Our File Number: 79679

Dear Sir/Madam:

Enclosed please find the following:

Complaint In Mortgage Foreclosure, Cover Sheet, Notice to Defend/Aviso, Civil Cover Sheet (if applicable).

Please file the original complaint and return the extra copy of the face page, time-stamped, to me in the enclosed self addressed stamped envelope provided.

Please forward the extra copy of the complaint for service upon the defendant. A sheriff service form and a check in the amount of \$100.00 is enclosed representing your service fee.

If you should have any questions, please do not hesitate to contact me.

Very Truly Yours,  
ZUCKER, GOLDBERG & ACKERMAN, LLP

BY: s/ Scott A. Dietterick  
Scott A. Dietterick, Esquire  
Kimberly A. Bonner, Esquire  
PA I.D. #55650; PA I.D. #89705

SAD/ro

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentalities, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges. Lender Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and Lender shall pay all or a portion thereof, if any. Borrower shall pay all taxes due directly to the property owner payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices concerning the payments.

Borrower shall promptly discharge any liens which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contracts in good faith with the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and premiums that are acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not released, if the restoration or repair is not economically feasible or Lender's security would be released, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Possession, Maintenance. Protection of the Property. Borrower's Loan Application Lender and Borrower shall jointly, establish and use one property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines otherwise. Lender's written consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that is Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by taking the action or proceeding he deems fit with a notice that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Page 10 of 10 pages (page 2 of 3 pages)  
LOAN ID: 00069248

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for what it is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any amounts accrued by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to that which previously is in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower while the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends or terminates.

9. Inspections. Lender or its agent may make reasonable search, upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, costs or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the excess of the amount by which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the proceeds shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment offers to make an offer to sell or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Responsible for Nonpayment. By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demands made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in providing any rights or remedies shall not be a waiver or preclude the exercise of any right or remedy.

12. Successors and Assigns. By Lender Not a Waiver. Subject to the provisions of paragraph 17, Borrower's covenants and agreements shall be joined and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument as a co-borrower, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note.

13. Losses. By Lender Not a Waiver. The loss incurred by this Security Instrument is subject to a law which sets maximum loan charges, and that law is first to be interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit. Any such extra loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any extra loan charge collected from Borrower which exceeded permitted limit will be refunded to Borrower. Lender may choose to do this rather than reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mail if it is first class mail and unless applicable law requires use of another method. The notice shall be directed to the Property address or to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY  
CIVIL DIVISION

**M&T MORTGAGE CORPORATION, ET. AL.,**

Plaintiff  
vs.

Case No.: 06-1653-CD

JACK E. FRIDAY and COLLEEN A. FRIDAY,

Defendant(s)

**ANSWER TO COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW come(s) the defendant(s) by and through attorney, Frank E. Yourick, Jr., Esquire, and make(s) the following Answer to Complaint in Mortgage Foreclosure:

1. After reasonable investigation, defendant(s) are without knowledge or information sufficient to form a belief regarding plaintiff's claim of default and the amount that is due. (Pa.R.C.P. 1029(c). The debtor(s) cannot verify the actual amounts due as this information is exclusively within the control of the plaintiff and strict proof thereof is demanded at time of trial.

2. Insofar as an answer can be made, the defendant(s) state, upon information and belief and based on the records they currently have in their possession, that they cannot determine the amount that may be due and owing, if any.

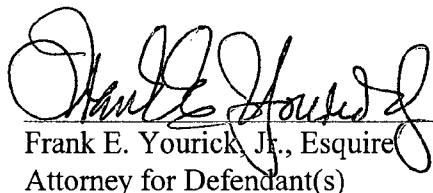
WHEREFORE, the defendant(s) pray(s) that plaintiff's complaint be dismissed or, in the alternative, this action be delayed for ninety (90) days until the defendant(s) can bring the mortgage current.

  
Frank E. Yourick, Jr., Esquire  
P.O. Box 644, Murrysville, PA 15668  
(412) 243-5698 Pa. ID # 00245

FILED  
NOV 20 2008  
MAG 11:30 AM '08  
William A. Shaw  
Prothonotary/Clerk of Courts  
NO 4C

**VERIFICATION**

FRANK E. YOURICK, JR., ESQUIRE hereby states that he is the attorney for Defendant(s) in this matter, that verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024(c) and that the statements made in the foregoing Answer to Complaint in Mortgage Foreclosure are based upon information supplied by Defendant(s) and are true and correct to the best of his knowledge, information and belief.

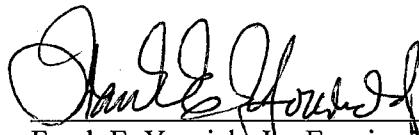


Frank E. Yourick, Jr., Esquire  
Attorney for Defendant(s)

**CERTIFICATE OF SERVICE**

I certify that on the **16th** day of **November, 2006**, I served a copy of the **Answer to Plaintiff's Complaint** upon the following by US first class mail, postage prepaid:

Scott A. Dietterick, Esquire  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092



Frank E. Yourick, Jr., Esquire  
Attorney for Defendant(s)

P.O. Box 644  
Murrysville, PA 15668  
(412) 243-5698  
PA ID No.: 00245

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102017  
NO: 06-1653-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE CORPORATION, Successor  
vs.  
DEFENDANT: JACK E. FRIDAY and COLLEEN A. FRIDAY

FILED

01/31/07  
JAN 24 2007

William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, November 02, 2006 AT 10:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACK E. FRIDAY DEFENDANT AT 144 WALNUT ST., SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLEEN FRIDAY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 102017  
NO: 06-1653-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE CORPORATION, Successor  
vs.  
DEFENDANT: JACK E. FRIDAY and COLLEEN A. FRIDAY

**SHERIFF RETURN**

---

NOW, November 02, 2006 AT 10:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON COLLEEN A. FRIDAY DEFENDANT AT 144 WALNUT ST., SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLEEN FRIDAY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102017  
NO: 06-1653-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE CORPORATION, Successor  
vs.  
DEFENDANT: JACK E. FRIDAY and COLLEEN A. FRIDAY

**SHERIFF RETURN**

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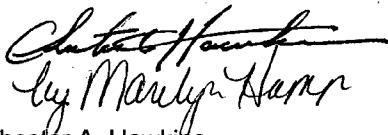
**RETURN COSTS**

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | ZUCKER  | 136399  | 20.00  |
| SHERIFF HAWKINS | ZUCKER  | 136399  | 80.00  |

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

# COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.,

Plaintiff,  
vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

Defendants.

TO: DEFENDANTS  
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY  
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
AND THE DEFENDANT:  
144 Walnut Street  
Smithmill, PA 16680

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFE CTED BY THIS LIEN IS  
144 Walnut Street, Smithmill PA 16680  
Municipality: Gulich

Scott A. Dietterick  
ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: XCP 79679

CIVIL DIVISION

NO.: 06-1653-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

M&T Mortgage Corporation, successor  
by merger to Keystone Financial Bank,  
N.A.

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG &  
ACKERMAN, LLC

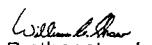
Scott A. Dietterick, Esquire  
Pa. I.D. #55650  
Kimberly A. Bonner, Esquire  
Pa. I.D. #89705

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
office@zuckergoldberg.com  
File No.: XCP- 79679/ro

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

OCT 10 2006

Attest.

  
Prothonotary/  
Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, : CIVIL DIVISION  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A., : NO.:  
: Plaintiff, :  
: vs. :  
: JACK E. FRIDAY; COLLEEN A. FRIDAY; :  
: Defendants.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, : CIVIL DIVISION  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A. : NO.:  
Plaintiff, :  
vs. :  
JACK E. FRIDAY; COLLEEN A. FRIDAY; :  
Defendants. :  
:

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

NOTICE TO DEFEND

Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

|   |   |                |
|---|---|----------------|
| M&T MORTGAGE CORPORATION,<br>SUCCESSOR BY MERGER TO KEYSTONE<br>FINANCIAL BANK, N.A., | : | CIVIL DIVISION |
|   | : | NO.:           |
|   | : |                |
| Plaintiff,  | : |                |
|   | : |                |
| vs.   | : |                |
|   | : |                |
| JACK E. FRIDAY; COLLEEN A. FRIDAY;  | : |                |
|   | : |                |
| Defendants.   | : |                |

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A, which has its principal place of business at , , .
2. The Defendants, Jack E. Friday and Colleen A. Friday , are individuals whose last known address is 144 Walnut Street, Smithmill, PA16680.
3. On or about April 23, 1999, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$64,000.00.
4. On or about April 23, 1999, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$64,000.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on April 23, 1999, in Mortgage Book

Volume Instrument #: 199906349, Page . A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are record and real owners of the aforesaid mortgaged premises.
6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.
7. On or about , Defendants were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

8. The amount due and owing Plaintiff by Defendants are as follows:

|                             |                 |
|-----------------------------|-----------------|
| Principal                   | \$46,533.04     |
| Interest through 10/01/2006 | \$1,203.60      |
| Late Charges                | \$ 93.66        |
| Attorneys' fees             | \$1,250.00      |
| Title Search and Costs      | \$2,500.00      |
| <br>TOTAL                   | <br>\$51,580.30 |

plus interest on the principal sum (\$46,533.04) from October 1, 2006, at the rate of \$10.20 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$51,580.30, with interest thereon at the rate of \$10.20 per diem from October 1, 2006, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire  
PA I.D. #55650  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

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

**EXHIBIT A**

— I Sign Above This Line For Insurance Data

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on APRIL 23rd  
1999. The mortgagor is JACK E FRIDAY, and COLLEEN A FRIDAY, husband and wife

**BANK, E.A. DOING BUSINESS AS KEYSTONE FINANCIAL MORTGAGE**, which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **2270 ELGIN COURT P.O. BOX 7628 LANCASTER, PA 17604-7628** [Lender]. Borrower owes Lender the principal sum of **SIXTY EIGHT THOUSAND AND NO/100 Dollars (U.S. \$ 66,000.00)** dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **DECEMBER 1<sup>st</sup>, 2013**. This Security Instrument accrues to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all research, collection and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements made under this Security Instrument and the Note? For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **CLEARFIELD County, Pennsylvania**:

'SEE ATTACHED LEGAL DESCRIPTION'

which has the address of 164 WALNUT STREET, SMITHMILL, (Or) (Street)  
Pennsylvania 16660 ("Property Address"). (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by this Note and any prepayment and late charges as set forth in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (i) yearly taxes and assessments which may then accrue over this Security Instrument as a lien on the Property, (ii) yearly household payrolls or ground rents on the Property, if any, (iii) yearly hazard or property insurance premiums; (iv) yearly flood insurance premiums, if any; (v) yearly mortgage insurance premiums, if any; and (vi) any taxes payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in the way of the payment of mortgage insurance premiums. These items are called "Funds to Lender." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a factor related mortgage loan may require for Borrower's account as set forth in the "Uniform Residential Sales Finance Procedures Act of 1974" as amended from time to time, 12 U.S.C. 920 et seq. ("URSFA"), unless another law that applies to the Funds is a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amounts of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in

PENNSYLVANIA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Loan ID: 00069248  
From 10/23/2008 To 04/13/2009

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender says Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Proceeds. Unless otherwise provided otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and, last, to any late charges due under the Note.

4. Charges. Lender, Borrower shall pay taxes, assessments, fines and penalties attributable to the Property which may attach priority to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay all obligations in the amounts provided in paragraph 2, or if not paid in full, then, Borrower shall pay them in due directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidence of the amounts.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which is to the Lender's opinion operate to prevent the enforcement of the lien; or (c) consents from the holder of the lien as agreement satisfactory to Lender authorizing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender shall retain the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage" and any other hazards, including flood or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If, under paragraph 20, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument, immediately prior to the acquisition.

6. Occupancy, Possession, Maintenance and Protection of the Property. Borrower's Loan Application: Lender shall have the right to require Borrower to occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, whereupon Lender shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a tenancy, Borrower shall comply with all the provisions of the lease. If Borrower acquires title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Form 3030 9/98 (page 2 of 3 pages)

LOAN ID: 00069248

Any amounts deducted by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to that previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premiums being paid by Borrower while the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and about the premises of the Property. Lender shall give Borrower notice at the time or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, fines or compensation, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, then the sum of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Lender. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make a partial payment in a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to call and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payment.

11. Borrower Not Relieved of Performance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend the time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or postpone the exercise of any right or remedy.

12. Successors and Assigns; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower may co-sign this Security Instrument but does not assume the Note; (a) is co-signing this Security Instrument only to execute, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not necessarily obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to amend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Losses. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges will be reduced by the amounts necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail or other applicable law requires use of another method. The notice shall be directed to the Property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in the paragraph.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify)

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

Witnesses:

*John A. Ayres*  
John A. Ayres

*Jack E. Friday* (Seal)  
JACK E. FRIDAY -Borrower

*Colleen A. Friday* (Seal)  
COLLEEN A. FRIDAY -Borrower

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

[Sign Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA.

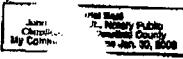
CLEARFIELD

County:

On this the 23rd day of April 1, 1999 before me, JOHN A. AYRES, JR., the undersigned officer, personally appeared JACK E. FRIDAY and COLLEEN A. FRIDAY, Husband and Wife, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:



*John A. Ayres* (Signature)  
Notary Public  
Commonwealth of Pennsylvania  
My Commission Expires Jan. 20, 2008

Title of Officer



Page 3 of 3 (Page 3 of 3 pages)

LOAN ID: 00059248

ALL INFORMATION IS UNP

CERTIFICATE OF RESIDENCE

I, DIANE DUCK, DO HEREBY CERTIFY THAT THE CORRECT  
ADDRESS OF THE above NAMED LENDER IS KEYSTONE FINANCIAL MORTGAGE  
2270 MAIN COURT P.O. BOX 7628, LANCASTER, PA 17604-7628.

Witness my hand this 24th day of APRIL 1999

Diane Duck  
Agent of Lender

LOAN ID: 00069246

LOAN ID: 00069246

ALL that certain piece or parcel of land situate in the Township of Gulich, County of Clearfield, and the State of Pennsylvania bounded and described as follows:

BEGINNING at an iron pin, on the Western side of LR 17123, said point being the southeast corner of Parcel 2, herein described; thence along the line of Parcel 3 North 73 Degrees 32 Minutes 42 Seconds West a distance of 76.07 feet to an iron pin; thence along the line of Parcel 1 North 04 Degrees 00 Minutes 00 Seconds East a distance of 120.76 feet to an iron pin; thence along the line of land of Mary Satur North 04 Degrees 00 Minutes 00 Seconds East a distance of 285.66 feet to an iron pin; thence along the line of land of Albert and Wanda Darpino South 86 Degrees 00 Minutes 00 Seconds East a distance of 180.00 feet to an iron pin; thence along same South 05 Degrees 59 Minutes 27 Seconds East a distance of 223.01 feet to an iron pin; thence along the line of a 50 foot right-of-way South 03 Degrees 49 Minutes 38 Seconds West a distance of 161.48 feet to an iron pin; thence along LR 17123 the following five courses and distances: South 07 Degrees 49 Minutes 38 Seconds West a distance of 32.11 feet; South 51 Degrees 53 Minutes 12 Seconds West a distance of 104.32 feet; South 48 Degrees 20 Minutes 34 Seconds West a distance of 98.18 feet; South 40 Degrees 00 Minutes 25 Seconds West a distance of 77.08 feet; South 44 Degrees 51 Minutes 48 Seconds West a distance of 39.31 feet to an iron pin and the point of Beginning.

CONTAINING 2.271 acres more or less and being Parcel 3 as shown on the Selen Subdivision as prepared by George A. Cred, Registered Surveyor 2417 Skyline Drive, Fallentimber, PA 16639.

BEING the same premises conveyed to John Michael Selen and Vicki Ann Selen by deed dated December 30, 1998 and recorded at Clearfield County Instrument No. 199900388.

BUYER ALSO UNDERSTANDS THAT THERE IS NO COMMUNITY OR PUBLIC SEWAGE SYSTEM AVAILABLE TO THE WITHIN PROPERTY. A PERMIT FOR ANY NEW INDIVIDUAL SEWAGE SYSTEM, OR ANY REPAIRS TO ANY EXISTING INDIVIDUAL SEWAGE SYSTEM, WILL HAVE TO BE OBTAINED FROM THE LOCAL AGENCY DESIGNATED AS PROVIDED IN THE PENNSYLVANIA SEWAGE FACILITIES ACT.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

**16. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Relocate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to relocate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower knows, or is satisfied by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the notice required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the same term by this Security Instrument, irrespective of judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to recover all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorney's fees and costs of this evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the covenants contained herein shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any claim or defense in proceedings to enforce this Security Instrument, and hereby waives the benefit of any provision in any law providing for stay of execution, execution of debt, exemption from attachment, garnishment, and nonjudicial foreclosure.

**24. Nonacceleration Period.** Borrower's time to recompute provided in paragraph 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

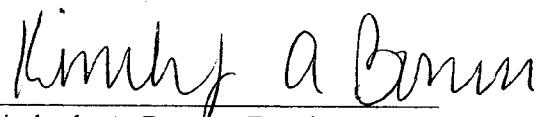
**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.



VERIFICATION

Kimberly A. Bonner, Esquire hereby states that she is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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

  
Kimberly A. Bonner, Esquire  
PA I.D. #89705

Dated: 10-01-04

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK f/k/a M&T MORTGAGE CIVIL DIVISION  
CORPORATION

Plaintiff NO.: 06-1653-CD  
vs.

JACK E. FRIDAY and COLLEEN A.  
FRIDAY

Defendants.

**ORDER OF COURT**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, upon consideration of the Motion for Summary Judgment filed on behalf of Plaintiff, M&T Bank f/k/a M&T Mortgage Corporation, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is granted and Judgment in Mortgage Foreclosure is entered in favor of Plaintiff and against Defendants Jack E. Friday and Colleen A. Friday, in the amount of \$54,365.99 plus interest, additional late charges, attorneys' fees and costs, and for foreclosure and sale of the Mortgaged Premises commonly known as 144 Walnut Street, Smithville, PA 16680.

BY THE COURT:

\_\_\_\_\_  
J.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK f/k/a M&T MORTGAGE CIVIL DIVISION  
CORPORATION

Plaintiff NO.: 06-1653-CD  
vs.

JACK E. FRIDAY and COLLEEN A.  
FRIDAY

Defendants.

TYPE OF PLEADING  
**MOTION FOR SUMMARY  
JUDGMENT PURSUANT TO  
Pa.R.C.P. 1035.2**

FILED ON BEHALF OF:

M&T Bank f/k/a M&T Mortgage  
Corporation, Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:  
Scott A. Dietterick, Esquire  
Kimberly A. Bonner, Esquire  
Pa. I.D. #55650/89705

Zucker, Goldberg & Ackerman  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092-0024

ATTORNEY FOR DEFENDANT:

Frank Yourick, Esquire  
P.O. Box 644  
Murrysville, PA 15668

FILED *cc*  
JAN 30 2007 *Att. Bonner*  
JAN 25 2007  
*GW*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK f/k/a M&T MORTGAGE CIVIL DIVISION  
CORPORATION

Plaintiff NO.: 06-1653-CD  
vs.

JACK E. FRIDAY and COLLEEN A.  
FRIDAY

Defendants.

**MOTION FOR SUMMARY JUDGMENT PURSUANT TO Pa.R.C.P. 1035.2**

Plaintiff, M&T Bank f/k/a M&T Mortgage Corporation, (hereinafter "Plaintiff"), by its attorneys, Zucker, Goldberg & Ackerman, files the following Motion for Summary Judgment Pursuant to Pa. R.C.P. 1035.2:

1. Plaintiff commenced the above-captioned action by filing a Complaint in Mortgage Foreclosure (hereinafter "Complaint") on or about October 9, 2006. In its Complaint, Plaintiff alleges that Defendants Jack E. Friday and Colleen A. Friday (hereinafter "Defendants") are in default under the terms of a Note, dated April 23, 1999, in favor of Plaintiff, in the original principal amount of \$64,000.00 (hereinafter "Note") and a Mortgage securing said Note on real property and improvements thereon commonly known 144 Walnut Street, Smithville, PA 16680 (hereinafter "Premises").

2. Defendants filed their Answer to Plaintiff's Complaint on or about November 16, 2006. (hereinafter "Answer").

3. In their Answer, Defendants fail to comply with Pennsylvania Rule of Civil Procedure Number 1029 (a) and fails to admit or deny each averment of fact in the Complaint.

4. Pennsylvania Rule of Civil Procedure 1029(b) states “[a]verments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication. A general denial or a demand for proof... shall have the effect of an admission.”

5. In their Answer, Defendant only states they are “without knowledge or information sufficient to form a belief regarding plaintiff’s claim of default and the amount that is due.” (Answer at ¶ 1), and further states they “cannot determine the amount that may be due and owing” (Answer at ¶ 2).

6. By failing to specifically deny Plaintiff’s allegations in its Complaint, Defendants have effectively admitted the following relevant material facts

- a) The identity of the Parties (Complaint at ¶ 1, 2);
- b) Defendants executed the Note and Mortgage (Complaint at ¶ 3, 4);
- c) Defendants are the record and real owners of the aforesaid Premises (Complaint at ¶ 5); and
- d) Defendants received the combined notices of Homeowners Emergency Assistance Act of 1983 and notices of Intention to Foreclose Mortgage(Complaint at ¶ 7).

7. Defendants generally deny default and the amount due and owing Plaintiff by stating they are “without knowledge or information sufficient to form a belief regarding plaintiff’s claim of default and the amount that is due.” (Answer at ¶ 1).

8. To further support the averments in its Complaint, Plaintiff has filed a sworn affidavit, which is attached hereto as Exhibit "A" and incorporated by reference. In the Affidavit, an authorized representative of the Plaintiff certifies that the Defendants are in default under the terms of the Note and Mortgage, and further certifies the amount due and owing Plaintiff. The testimony is based on the Loan History Report, a business record of Plaintiff maintained in the normal course of business.

9. According to the Loan History Report, the amount due and owing by Defendants to Plaintiff is as follows:

|                                |                    |
|--------------------------------|--------------------|
| Principal                      | \$46,533.04        |
| Interest through 1/1/07        | \$ 2,237.93        |
| Late Charges through 1/1/07    | \$ 93.66           |
| Plaintiff Advances             | \$ 751.36          |
| Attorneys' fees                | \$ 2,250.00        |
| Court, Sheriff and Title Costs | \$ <u>2,500.00</u> |
| <br>TOTAL                      | <br>\$ 54,365.99   |

plus interest on the principal sum of \$46,533.04, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the Mortgaged Premises.

10. Defendants have failed to raise a genuine issue of material fact in their Answer and have failed to offer a defense to their default, therefore, pursuant to Pa.R.C.P. 1035.2, Plaintiff is entitled to summary judgment as a matter of law.

WHEREFORE, pursuant to Pa.R.C.P. 1035.2, Plaintiff respectfully requests this Honorable Court grant its Motion for Summary Judgment and enter Judgment in Mortgage Foreclosure in its favor and against Defendants Jack E. Friday and Colleen A. Friday in the total amount of \$54,365.99 plus interest, additional late charges, attorneys' fees and costs, and for foreclosure and sale of the Mortgaged Premises.

Respectfully submitted,

ZUCKER, GOLDBERG & ACKERMAN

By: Kimberly A. Bonner

Scott A. Dietterick, Esquire  
Pa. I.D. # 55650  
Kimberly A. Bonner, Esquire  
Pa. I.D. #89705  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3560

---

## **Exhibit “A”**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK f/k/a M&T MORTGAGE CIVIL DIVISION  
CORPORATION

Plaintiff NO.: 06-1653-CD  
vs.

JACK E. FRIDAY and COLLEEN A.  
FRIDAY

Defendants.

**AFFIDAVIT IN SUPPORT OF PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

I, KAREN MANKIEWICZ, BANKING OFFICER for M&T Bank f/k/a M&T Mortgage Corporation, being first duly sworn, say of my own personal knowledge that:

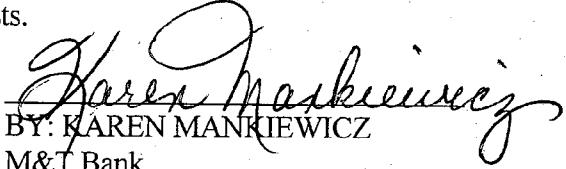
1. I am a BANKING OFFICER and a duly authorized representative of M&T Bank f/k/a M&T Mortgage Corporation, Plaintiff in the above-captioned action.
2. This action is brought to foreclose on a Mortgage, which Mortgage secured a Note dated April 23, 1999, executed by Defendants in favor of Plaintiff, in the original principal amount of \$64,000.00 ("Note").
3. As security for payment of the aforesaid Note, Defendants executed a Mortgage, dated of even date, in the original principal amount of \$64,000.00. A true and correct copy of said Mortgage is attached as Exhibit "A" to Plaintiff's Complaint.
4. The Loan History, with regard to the loan upon which judgment is requested against the Defendant ("Loan History") is a record of Plaintiff maintained in the regular course of business reflecting all payments made on the account, along with the corresponding balance, and accurately reflects the amount due and owing by Defendants. The Loan History reflects that Defendant's mortgage with Plaintiff is 8 months delinquent as of February 1, 2007, and it is due for the June 5,

2006 payment.

5. By reason of the foregoing facts, and after allowing Defendants all proper deductions, credits, and set-offs, the sum of \$ 54,365.99 is due and owing by Defendants to Plaintiff, which is computed as follows:

|                                |                     |
|--------------------------------|---------------------|
| Principal                      | \$46,533.04         |
| Interest through 1/01/07       | \$ 2,237.93         |
| Late Charges through 1/01/07   | \$ 93.66            |
| Plaintiff Advances             | \$ 751.36           |
| Attorneys' fees                | \$ 2,250.00         |
| Court, Sheriff and Title Costs | \$ <u>2,500.00</u>  |
| <b>TOTAL</b>                   | <b>\$ 54,365.99</b> |

Plus interest on the principal sum of \$46,533.04 from February 1, 2007, plus additional late charges and additional attorneys' fees and costs.

  
BY: KAREN MANKIEWICZ  
M&T Bank

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 8 DAY OF January, 2007  
2006.

On our  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

*Darrell McDonell*  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 2-18-2010

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK f/k/a M&T MORTGAGE CIVIL DIVISION  
CORPORATION

Plaintiff NO.: 06-1653-CD  
vs.

JACK E. FRIDAY and COLLEEN A.  
FRIDAY

Defendants.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Motion For Summary Judgment was served on the following this 22 day of January, 2007, via First Class U.S. Mail, Postage Pre-Paid:

Frank E. Yourick, Esquire  
P.O. Box 644  
Murrysville, PA 15668

ZUCKER, GOLDBERG & ACKERMAN

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Pa. ID # 55650  
Kimberly A. Bonner, Esquire  
Pa. ID # 89705  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3560

Row 1A

per your  
features -

CWJ

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK f/k/a M&T MORTGAGE CIVIL DIVISION  
CORPORATION

Plaintiff NO.: 06-1653-CD  
vs.

JACK E. FRIDAY and COLLEEN A.  
FRIDAY

Defendants.

**PRAECIPE FOR DISPOSITION**

TO THE PROTHONOTARY:

Please forward the following matter to the appropriate Judge for consideration:

Plaintiff's Motion for Summary Judgment and Brief in Support thereof.

Respectfully submitted,

ZUCKER, GOLDBERG & ACKERMAN

By: 

Scott A. Dietterick, Esquire  
Pa. I.D. # 55650  
Kimberly A. Bonner, Esquire  
Pa. I.D. #89705  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3560

FILED  
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GR

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK f/k/a M&T MORTGAGE CIVIL DIVISION  
CORPORATION

Plaintiff NO.: 06-1653-CD  
vs.

JACK E. FRIDAY and COLLEEN A.  
FRIDAY

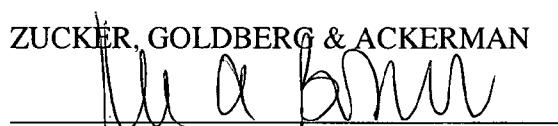
Defendants.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Praeclipe for Disposition was served on the following this 15<sup>th</sup> day of March, 2007, via First Class U.S. Mail, Postage Pre-Paid:

Frank E. Yourick, Esquire  
P.O. Box 644  
Murrysville, PA 15668

ZUCKER, GOLDBERG & ACKERMAN

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Pa. ID # 55650  
Kimberly A. Bonner, Esquire  
Pa. ID # 89705  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3560

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

M & T BANK f/k/a M&T MORTGAGE :  
CORPORATION :  
vs. : No. 06-1653-CD  
JACK E. FRIDAY and COLLEEN A. :  
FRIDAY :  
:

**ORDER**

AND NOW, this 14 day of March, 2007, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above captioned matter has been scheduled for **Wednesday, May 2, 2007 at 2:00 P.M.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED 3cc  
013-12571 Atty Bonner  
MAR 14 2007  
CR  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAR 14 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

|                               |   |                |
|-------------------------------|---|----------------|
| M&T BANK f/k/a M&T MORTGAGE   | : | CIVIL DIVISION |
| CORPORTION                    | : |                |
| Plaintiff,                    | : | NO. 06-1653-CD |
|                               | : |                |
| vs.                           | : |                |
|                               | : |                |
| JACK E. FRIDAY and COLLEEN A. | : |                |
| FRIDAY                        | : |                |
|                               | : |                |
| Defendants.                   | : |                |

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Order was served on the following this 30 day of March, 2007, via First Class U. S. Mail, Postage Pre-paid:

Frank E. Yourick, Esquire  
P.O. Box 644  
Murrysville, PA 15668

ZUCKER, GOLDBERG & ACKERMAN

BY Alexis Haber  
Alexis Haber  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500

FILED

APR 09 2007  
12:10 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

NO C/C

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

M & T BANK f/k/a M&T MORTGAGE :  
CORPORATION :  
vs. : No. 06-1653-CD  
JACK E. FRIDAY and COLLEEN A. :  
FRIDAY :

**ORDER**

AND NOW, this 14 day of March, 2007, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above captioned matter has been scheduled for Wednesday, May 2, 2007 at 2:00 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

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.

MAR 14 2007

Attest.

*William L. Shan*  
Prothonotary/  
Clerk of Courts

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

M&T MORTGAGE CORPORATION, :  
SUCCESSOR BY MERGER TO :  
KEYSTONE FINANCIAL BANK, N.A., :  
Plaintiff :  
: No. 06-1653-CD  
vs. :  
: Type of Case: Civil  
JACK E. FRIDAY; COLLEEN A. :  
Friday, Defendants : Type of Pleading: Praeclipe for  
: Entry of Appearance  
: Filed on behalf of: Plaintiff,  
: M&T Mortgage  
: Corporation, Successor by Merger  
: to Keystone Financial Bank,  
: N.A.  
: Co-Counsel of Record for this  
: Party:  
: Andrew P. Gates, Esquire  
: Supreme Court No.: 36604  
: GATES & SEAMAN  
: Attorneys at law  
: Two North Front Street  
: P. O. Box 846  
: Clearfield, PA 16830  
: (814) 765-1766

FILED 1CC  
04/15/2007 Atty Gates  
APR 20 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Copy to CJA  
GK

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

M&T MORTGAGE CORPORATION, SUCCESSOR :  
BY MERGER TO KEYSTONE FINANCIAL :  
BANK, N.A., :  
Plaintiff : No. 06-1653-CD  
: :  
-vs- : :  
JACK E. FRIDAY; COLLEEN A. Friday, :  
Defendants :  
:

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly enter my appearance as Co-Counsel/Local Counsel for Plaintiff, M&T  
MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.  
A., in the aforementioned action.

GATES & SEAMAN

BY: 

Andrew P. Gates, Esquire

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Date: April 20, 2007

FILED

APR 20 2007

William A. Shaw  
Prothonotary/Clerk of Courts

APPEAL OF ROBERT COOPER, JR. TO THE COURT OF  
COMMON PLEAS OF CINCINNATI, OHIO

RE: Case No. CO-2007-05-011  
Plaintiff: ROBERT COOPER, JR.  
Defendant: JACKIE L. MELLOH, et al.  
Cause No. 2007-05-011  
Plaintiff's Motion for Summary Judgment  
Defendant's Motion for Summary Judgment

APPEAL

PROSECUTOR, STATE OF OHIO

THE ATTORNEY GENERAL OF THE STATE OF OHIO  
AND THE STATE BAR OF OHIO

THE ATTORNEY GENERAL OF THE STATE OF OHIO  
AND THE STATE BAR OF OHIO

APPEAL OF ROBERT COOPER, JR.

APPEAL OF ROBERT COOPER, JR.

APPEAL

APPEAL OF ROBERT COOPER, JR.

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APPEAL OF ROBERT COOPER, JR.

APPEAL OF ROBERT COOPER, JR.

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

M&T BANK, f/k/a M&T MORTGAGE CORPORATION, Plaintiff :  
vs. : No. 06-1653-CD  
JACK E. FRIDAY; COLLEEN A. Friday, Defendants : Type of Case: Civil  
: Type of Pleading: Stipulation  
: Filed on behalf of: Plaintiff,  
: M&T Bank, f/k/a M&T Mortgage  
: Corporation  
: Co-Counsel of Record for this  
: Party:  
: Andrew P. Gates, Esquire  
: Supreme Court No.: 36604  
: GATES & SEAMAN  
: Attorneys at law  
: Two North Front Street  
: P. O. Box 846  
: Clearfield, PA 16830  
: (814) 765-1766

FILED

APR 30 2007  
0/30/07

William A. Shaw  
Prothonotary/Clerk of Courts

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

M&T BANK, f/k/a M&T MORTGAGE  
CORPORATION, Plaintiff

No. 06-1653-CD

-vs-

JACK E. FRIDAY; COLLEEN A. FRIDAY,  
Defendants

STIPULATION

NOW COME, Plaintiff M&T BANK, f/k/a M&T MORTGAGE CORPORATION, by  
their Co-Counsel, Andrew P. Gates Esquire and Defendants, JACK E. FRIDAY and  
COLLEEN A. FRIDAY, by their counsel of record, Frank E. Yourick, Jr. Esquire, who  
hereby agree and stipulate as follows:

1. Upon review and consideration of the averments set forth in  
Plaintiff's Complaint, Defendants' Answer to said Complaint, Plaintiff's Motion for  
Summary Judgment, Affidavit in Support of Plaintiff's Motion for Summary Judgment,  
and the Brief filed by Counsel for Plaintiff in support of its Motion For Summary  
Judgment, the parties hereto agree and stipulate that Defendants have failed to raise  
any genuine issues of material fact and that Plaintiff, M&T Bank, is entitled to a  
judgment in mortgage foreclosure against Defendants, Jack E. Friday and Colleen A.  
Friday, as a matter of law.

2. Plaintiff and Defendants, through their respective counsel, hereby  
agree that the Argument on Plaintiff's Motion for Summary Judgment scheduled for  
May 2, 2007, at 2:00 p.m. is unnecessary and said Argument therefore can be  
cancelled.

3. Plaintiff and Defendants, through their respective counsel of record, hereby agree Judgment in Mortgage Foreclosure is to be entered in favor of Plaintiff, M&T Bank, f/k/a M&T Mortgage Corporation and against Defendants, Jack E. Friday and Colleen A. Friday, in the within action, in the following amounts:

|                                      |                    |
|--------------------------------------|--------------------|
| Principal .....                      | \$46,533.04        |
| Interest through 1/1/07 .....        | \$ 2,237.93        |
| Late charges through 1/01/07 .....   | \$ 93.66           |
| Plaintiff's Advances of .....        | \$ 751.36          |
| Attorney's fees .....                | \$ 2,250.00        |
| Court, Sheriff and title costs ..... | <u>\$ 2,500.00</u> |
| Total                                | \$54,365.99*       |

\*(plus interest on the principal sum of \$46,533.04 from 1/1/07 at the rate of \$10.20 per diem, plus additional late charges and any additional attorney's fees and costs)

4. The undersigned counsel represent they have authority to enter this Stipulation on behalf of their clients and understand that a Motion for Entry of Judgment in accordance with this Stipulation will be filed with this Honorable Court concurrently herewith.

Reviewed to and agreed to by:

on behalf of Plaintiff, M&T Bank, f/k/a  
M&T Mortgage Corporation

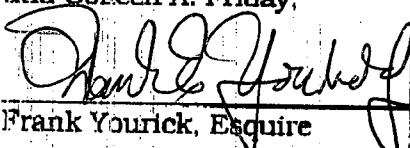
Date: 4/30/07



Andrew P. Gates, Esquire, Co-counsel

On behalf of Defendants, Jack E. Friday  
and Colleen A. Friday,

Date: 4/27/07



Frank Yourick, Esquire

**FILED**

APR 30 2007

01 3:30 (C)

William A. Shaw  
Prothonotary/Clerk of C.

Voluntary Clerk of Courts  
2 cent to App.

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

M&T BANK, f/k/a M&T MORTGAGE CORPORATION, Plaintiff

No. 06-1653-CD

vs.

Type of Case: Civil

JACK E. FRIDAY; COLLEEN A.  
Friday, Defendants

Type of Pleading: Motion for Judgment  
Upon Admission/Stipulation Under  
Pa.R.C.P. No. 1037(c)

Filed on behalf of: Plaintiff,  
M&T Bank, f/k/a M&T Mortgage  
Corporation

Co-Counsel of Record for this  
Party: Andrew P. Gates, Esquire

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

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

M&T BANK, f/k/a M&T MORTGAGE CORPORATION, Plaintiff : No. 06-1653-CD  
: :  
: -vs- :  
: :  
JACK E. FRIDAY and COLLEEN A. FRIDAY, Defendants : :  
: :  
: :

**MOTION FOR JUDGMENT UPON  
ADMISSION/STIPULATION UNDER Pa. R.C.P. No. 1037(c)**

NOW COMES, Plaintiff, M&T Bank, f/k/a M&T MORTGAGE CORPORATION, by its attorney, Andrew P. Gates, Esquire, who respectfully moves this Honorable Court, pursuant to Pa. R.C.P. No. 1037(c), for entry of judgment in mortgage foreclosure against Defendants, Jack E. Friday and Colleen A. Friday, for the sums stipulated to be due by the Defendants and in support thereof avers the following:

1. Plaintiff commenced this action by filing a Complaint in Mortgage Foreclosure on October 10, 2006.
2. Defendants were served with the Complaint on November 2, 2006 in accordance with Sheriff's Return filed by the Clearfield County Sheriff's Office.
3. Defendants, through Frank E. Yourick, Esquire, filed an Answer to Plaintiff's Complaint on November 20, 2006.
4. Following Plaintiff's counsel filing a Motion for Summary Judgment and a Brief in Support of Plaintiff's Motion for Summary Judgment, Plaintiff and Defendants, through their respective counsel, entered into a Stipulation whereby the parties agreed:

(i) Defendants have raised no genuine issues of material fact and that Plaintiff was entitled to a Judgment in Mortgage Foreclosure as a matter of law; and

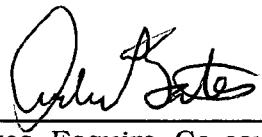
(ii) Judgment in Mortgage Foreclosure is to be entered in favor of Plaintiff and against Defendants in the amount set forth in said Stipulation.

Attached hereto and made a part hereof is a true and correct copy of the Stipulation agreed to by Plaintiff and Defendants as evidenced by the execution thereof by the parties' respective counsel of record.

WHEREFORE, Plaintiff M&T Bank, f/k/a M&T Mortgage Corporation respectfully request this Honorable Court entered Judgment in Mortgage Foreclosure in its favor and against Defendants, Jack E. Friday and Colleen A. Friday, in the amount of \$54,365.99\*

\*(plus interest on the principal sum of \$46,533.04 from January 1, 2007 at the rate of \$10.20 per diem, plus additional late charges and any additional attorney's fees and costs)

Date: April 30, 2007

  
Andrew P. Gates, Esquire, Co-counsel  
for Plaintiff, M&T Bank, f/k/a M&T  
Mortgage Corporation

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAWM&T BANK, f/k/a M&T MORTGAGE  
CORPORATION, Plaintiff

No. 06-1653-CD

-vs-

JACK E. FRIDAY; COLLEEN A. FRIDAY,  
DefendantsSTIPULATION

NOW COME, Plaintiff M&T BANK, f/k/a M&T MORTGAGE CORPORATION, by  
their Co-Counsel, Andrew P. Gates Esquire and Defendants, JACK E. FRIDAY and  
COLLEEN A. FRIDAY, by their counsel of record, Frank E. Yourick, Jr., Esquire, who  
hereby agree and stipulate as follows:

1. Upon review and consideration of the averments set forth in Plaintiff's Complaint, Defendants' Answer to said Complaint, Plaintiff's Motion for Summary Judgment, Affidavit in Support of Plaintiff's Motion for Summary Judgment, and the Brief filed by Counsel for Plaintiff in support of its Motion For Summary Judgment, the parties hereto agree and stipulate that Defendants have failed to raise any genuine issues of material fact and that Plaintiff, M&T Bank, is entitled to a judgment in mortgage foreclosure against Defendants, Jack E. Friday and Colleen A. Friday, as a matter of law.

2. Plaintiff and Defendants, through their respective counsel, hereby agree that the Argument on Plaintiff's Motion for Summary Judgment scheduled for May 2, 2007, at 2:00 p.m. is unnecessary and said Argument therefore can be cancelled.

3. Plaintiff and Defendants, through their respective counsel of record, hereby agree Judgment In Mortgage Foreclosure is to be entered in favor of Plaintiff, M&T Bank, f/k/a M&T Mortgage Corporation and against Defendants, Jack E. Friday and Colleen A. Friday, in the within action, in the following amounts:

|                                      |                    |
|--------------------------------------|--------------------|
| Principal .....                      | \$46,533.04        |
| Interest through 1/1/07 .....        | \$ 2,237.93        |
| Late charges through 1/01/07 .....   | \$ 93.66           |
| Plaintiff's Advances of .....        | \$ 751.36          |
| Attorney's fees .....                | \$ 2,250.00        |
| Court, Sheriff and title costs ..... | <u>\$ 2,500.00</u> |
| Total                                | \$54,365.99*       |

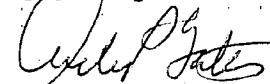
\*(plus interest on the principal sum of \$46,533.04 from 1/1/07 at the rate of \$10.20 per diem, plus additional late charges and any additional attorney's fees and costs)

4. The undersigned counsel represent they have authority to enter this Stipulation on behalf of their clients and understand that a Motion for Entry of Judgment in accordance with this Stipulation will be filed with this Honorable Court concurrently herewith.

Reviewed to and agreed to by:

on behalf of Plaintiff, M&T Bank, f/k/a  
M&T Mortgage Corporation

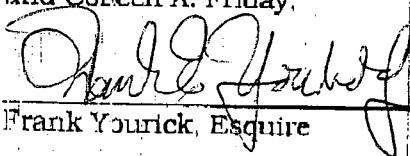
Date: 4/30/07



Andrew P. Gates, Esquire, Co-counsel

On behalf of Defendants, Jack E. Friday  
and Colleen A. Friday.

Date: 4/30/07



Frank Yourick, Esquire

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

M&T BANK, f/k/a M&T MORTGAGE  
CORPORATION, Plaintiff : No. 06-1653-CD

-vs-

JACK E. FRIDAY; COLLEEN A. FRIDAY,  
Defendants

**ORDER**

AND NOW, upon consideration of Plaintiff's Motion for Entry of Judgment upon Admission/Stipulation, it is hereby ORDERED that Judgment in Mortgage Foreclosure is entered in favor of Plaintiff, M&T Bank, f/k/a M&T Mortgage Corporation and against Defendants, Jack E. Friday and Colleen A. Friday in the amount of \$54,365.99, plus interest on the principal sum of \$46,533.04 from January 1, 2007 at the rate of \$10.20 per diem, plus additional late charges and any additional attorney's fees and costs.

The Prothonotary, pursuant to Pa. R.C.P. §3021(a)(3) is directed to enter the aforementioned Judgment in the Judgment Index.

Fre

re

5-1-07

FILED  
013-07184  
MAY 01 2007

William A. Shaw  
Prothonotary/Clerk of Courts  
2 C.C. Atty Gates

**FILED**

**MAY 01 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5/1/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney  Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T Mortgage Corporation, successor by  
merger to Keystone Financial Bank, N.A.,

CIVIL DIVISION

No.: 06-1653-CD

Plaintiff

ISSUE NUMBER:

TYPE OF PLEADING:

vs.

Jack E. Friday; Colleen A. Friday;

**PRAECLPICE FOR JUDGMENT  
PURSUANT TO ORDER OF COURT  
(Mortgage Foreclosure)**

Defendant(s).

FILED ON BEHALF OF:

M&T Mortgage Corporation, successor by merger  
to Keystone Financial Bank, N.A.

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG & ACKERMAN, LLC  
Scott A. Dietterick, Esquire-Pa I.D.# 55650  
Kimberly A. Bonner, Esquire-Pa I.D. #89705  
Richard P. Haber, Esquire-Pa I.D. #202567

I Hereby certify that the last known address  
of Defendant(s) is/are:

144 Walnut Street  
Smithfield, PA 16680

Attny for Plaintiff

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
Atty File No.: XCP-79679

FILED Atty pd. 20.00  
MAY 16 2007 11:43 AM  
Notice to  
Def's.  
William A. Shaw Statement  
Prothonotary/Clerk of Courts to Atty  
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T Mortgage Corporation, successor by  
merger to Keystone Financial Bank, N.A.

CIVIL DIVISION

NO.: 06-1653-CD

Plaintiff,

vs.

Jack E. Friday; Colleen A. Friday;

Defendant(s).

**PRAECIPE FOR JUDGMENT PURSUANT TO ORDER OF COURT**

TO: PROTHONOTARY

SIR/MADAM:

Please enter a judgment in mortgage foreclosure in the above-captioned case pursuant to the attached Order of Court, dated May 1, 2007 in favor of Plaintiff and against Defendant(s), Jack E. Friday and Colleen A. Friday, in the amount of \$54,365.99 plus interest at the rate of \$10.20 per diem plus additional late charges and attorneys' fees and costs.

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: \_\_\_\_\_

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

Dated: May 10, 2007

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

M&T BANK, f/k/a M&T MORTGAGE  
CORPORATION, Plaintiff : No. 06-1653-CD

-vs-

JACK E. FRIDAY; COLLEEN A. FRIDAY,  
Defendants :

ORDER

AND NOW, upon consideration of Plaintiff's Motion for Entry of Judgment upon Admission/Stipulation, it is hereby ORDERED that Judgment in Mortgage Foreclosure is entered in favor of Plaintiff, M&T Bank, f/k/a M&T Mortgage Corporation and against Defendants, Jack E. Friday and Colleen A. Friday in the amount of \$54,365.99, plus interest on the principal sum of \$46,533.04 from January 1, 2007 at the rate of \$10.20 per diem, plus additional late charges and any additional attorney's fees and costs.

The Prothonotary, pursuant to Pa. R.C.P. §3021(a)(3) is directed to enter the aforementioned Judgment in the Judgment Index.

*/S/ Fredric J Ammerman*

Fredric J. Ammerman, President Judge

*5-107*

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

*MAY 01 2007*

Attest.

*William L. Blair*  
Prothonotary/  
Clerk of Courts

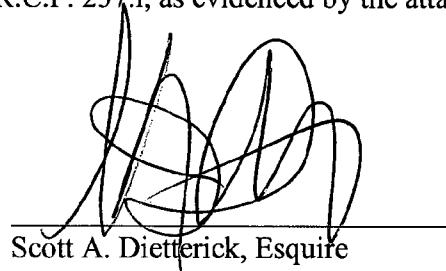
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

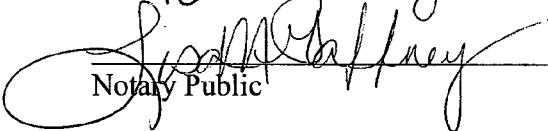
COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant(s) is/are not in the military service of the United States of America to the best of his/her knowledge, information and belief and certifies that the Notice(s) of Intent to take Default Judgment was/were mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.



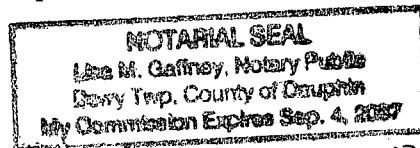
\_\_\_\_\_  
Scott A. Dietterick, Esquire

Sworn to and subscribed before me  
This 10<sup>th</sup> day of May, 2007



\_\_\_\_\_  
Notary Public

My Commission Expires:



Exp. 9-4-2007

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

M&T BANK, f/k/a M&T MORTGAGE  
CORPORATION, Plaintiff : No. 06-1653-CD  
-45-  
JACK E. FRIDAY, COLLEEN A. FRIDAY,  
Defendants :

**ORDER**

AND NOW, upon consideration of Plaintiff's Motion for Entry of  
Judgment upon Admission/Stipulation, it is hereby ORDERED that Judgment in  
Mortgage Foreclosure is entered in favor of Plaintiff, M&T Bank, f/k/a M&T Mortgage  
Corporation and against Defendants, Jack E. Friday and Colleen A. Friday in the  
amount of \$54,365.99, plus interest on the principal sum of \$46,533.04 from  
January 1, 2007 at the rate of \$10.20 per diem, plus additional late charges and any  
additional attorney's fees and costs.

The Prothonotary, pursuant to Pa. R.C.P. §3021(a)(3) is directed to enter the  
aforementioned Judgment in the Judgment Index.

*/s/ Fredric J Ammerman*

Fredric J. Ammerman, President Judge

*5-17-07*

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

*MAY 11 2007*

Attest:

*Colleen A. Friday*  
President Judge  
Court of Common Pleas

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**M&T Mortgage Corporation, successor by merger to  
Keystone Financial Bank, N.A.**

CIVIL DIVISION

Plaintiff,  
vs.

NO.: 06-1653-CD

**Jack E. Friday**

Defendant.

**IMPORTANT NOTICE**

TO: **Jack E. Friday**  
144 Walnut Street  
Smithmill, PA 16680

DATE OF NOTICE: 11/24/2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (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 NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

**Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**M&T Mortgage Corporation, successor by merger to  
Keystone Financial Bank, N.A.**

CIVIL DIVISION

NO.: 06-1653-CD

Plaintiff,

VS.

**Jack E. Friday**

Defendant.

**AVISO IMPORTANTE**

TO: **Jack E. Friday**  
144 Walnut Street  
Smithmill, PA 16680

FECHA DEL AVISO: 11/24/2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

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Phone (800) 692-7375

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick

Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, NJ 07092-0024  
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**M&T Mortgage Corporation, successor by merger to  
Keystone Financial Bank, N.A.**

CIVIL DIVISION

Plaintiff,  
vs.

NO.: 06-1653-CD

**Jack E. Friday**

Defendant.

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144 Walnut Street  
Smithmill, PA 16680

DATE OF NOTICE: 11/24/2006

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**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**M&T Mortgage Corporation, successor by merger to  
Keystone Financial Bank, N.A.**

CIVIL DIVISION

Plaintiff,

NO.: 06-1653-CD

VS.

**Jack E. Friday**

Defendant.

**AVISO IMPORTANTE**

TO: **Colleen A. Friday  
144 Walnut Street  
Smithmill, PA 16680**

FECHA DEL AVISO:11/24/2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR A YUDA LEGAL.

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Clearfield, PA 16830  
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick

Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, NJ 07092-0024  
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 102017  
NO: 06-1653-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T MORTGAGE CORPORATION, Successor  
vs.

DEFENDANT: JACK E. FRIDAY and COLLEEN A. FRIDAY

**COPY**

**SHERIFF RETURN**

NOW, November 02, 2006 AT 10:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACK E. FRIDAY DEFENDANT AT 144 WALNUT ST., SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLEEN FRIDAY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

# COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T Mortgage Corporation, successor by merger : CIVIL DIVISION  
to Keystone Financial Bank, N.A. : NO.: 06-1653-CD  
Plaintiff, :  
vs. :  
Jack E. Friday, Colleen A. Friday :  
Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Jack E. Friday

( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the  
above captioned proceeding on May 16, 2007.

(X) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$54,365.99

plus interest on the principal sum (\$46,533.04) from January 1, 2007, at the rate of \$10.20 per  
diem, plus additional late charges, and costs (including additional escrow advances), additional  
attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

  
\_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

M&T Mortgage Corporation, successor by merger : CIVIL DIVISION  
to Keystone Financial Bank, N.A. : NO.: 06-1653-CD  
Plaintiff, :  
vs. :  
Jack E. Friday, Colleen A. Friday :  
Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Colleen A. Friday

( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the  
above captioned proceeding on May 16, 2007.

(X) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$54,365.99

plus interest on the principal sum (\$46,533.04) from January 1, 2007, at the rate of \$10.20 per  
diem, plus additional late charges, and costs (including additional escrow advances), additional  
attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

Willie L. Shan  
Deputy

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

COPY

M&T Mortgage Corporation  
Keystone Financial Bank N.A.  
Plaintiff(s)

No.: 2006-01653-CD

Real Debt: \$54,365.99

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jack E. Friday  
Colleen A. Friday  
Defendant(s)

Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: May 16, 2007

Expires: May 16, 2012

Certified from the record this 16th day of May, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.,

Docket No.: 06-1653-CD

Execution No.:

Plaintiff,

vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY

Defendants.

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER  
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

|   |   |
|---|---|
| Amount Due                              | \$54,365.99                                   |
| Interest from 1/1/07 to date of<br>sale | \$ 3,723.00                                   |
|   | <b>Total 58,088.99 plus costs to be added</b> |
| Plus Costs (Costs to be added)          | <b>125.00 Prothonotary costs</b>              |

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

FILED Atty pd. 125.00  
MAY 16 2007 ICC & County  
to Sheriff  
w/ property description  
William A. Shaw  
Prothonotary/Clerk of Courts  
GK

Exhibit "A"

**LEGAL DESCRIPTION**

ALL that certain parcel of land lying and being situate in the Township of Gulich, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL OF 3 NORTH 73 DEGREES 32 MINUTES 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES 59 MINUTES 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT-OF-WAY SOUTH 03 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF .161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17123 THE FOLLOWING FIVE COURSES AND DISTANCES; SOUTH 57 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES 53 MINUTES 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES 20 MINUTES 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES 00 MINUTES 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES 51 MINUTES 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLENTIMBER, PA 16639.

DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, AS SET FORTH IN DEED INST.#: 199906348, DATED 04/23/99, RECORDED 04/23/99, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which John Michael Solan a/k/a John M. Solan and Vicki Ann Solan, Formerly Vicki Ann Junod, husband and wife, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

|  |                        |
|--|------------------------|
| <u>M&amp;T MORTGAGE CORPORATION,</u>     | :                      |
| <u>SUCCESSOR BY MERGER TO KEYSTONE</u>   | :                      |
| <u>FINANCIAL BANK, N.A.,</u>             | :                      |
| Plaintiff,                               | Docket No.: 06-1653-CD |
| vs.                                      | Execution No.:         |
| <u>JACK E. FRIDAY; COLLEEN A. FRIDAY</u> | :                      |
| Defendants.                              | :                      |

**AFFIDAVIT PURSUANT TO RULE 3129.1**

M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A., Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 144 Walnut Street, Smithmill, PA 16680.

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

JACK E. FRIDAY AND COLLEEN A. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

2. Name and Address of Defendant(s) in the Judgment:

JACK E. FRIDAY  
144 Walnut Street  
SmithmillPA 16680

COLLEEN A. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.  
Plaintiff

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A  
Plaintiff

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

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 East Market Street  
Clearfield, PA 16830

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

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

CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

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

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: \_\_\_\_\_

Dated: May 10, 2007

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COP

M&T MORTGAGE CORPORATION, : Docket No.: 06-1653-CD  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A., : Execution No.:  
Plaintiff, :  
vs. :  
JACK E. FRIDAY; COLLEEN A. FRIDAY :  
Defendants. :  
:

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

|  |   |
|--|---|
| AMOUNT DUE                               | \$54,365.99   |
| INTEREST from 5/10/07 to date of<br>sale | \$ 3,723.00   |
| Total<br>(Costs to be added)             | \$58,088.99 plus costs to be added<br>125.00 Prothonotary costs |

Prothonotary:

By: Willie H. Chapman  
Clerk

Date: 5/16/07

Exhibit "A"

**LEGAL DESCRIPTION**

ALL that certain parcel of land lying and being situate in the Township of Gulich, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL OF 3 NORTH 73 DEGREES 32 MINUTES 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES 59 MINUTES 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT-OF-WAY SOUTH 03 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17123 THE FOLLOWING FIVE COURSES AND DISTANCES; SOUTH 57 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES 53 MINUTES 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES 20 MINUTES 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES 00 MINUTES 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES 51 MINUTES 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLENTIMBER, PA 16639.

DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, AS SET FORTH IN DEED INST.#: 199906348, DATED 04/23/99, RECORDED 04/23/99, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which John Michael Solan a/k/a John M. Solan and Vicki Ann Solan, Formerly Vicki Ann Junod, husband and wife, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.,

Plaintiff,  
vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

Defendants.

CIVIL DIVISION

NO.: 06-1653-CD

Sheriff Sale #:

TYPE OF PLEADING

**Pa. R.C.P. RULE 3129.2(C)**  
**AFFIDAVIT OF SERVICE OF**  
**DEFENDANT/OWNER AND**  
**OTHER PARTIES OF INTEREST**

CODE:

FILED ON BEHALF OF:  
M&T Mortgage Corporation, successor  
by merger to Keystone Financial Bank,  
N.A.

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG &  
ACKERMAN, LLC

Scott A. Dietterick, Esquire  
Pa. I.D. #55650  
Kimberly A. Bonner, Esquire  
Pa. I.D. #89705

200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
office@zuckergoldberg.com  
File No.: XCP- 79679/ml

FILED  
M 10:59 AM  
JUL 13 2007  
SFC

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

|   |   |                 |
|---|---|-----------------|
| M&T MORTGAGE CORPORATION,<br>SUCCESSOR BY MERGER TO KEYSTONE<br>FINANCIAL BANK, N.A., | : | CIVIL DIVISION  |
|   | : |                 |
|   | : | NO.: 06-1653-CD |
| Plaintiff,  | : |                 |
|   | : |                 |
| vs.   | : |                 |
| JACK E. FRIDAY; COLLEEN A. FRIDAY;  | : |                 |
|   | : |                 |
| Defendants.   | : |                 |

**Pa.R.C.P. RULE 3129(c) AFFIDAVIT OF SERVICE OF  
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

I, Marie Lindner, a paralegal with the firm of Zucker, Goldberg & Ackerman, LLC, attorneys for Plaintiff, M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A, being duly sworn according to law depose and make the following Affidavit regarding the service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

1. Defendants, Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties, are the record owners of the real property.
2. On or about 6/16/07, Jack E. Friday and Colleen A. Friday were served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa. R.C.P. 3129, personally by the Sheriff of Clearfield County, at the address of the mortgaged premises, being 144 Walnut Street, Smithmill PA 16680. A true and correct copy of said Notice and Return of Service are marked Exhibit "A", attached hereto and made a part hereof.

3. On or about 6/18/07, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that the Defendants/Owners and all other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa.R.C.P. 3129.2.

ZUCKER, GOLDBERG & ACKERMAN, LLC  
Attorneys for Plaintiff

Dated: July 12, 2007

*Marie Lindner*  
\_\_\_\_\_  
MARIE LINDNER  
Paralegal

Sworn to and subscribed before  
me this 12th day of July, 2007

*Sarah J. Spotwood*  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

SARAH J. SPOTWOOD  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/19/2009

908-684-8097

## SHERIFF'S INSTRUCTION

TO: Sheriff of Clearfield County, Pennsylvania  
DOCKET NO: 06-1653-CD

PLAINTIFF: M&T Mortgage Corporation, successor by merger to Keystone Financial Bank,  
N.A.

DEFENDANT(S): Jack E. Friday, Colleen A. Friday

TYPE OF WRIT OR COMPLAINT: WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

SERVE AT: 144 N.Y. 1/2, CANTON, PA 16218

Sir:  **Please serve Defendant, Colleen A. Friday, OR an adult member of the family with whom she resides, OR an adult individual in charge of the residence with a true and correct copy of the Notice of Sheriff Sale.**

**Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.**

**Please serve Defendant, Jack E. Friday, OR an adult member of the family with whom she resides, OR an adult individual in charge of the residence with a true and correct copy of the Notice of Sheriff Sale AND/OR Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.**

**Should you have any questions please contact Marie Lindner of our office at 908-233-8500.**

Date of Service: 6-4-07 Time: 10:39 AM

Served Upon (If someone  
other than Defendant): Lindell Friday - Daughter  
Address (if different  
than as stated above):

**Clearfield County Sheriff's Office:**

Name: C. A.  
Title:

Date: 7-11-07 Time: \_\_\_\_\_

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED  
ENVELOPE:  
**Zucker, Goldberg & Ackerman, LLC**  
**ATTN: Scott A. Dietterick, Esq.**  
**200 Sheffield Street, Suite 301**  
**Mountainside, NJ 07042**

Dated: May 10, 2007

Zucker, Goodberg & Ackerman, LLC

By: Scott A. Dieterick  
Scott A. Dieterick, Esquire  
Attorneys for Plaintiff  
200 Sheffield Street, Suite 3  
Mountainside, NJ 07092  
(908) 233-8500  
YCP 79679

For office use only:

C 79679 SREI C

Zucker, Goldberg & Ackerman, L.L.C.  
XCP-79679

## Exhibit A

## SHERIFF'S INSTRUCTION

TO: Sheriff of Clearfield County, Pennsylvania  
DOCKET NO: 06-1653-CD

PLAINTIFF: M&T Mortgage Corporation, successor by merger to Keystone Financial Bank,  
N.A.

DEFENDANT(S): Jack E. Friday, Colleen A. Friday

TYPE OF WRIT OR COMPLAINT: WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

SERVE AT: 144 Walnut Street, Smithmill, PA, 16680

Sir:  Please serve Defendant, Jack E. Friday, OR an adult member of the family with whom he resides, OR an adult individual in charge of the residence with a true and correct copy of the Notice of Sheriff Sale.

Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.

Please serve Defendant, Jack E. Friday, OR an adult member of the family with whom she resides, OR an adult individual in charge of the residence with a true and correct copy of the Notice of Sheriff Sale AND/OR Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.

**Should you have any questions please contact Marie Lindner of our office at 908-233-8500.**

Date of Service: 6-4-07 Time: 10:39 AM

Served Upon (If someone other than Defendant): Lindell Friday - Daughter  
Address (if different than as stated above):

## Clearfield County Sheriff's Office:

Name: C. A.  
Title:

Date: 7-11-01 Title: \_\_\_\_\_

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED  
ENVELOPE:  
**Zucker, Goldberg & Ackerman, LLC**  
**ATTN: Scott A. Dietterick, Esq.**  
**200 Sheffield Street, Suite 301**  
**Mountainside, NJ 07042**

Dated: May 10, 2007

Zucker, Goldberg & Ackerman, L.L.C.

By: Scott A. Dittmer

Scott A. Dietterick, Esquire

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

(908) 233-8500

XCP-79679

For office use only.

C 79679 SREI C

Zucker, Goldberg & Ackerman, L.L.C.  
XCP-79679

|  |  |  |   |
|--|--|--|---|
| 2. Article Number  |  | COMPLETE THIS SECTION ON DELIVERY  |   |
| <br>7160 3901 9845 1283 9765     |  | A. Received by (Please Print Clearly)  | B. Date of Delivery   |
|  |  | JACK FRIDAY  |   |
|  |  | C. Signature   | <input checked="" type="checkbox"/> Agent<br><input type="checkbox"/> Addressee |
|  |  | D. Is delivery address different from item 1?<br>If YES, enter delivery address below. |   |
|  |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                            |   |
| <b>3. Service Type CERTIFIED MAIL</b><br><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes |  |  |   |
| <b>1. Article Addressed to:</b><br><br><b>JACK E. FRIDAY</b><br>144 Walnut Street<br>Smithmill, PA 16680         |  |  |   |

#### Reference Information

79679

ML

|  |  |  |   |
|--|--|--|---|
| 2. Article Number  |  | COMPLETE THIS SECTION ON DELIVERY  |   |
| <br>7160 3901 9845 1283 9772    |  | A. Received by (Please Print Clearly)  | B. Date of Delivery   |
|  |  | JACK FRIDAY  |   |
|  |  | C. Signature   | <input checked="" type="checkbox"/> Agent<br><input type="checkbox"/> Addressee |
|  |  | D. Is delivery address different from item 1?<br>If YES, enter delivery address below. |   |
|  |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                            |   |
| <b>3. Service Type CERTIFIED MAIL</b><br><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes |  |  |   |
| <b>1. Article Addressed to:</b><br><br><b>COLLEEN A. FRIDAY</b><br>144 Walnut Street<br>Smithmill, PA 16680      |  |  |   |

#### Reference Information

79679

ML

|   |  |  |   |
|---|--|--|---|
| 2. Article Number   |  | COMPLETE THIS SECTION ON DELIVERY  |   |
| <br>7160 3901 9845 1283 5347                                   |  | A. Received by (Please Print Clearly)  | B. Date of Delivery   |
|   |  | JUN 10 2007  |   |
|   |  | C. Signature   | <input checked="" type="checkbox"/> Agent<br><input type="checkbox"/> Addressee |
|   |  | D. Is delivery address different from item 1?<br>If YES, enter delivery address below. |   |
|   |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                            |   |
| <b>3. Service Type CERTIFIED MAIL</b><br><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes                                  |  |  |   |
| <b>1. Article Addressed to:</b><br><br><b>PA DEPT. OF REVENUE</b><br><b>INHERITANCE TAX DIVISION</b><br>Dept. 280601<br>Harrisburg, PA 17128-0601 |  |  |   |

#### Reference Information

79679

ML

## 2. Article Number



7160 3901 9845 1283 5354

## 3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

## 1. Article Addressed to:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

JUN 18 2007

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

## Reference Information

79679

ML

PS Form 3811, January 2005

Domestic Return Receipt

## 2. Article Number



7160 3901 9845 1283 5378

## 3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

## 1. Article Addressed to:

CLEARFIELD COUNTY TAX CLAIM  
BUREAU  
230 E. Market Street  
Clearfield, PA 16830

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

JUN 18 2007

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

## Reference Information

79679

ML

PS Form 3811, January 2005

Domestic Return Receipt

## 2. Article Number



7160 3901 9845 1283 5330

## 3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

## 1. Article Addressed to:

UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

6-16-07

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

## Reference Information

79679

ML

PS Form 3811, January 2005

Domestic Return Receipt

## 2. Article Number



7160 3901 9845 1283 5361

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

JACK FRIDAY

B. Date of Delivery

6.16.07

## C. Signature

X *Jack Friday*
 Agent  
 Addressee
D. Is delivery address different from item 1?  
If YES, enter delivery address below:
 Yes  
 No

## 3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

## 1. Article Addressed to:

UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

## Reference Information

79679

ML

PS Form 3811, January 2005

Domestic Return Receipt

## 2. Article Number



7160 3901 9845 1283 5323

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Jean Orr

B. Date of Delivery

JUN 18 2007

## C. Signature

X *Jean Orr*
 Agent  
 Addressee
D. Is delivery address different from item 1?  
If YES, enter delivery address below:
 Yes  
 No

## 3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

## 1. Article Addressed to:

CLEARFIELD COUNTY DOMESTIC  
RELATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

## Reference Information

79679

ML

PS Form 3811

January 2005

Domestic Return Receipt

The said Writ of Execution has been issued on a judgment in the action of  
M&T Mortgage Corporation, successor by  
merger to Keystone Financial Bank, N.A  
Plaintiff  
vs.  
Jack E. Friday  
Defendant

at EX. NO. 06-1653-CD in the amount of \$54,365.99 plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

ZUCKER, GOLDBERG & ACKERMAN LLC

BY: 

Dated: June 14, 2007

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, :  
SUCCESSOR BY MERGER TO KEYSTONE : Docket No.: 06-1653-CD  
FINANCIAL BANK, N.A., :  
Plaintiff, : Execution No.:  
vs. :  
JACK E. FRIDAY; COLLEEN A. FRIDAY :  
Defendants. :

**AFFIDAVIT PURSUANT TO RULE 3129.1**

M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A., Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 144 Walnut Street, Smithmill, PA 16680.

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

JACK E. FRIDAY AND COLLEEN A. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

2. Name and Address of Defendant(s) in the Judgment:

JACK E. FRIDAY  
144 Walnut Street  
SmithmillPA 16680

COLLEEN A. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.  
Plaintiff

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A  
Plaintiff

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

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 East Market Street  
Clearfield, PA 16830

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

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

CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

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

ZUCKER, GOOLDBERG & ACKERMAN, LLC

BY:

Dated: May 10, 2007

Scott A. Diettenick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

**LEGAL DESCRIPTION**

**ALL** that certain parcel of land lying and being situate in the Township of Gulich, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL OF 3 NORTH 73 DEGREES 32 MINUTES 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES 59 MINUTES 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT-OF-WAY SOUTH 03 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17123 THE FOLLOWING FIVE COURSES AND DISTANCES; SOUTH 57 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES 53 MINUTES 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES 20 MINUTES 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES 00 MINUTES 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES 51 MINUTES 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

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DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, AS SET FORTH IN DEED INST.#: 199906348, DATED 04/23/99, RECORDED 04/23/99, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA

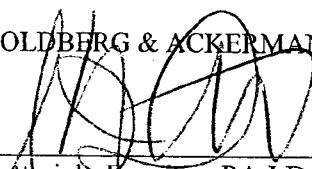
Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which John Michael Solan a/k/a John M. Solan and Vicki Ann Solan, Formerly Vicki Ann Junod, husband and wife, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
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ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dieterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND  
VIA PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD CO.**

Exhibit "A"

**LEGAL DESCRIPTION**

ALL that certain parcel of land lying and being situate in the Township of Gulich, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

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DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, AS SET FORTH IN DEED INST.#: 199906348, DATED 04/23/99, RECORDED 04/23/99, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.,

CIVIL DIVISION

NO.: 06-1653-CD

Plaintiff,  
vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

Defendants.

**NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST**  
**PURSUANT TO Pa.R.C.P. 3129(b)**

TO:

CLEARFIELD COUNTY TAX CLAIM  
BUREAU  
230 E. Market Street  
Clearfield, PA 16830

PA DEPT. OF REVENUE- INHERITANCE  
TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

CLEARFIELD COUNTY DOMESTIC  
RELATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

Certified Article Number  
7160 3901 9845 1283 5378

SENDERS RECORD

Certified Article Number  
7160 3901 9845 1283 5361

SENDERS RECORD

Certified Article Number  
7160 3901 9845 1283 5354

SENDERS RECORD

Certified Article Number  
7160 3901 9845 1283 5347

SENDERS RECORD

Certified Article Number  
7160 3901 9845 1283 5330

SENDERS RECORD

Certified Article Number  
7160 3901 9845 1283 5323

SENDERS RECORD

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

**CLEARFIELD COUNTY COURTHOUSE**  
Clearfield, Pennsylvania 16830

On **08/03/2007**, at 10:00 a.m., the following described real estate which Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

144 Walnut Street,  
Smithmill, PA 16680  
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, : CIVIL DIVISION  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A., : NO.: 06-1653-CD

Plaintiff,

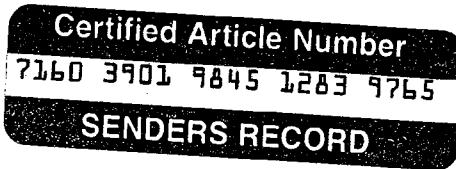
vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

Defendants.

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Jack E. Friday  
144 Walnut Street  
Smithmill, PA 16680



TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, 230 East Market Street, Clearfield, PA 16830 on August 3, 2007 at 10:00 a.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

144 Walnut Street, Smithmill, PA, 16680

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 06-1653-CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Jack E. Friday and Colleen A. Friday

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 East Market Street, Clearfield, PA 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

**Lawyer Referral Service of the Clearfield  
County Bar Association**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

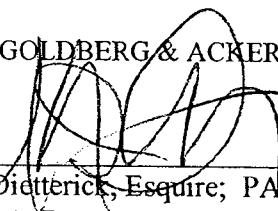
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ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; P.A.I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

Dated: May 10, 2007

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND  
VIA PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD CO.**

Exhibit "A"

**LEGAL DESCRIPTION**

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Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

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CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A. : CIVIL DIVISION  
: NO.: 06-1653-CD

Plaintiff, :  
vs. :  
JACK E. FRIDAY; COLLEEN A. FRIDAY; :  
Defendants. :  
:

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Colleen A. Friday  
144 Walnut Street  
Smithmill, PA 16680

Certified Article Number

7160 3901 9845 1283 9772

SENDERS RECORD

TAKE NOTICE:

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(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

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No. 06-1653-CD

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Jack E. Friday and Colleen A. Friday

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20588  
NO. 06-1653-CD

PLAINTIFF: M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A.  
vs.  
DEFENDANT: JACK E. FRIDAY; COLLEEN A. FRIDAY

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 5/16/2007

LEVY TAKEN 5/29/2007 @ 9:30 AM

POSTED 5/29/2007 @ 9:30 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/21/2008

DATE DEED FILED NOT SOLD

**FILED**

0/9/05 LM  
JAN 21 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

6/4/2007 @ 10:39 AM SERVED JACK E. FRIDAY

SERVED JACK E. FRIDAY, DEFENDANT, AT HIS RESIDENCE 144 WALNUT STREET, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDELL FRIDAY, DAUGHTER OF THE DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

6/4/2007 @ 10:39 AM SERVED COLLEEN A. FRIDAY

SERVED COLLEEN A. FRIDAY, DEFENDANT, AT HER RESIDENCE 144 WALNUT STREET, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDELL FRIDAY, DAUGHTER OF DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, AUGUST 3, 2007 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR AUGUST 3, 2007 TO SEPTEMBER 7, 2007.

@ SERVED

NOW, SEPTEMBER 6, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 7, 2007 TO NOVEMBER 2, 2007.

@ SERVED

NOW, OCTOBER 30, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 2, 2007. THE DEFENDANT PAID \$7,103.00 TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20588

NO: 06-1653-CD

PLAINTIFF: M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A.  
VS.

DEFENDANT: JACK E. FRIDAY; COLLEEN A. FRIDAY

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$430.92

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by *Amber Butler-Cayhulca*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, : Docket No.: 06-1653-CD  
SUCCESSOR BY MERGER TO KEYSTONE : Execution No.:  
FINANCIAL BANK, N.A., :  
Plaintiff, :  
vs. :  
JACK E. FRIDAY; COLLEEN A. FRIDAY :  
Defendants. :  
.

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

|  |   |
|--|---|
| AMOUNT DUE                               | \$54,365.99   |
| INTEREST from 5/10/07 to date of<br>sale | \$ 3,723.00   |
| Total<br>(Costs to be added)             | \$58,088.99 plus costs to be added<br>125.00 Prothonotary costs |

Prothonotary:

By: Willie L. Thompson  
Clerk

Date: 5/16/07

Received May 16, 2007 @ 3:00 P.M.  
Chester G. Hawkins  
by Cynthia Bitten-Ackerman

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, : Docket No.: 06-1653-CD  
SUCCESSOR BY MERGER TO KEYSTONE :  
FINANCIAL BANK, N.A. : Execution No.:  
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JACK E. FRIDAY; COLLEEN A. FRIDAY :  
Defendants. :  
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By: Willie Thompson  
Clerk

Date: 5/16/07

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ALL that certain parcel of land lying and being situate in the Township of Gulich, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL OF 3 NORTH 73 DEGREES 32 MINUTES 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES 59 MINUTES 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT-OF-WAY SOUTH 03 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17123 THE FOLLOWING FIVE COURSES AND DISTANCES; SOUTH 57 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES 53 MINUTES 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES 20 MINUTES 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES 00 MINUTES 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES 51 MINUTES 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLENTIMBER, PA 16639.

DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, AS SET FORTH IN DEED INST.#: 199906348, DATED 04/23/99, RECORDED 04/23/99, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which John Michael Solan a/k/a John M. Solan and Vicki Ann Solan, Formerly Vicki Ann Junod, husband and wife, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 199906348-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JACK E. FRIDAY

NO. 06-1653-CD

NOW, January 19, 2008, 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 Jack E. Friday; Colleen A. Friday 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 \$7,103.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                            |                 |                                |                    |
|----------------------------|-----------------|--------------------------------|--------------------|
| RDR                        | 15.00           | DEBT-AMOUNT DUE                | 54,365.99          |
| SERVICE                    | 15.00           | INTEREST @                     | 0.00               |
| MILEAGE                    | 27.16           | FROM TO                        |                    |
| LEVY                       | 15.00           |                                |                    |
| MILEAGE                    | 27.16           | PROTH SATISFACTION             |                    |
| POSTING                    | 15.00           | LATE CHARGES AND FEES          |                    |
| CSDS                       | 10.00           | COST OF SUIT-TO BE ADDED       |                    |
| COMMISSION                 | 142.06          | FORECLOSURE FEES               |                    |
| POSTAGE                    | 7.38            | ATTORNEY COMMISSION            |                    |
| HANDBILLS                  | 15.00           | REFUND OF ADVANCE              |                    |
| DISTRIBUTION               | 25.00           | REFUND OF SURCHARGE            | 40.00              |
| ADVERTISING                | 15.00           | SATISFACTION FEE               |                    |
| ADD'L SERVICE              | 15.00           | ESCROW DEFICIENCY              |                    |
| DEED                       |                 | PROPERTY INSPECTIONS           |                    |
| ADD'L POSTING              |                 | INTEREST                       | 3,723.00           |
| ADD'L MILEAGE              | 27.16           | MISCELLANEOUS                  |                    |
| ADD'L LEVY                 |                 |                                |                    |
| BID/SETTLEMENT AMOUNT      | 7,103.00        | <b>TOTAL DEBT AND INTEREST</b> | <b>\$58,128.99</b> |
| RETURNS/DEPUTIZE           |                 |                                |                    |
| COPIES                     | 15.00           | <b>COSTS:</b>                  |                    |
|                            | 5.00            | ADVERTISING                    | 536.74             |
| BILLING/PHONE/FAX          |                 | TAXES - COLLECTOR              |                    |
| CONTINUED SALES            | 40.00           | TAXES - TAX CLAIM              |                    |
| MISCELLANEOUS              |                 | DUE                            |                    |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$430.92</b> | LIEN SEARCH                    | 200.00             |
|                            |                 | ACKNOWLEDGEMENT                |                    |
| DEED COSTS:                |                 | DEED COSTS                     | 0.00               |
| ACKNOWLEDGEMENT            |                 | SHERIFF COSTS                  | 430.92             |
| REGISTER & RECORDER        |                 | LEGAL JOURNAL COSTS            | 180.00             |
| TRANSFER TAX 2%            | 0.00            | PROTHONOTARY                   | 125.00             |
| <b>TOTAL DEED COSTS</b>    | <b>\$0.00</b>   | MORTGAGE SEARCH                | 80.00              |
|                            |                 | MUNICIPAL LIEN                 |                    |
|                            |                 | <b>TOTAL COSTS</b>             | <b>\$1,552.66</b>  |

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

CHESTER A. HAWKINS, Sheriff

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
**ATTORNEYS AT LAW**

LEONARD B. ZUCKER  
 MICHAEL S. ACKERMAN  
 JOEL ACKERMAN\*

RICHARD F. HABER\*\*  
 FRANCES GAMBARDELLA  
 TANEISHA J. INGRAM  
 MILICA A. FATOVICH  
 BRIAN C. NICHOLAS\*\*\*  
 STEVEN D. KROL

\*ALSO MEMBER OF NY, PA AND CA BAR  
 \*\*ALSO MEMBER OF PA BAR  
 \*\*\*ALSO MEMBER OF NY AND NJ BAR  
 \*\*\*\*MEMBER OF PA BAR ONLY

OF COUNSEL:  
 SCOTT A. DIETTERICK, ESQ. \*\*\*  
 KIMBERLY A. BONNER, ESQ. \*\*\*

200 SHEFFIELD STREET- SUITE 301  
 P.O. BOX 1024  
 MOUNTAINSIDE, NJ 07092-0024  
 TELEPHONE: 908-233-8500  
 FACSIMILE: 908-233-1390  
 E-MAIL: [office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)

For payoff/reinstatement figures  
 Please send your request to: [zuckergoldberg.com/pr](http://zuckergoldberg.com/pr)  
 REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1933  
 AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)  
 LOUIS J. GOLDBERG (1923-1957)  
 LEONARD I. GOLDBERG (1929-1979)  
 BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
 P.O. Box 650  
 Hershey, PA 17033  
 717-533-3560  
 Fax: 717-533-3562

XCP-79679

August 2, 2007

**Fax no.: 814-765-5915**

Office of the Sheriff of Clearfield County  
 ATTN: CINDY, REAL ESTATE DEPT.  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

**Re: M&T Mortgage Corporation, successor by  
 merger to Keystone Financial Bank, N.A**  
**vs. Jack E. Friday**  
**Premises: 144 Walnut Street**  
**Smithmill, PA 16680**  
**Docket No.: 06-1653-CD**  
**Sheriff #:**

Dear Sir/Madam:

Please continue the sheriff sale set for 08/03/2007 to the SEPTEMBER 7, 2007 sheriff sale. Please announce this continuance at the 08/03/2007 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Elsa Rios*  
 Foreclosure Sales Specialist  
 (908) 233-8500 x 137

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
**ATTORNEYS AT LAW**

LEONARD B. ZUCKER  
 MICHAEL S. ACKERMAN  
 JOEL ACKERMAN\*

RICHARD P. HABER\*\*  
 FRANCES GAMBARDELLA  
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\*ALSO MEMBER OF NY, PA AND CA BAR  
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 \*\*\*ALSO MEMBER OF NY AND ME BAR  
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OF COUNSEL:  
 SCOTT A. DIETTEKICK, ESQ. ....  
 KIMBERLY A. BONNER, ESQ. ....

200 SHEFFIELD STREET- SUITE 301  
 P.O. BOX 1024  
 MOUNTAINSIDE, NJ 07092-0024  
 TELEPHONE: 908-233-8500  
 FACSIMILE: 908-233-1390  
 E-MAIL: [office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)

For payoff/reinstatement figures:  
 Please send your request to: [zuckergoldberg.com/pr](http://zuckergoldberg.com/pr)  
 REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923  
 AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)  
 LOUIS D. GOLDBERG (1923-1967)  
 LEONARD H. GOLDBERG (1929-1979)  
 BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
 P.O. Box 650  
 Herkhey, PA 17033  
 717-533-3560  
 Fax: 717-533-3562

XCP-79679

September 6, 2007

**Fax no.: 814-765-5915**

Office of the Sheriff of Clearfield County  
 ATTN: REAL ESTATE DEPT.  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

Re: **M&T Mortgage Corporation, successor by  
 merger to Keystone Financial Bank, N.A**  
 vs. **Jack E. Friday**  
 Premises: **144 Walnut Street**  
**Smithmill, PA 16680**  
 Docket No.: **06-1653-CD**  
 Sheriff #: **102017**

Dear Cindy:

Please continue the sheriff sale set for 09/07/2007 to November 2, 2007. Please  
 announce this continuance at the 9/07/2007 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Elsa Rios*  
 Foreclosure Sales Specialist  
 (908) 233-8500 x 137

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
**ATTORNEYS AT LAW**

LEONARD B. ZUCKER  
 MICHAEL S. ACKERMAN  
 JOEL ACKERMAN\*

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**OF COUNSEL:**  
 SCOTT A. DIETTERICK, ESQ. \*\*\*\*  
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 P.O. BOX 1024  
 MOUNTAINSIDE, NJ 07042-0024

TELEPHONE: 908-233-8500  
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 E-MAIL: [office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)

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 BENJAMIN WEISS (1949-1981)

Pennsylvania Office  
 P.O. Box 550  
 Horsham, PA 17038  
 717-533-3563  
 Fax: 717-533-3362

XCP-79679

October 31, 2007

*Via Fax & Regular Mail*

*Fax no.: 814-765-5915*

Office of the Sheriff of Clearfield County  
 ATTN: REAL ESTATE DEPT.  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

Re: M&T Mortgage Corporation, successor by  
 merger to Keystone Financial Bank, N.A  
 vs. Jack E. Friday  
 Premises: 144 Walnut Street  
 Smithmill, PA 16680  
 Docket No.: 06-1653-CD

Dear Sir/Madam:

Please consider this correspondence a formal request to stay the Sheriff's sale scheduled for 11/02/2007 in the above referenced matter. The reason for the stay is due to the defendant entering a Forbearance Agreement with M&T Mortgage Corporation. Our client has received \$7,103.00 which represents the down payment due under the Forbearance Agreement. Kindly announce this stay at the 11/02/2007 sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Gamalielle Geffrard*  
 Foreclosure Sales Specialist  
 (908) 233-8500 x 375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.

Docket No.: 06-1653-CD

Execution No.:

Plaintiff,

vs.

JACK E. FRIDAY, COLLEEN A. FRIDAY

Defendants.

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

|   |                                  |
|---|----------------------------------|
| AMOUNT DUE                                | \$54,365.99                      |
| INTEREST from 02/04/08 to date of<br>sale | \$2,754.00                       |
| Total                                     | <b>\$57,119.99</b>               |
| (Costs to be added)                       | <b>plus costs to be added</b>    |
|   | <b>145.00 Prothonotary costs</b> |

Prothonotary:

By: Willie L. Chapman  
Clerk

Date: 2/7/08

Exhibit "A"

**LEGAL DESCRIPTION**

ALL THAT PARCEL OF LAND IN TOWNSHIP OF GULICH, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1999, PAGE 06348, ID# 118-K16-87, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND THE STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG HTE LINE OF PARCEL 3 NORTH 73 DEGREES, 32 MINUTES, 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES, 59 MINUTES, 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT OF WAY SOUTH 03 DEGREES, 49 MINUTES, 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17133 THE FOLLOWING FIVE COURSES AND DISTANCES: SOUTH 57 DEGREES, 49 MINUTES, 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES, 53 MINUTES, 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES, 20 MINUTES, 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES, 00 MINUTES, 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES, 51 MINUTES, 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLENIMBER, PA 16639. DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN F/K/A VICKI ANN JUNOD, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 1999, PAGE 06348 DATED 04/23/1999 AND RECORDED 04/23/1999, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

M&T MORTGAGE CORPORATION  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.

Docket No.: 06-1653-CD

Execution No.:

Plaintiff,

vs.

JACK E. FRIDAY, COLLEEN A. FRIDAY

Defendants.

To the Prothonotary of Clearfield County:

**ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER  
ON THE FOLLOWING DESCRIBED REAL ESTATE:**

See Exhibit "A" attached.

|   |                                  |
|---|----------------------------------|
| Amount Due                                | \$54,365.99                      |
| Interest from 02/04/08 to date of<br>sale | \$2,754.00                       |
| <b>Total</b>                              | <b>\$57,119.99</b>               |
|   | <b>plus costs to be added</b>    |
| Plus Costs (Costs to be added)            | <b>145.00 Prothonotary costs</b> |

ZUCKER GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Richard P. Haber, Esquire; PA I.D. #202567  
Eric Santos, Esquire; PA I.D. #201493  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

FILED *acc*  
*m/11/08 6:41*  
*FEB 07 2008*  
*lownits w/prop.*  
*desc to Sheriff*

Atty pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

(64)

Exhibit "A"

**LEGAL DESCRIPTION**

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Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.

Docket No.: 06-1653-CD

Execution No.:

Plaintiff,

vs.

JACK E. FRIDAY, COLLEEN A. FRIDAY

Defendants

FILED NO  
M 11 08 2008  
FEB 07 2008  
610

William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129.1**

M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A., Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 144 Walnut Street, Smithmill, PA 16680.

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

JACK E. FRIDAY AND COLLEEN A. FRIDAY, HUSBAND AND WIFE AS  
TENANTS BY THE ENTIRETIES  
144 Walnut Street  
Smithmill, PA 16680

2. Name and Address of Defendant(s) in the Judgment:

JACK E. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

COLLEEN A. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A. D/B/A KEYSTONE FINANCIAL MORTGAGE  
Plaintiff

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A. D/B/A KEYSTONE FINANCIAL MORTGAGE  
Plaintiff

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

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 East Market Street  
Clearfield, PA 16830

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

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

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

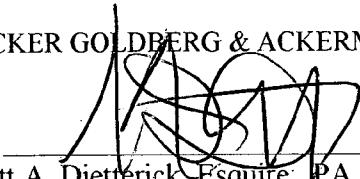
UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

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

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire, PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA.I.D. #89705  
Richard P. Haber, Esquire; PA.I.D. #202567  
Eric Santos, Esquire; PA I.D. #201493  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

**LEGAL DESCRIPTION**

ALL THAT PARCEL OF LAND IN TOWNSHIP OF GULICH, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1999, PAGE 06348, ID# 118-K16-87, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND THE STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL 3 NORTH 73 DEGREES, 32 MINUTES, 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES, 59 MINUTES, 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT OF WAY SOUTH 03 DEGREES, 49 MINUTES, 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17133 THE FOLLOWING FIVE COURSES AND DISTANCES: SOUTH 57 DEGREES, 49 MINUTES, 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES, 53 MINUTES, 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES, 20 MINUTES, 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES, 00 MINUTES, 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES, 51 MINUTES, 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLEN TIMBER, PA 16639. DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN F/K/A VICKI ANN JUNOD, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 1999, PAGE 06348 DATED 04/23/1999 AND RECORDED 04/23/1999. CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff,  
vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;  
Defendants.

CIVIL DIVISION

NO.: 06-1653-CD

Sheriff Sale #:

TYPE OF PLEADING

**Pa. R.C.P. RULE 3129.2(C) AFFIDAVIT  
OF SERVICE OF  
DEFENDANT/OWNER AND  
OTHER PARTIES OF INTEREST**

CODE:

FILED ON BEHALF OF:  
M&T Mortgage Corporation, successor by  
merger to Keystone Financial Bank, N.A.

COUNSEL OF RECORD FOR THIS  
PARTY:

ZUCKER, GOLDBERG & ACKERMAN,  
LLC

Scott A. Dietterick, Esquire PA I.D. #55650  
Kimberly A. Bonner, Esquire- PA I.D. #89705  
Richard P. Haber, Esquire- PA I.D. #202567  
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200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
[office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)  
File No.: XCP- 79679/gg

FILED NOCC  
M10:44/61  
APR 10 2008  
Wm

William A. Shaw  
Prothonotary/Clerk of Courts

Zucker, Goldberg & Ackerman, LLC  
XCP-79679

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|                                   |   |                 |
|-----------------------------------|---|-----------------|
| M&T MORTGAGE CORPORATION,         | : | CIVIL DIVISION  |
| SUCCESSOR BY MERGER TO KEYSTONE   | : |                 |
| FINANCIAL BANK, N.A.,             | : | NO.: 06-1653-CD |
|                                   | : |                 |
| Plaintiff,                        | : |                 |
|                                   | : |                 |
| vs.                               | : |                 |
|                                   | : |                 |
| JACK E. FRIDAY; COLLEEN A. FRIDAY | : |                 |
|                                   | : |                 |
| Defendants.                       | : |                 |

**Pa.R.C.P. RULE 3129(c) AFFIDAVIT OF SERVICE OF  
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

I, Gamalielle Geffrard, a paralegal with the firm of Zucker, Goldberg & Ackerman, LLC, attorneys for Plaintiff, M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A, being duly sworn according to law depose and make the following Affidavit regarding the service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

1. Defendants, Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties, are the record owners of the real property.
2. On or about 4/1/08, Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties were served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa. R.C.P. 3129, personally by the Sheriff of Clearfield County, at the address of the mortgaged premises, being 144 Walnut Street, Smithmill

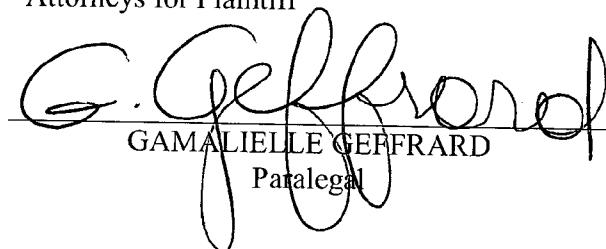
PA 16680. A true and correct copy of said Notice and Return of Service are marked Exhibit "A", attached hereto and made a part hereof.

3. On or about 3/18/08, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that the Defendants/Owners and all other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa.R.C.P. 3129.2.

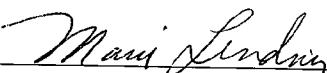
ZUCKER, GOLDBERG & ACKERMAN,  
LLC  
Attorneys for Plaintiff

Dated: April 9, 2008



GAMALIELLE GEFFRARD  
Paralegal

Sworn to and subscribed before  
me this 9th day of April, 2008



\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

**MARIE LINDNER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 10/10/2011**

# **EXHIBIT A**

## ESTATE

## REAL ESTATE

EXECUTION SERVICE SHEET

DKT: EX PAGE 20729

DEPUTY RECEIVED: February 14, 2008

DEFENDANT(S): COLLEEN A. FRIDAY

ADDRESS: 144 WALNUT STREET  
SMTHMILL, PA 16680

LEVY &amp; POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

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

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: MARCH 17, 2008 April 1, 2008

DATE SERVED, POSTED OR LEVIED: 4-1-08 TIME: 4:322 PM

NAME OF PERSON SERVED: Colleen Friday

TITLE: Det

WHERE SERVED /POSTED(ADDRESS): 144 Walnut St, Smithmill

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEMPTS: 2-21-08 - 10:44 AM N/H 3-12-08 - 1:55 PM N/H  
3-7-08 - 11:05 AM N/H 3-13-08 - 10:29 AM N/H  
3-5-08 - 10:24 AM N/H 3-28-08 - 10:00 AM N/H - Left Note

## SPECIAL DIRECTIONS:

NO 06-1653-CD  
JACK E. FRIDAY; COLLEEN A. FRIDAY

SERVED, POSTED OR LEVIED ON BY: Davis - Mangillo

NOTES: \_\_\_\_\_

## REAL ESTATE

## REAL ESTATE

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20729

DEPUTY RECEIVED: February 14, 2008

DEFENDANT(S): JACK E. FRIDAY

ADDRESS: 144 WALNUT STREET  
SMITHMILL, PA 16680

LEVY &amp; POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

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

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: MARCH 17, 2008 April 1, 2008 p.m.

DATE SERVED, POSTED OR LEVIED: 4-1-08 TIME: 5:22 p.m.

NAME OF PERSON SERVED: Colleen Friday

TITLE: Wife

WHERE SERVED /POSTED(ADDRESS): 144 Walnut St, Smithmill

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEMPTS: 2-21-08- 10:44 AM - N/H 3-13-08- 10:23 AM - N/H

3-3-08- 11:05 AM - N/H 3-28-08- 10:40 AM - N/H - left note

3-5-08- 10:24 AM - N/H

3-12-08- 1:55 PM - N/H

## SPECIAL DIRECTIONS:

NO 06-1653-CD  
JACK E. FRIDAY, COLLEEN A. FRIDAY

SERVED, POSTED OR LEVIED ON BY: Davis - Mongillo

NOTES: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.,

CIVIL DIVISION  
NO. 06-1653-CD

Plaintiff,

vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

Defendants.

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Colleen A. Friday  
144 Walnut Street  
Smithmill, PA 16680

Certified Article Number

7160 3901 9845 4369 3909

SENDERS RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at Clearfield County Sheriff's Office, 1 North 2nd Street, Suite 116, Clearfield, PA on **FRIDAY, MAY 2, 2008** at 10:00am prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

144 Walnut Street, Smithmill, PA, 16680

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 06-1653-CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 East Market Street, Clearfield, PA 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

**Lawyer Referral Service of the Clearfield  
County Bar Association**

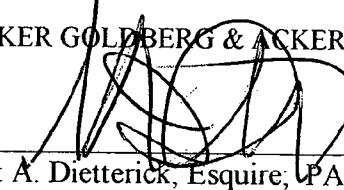
**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830, before presentation of the petition to the Court.

ZUCKER GOLDBERG & ACKERMAN, LLC

BY:   
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA.I.D. #89705  
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**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND  
VIA PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD CO.**

Exhibit "A"

**LEGAL DESCRIPTION**

ALL THAT PARCEL OF LAND IN TOWNSHIP OF GULICH, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1999, PAGE 06348, ID# 118-K16-87, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND THE STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

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SEIZED, taken in execution to be sold as the property of JACK E. FRIDAY; COLLEEN A. FRIDAY, at the suit of M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A. JUDGMENT NO. 06-1653-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.,

CIVIL DIVISION

NO. 06-1653-CD

Plaintiff,

vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY;

Defendants.

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Jack E. Friday  
144 Walnut Street  
Smithmill, PA 16680

Certified Article Number

7160 3901 9845 4369 3893

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(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

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No. 06-1653-CD

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Zucker, Goldberg & Ackerman, LLC  
XCP-79679

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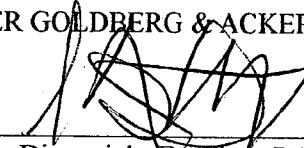
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3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must

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ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: February 4, 2008

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Richard P. Haber, Esquire; PA I.D. #202567  
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Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

SEIZED, taken in execution to be sold as the property of JACK E. FRIDAY; COLLEEN A. FRIDAY, at the suit of M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A. JUDGMENT NO. 06-1653-CD

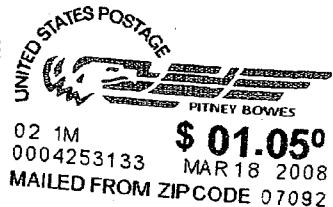
# **EXHIBIT B**



This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form and international mail.

From: Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092

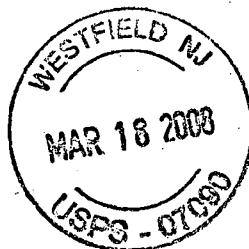
### Certificate Of Mailing



XCP-79679/gg

To: CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 East Market Street  
Clearfield, PA 16830

Postmark Here



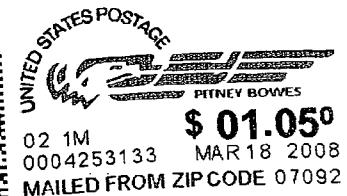
PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been presented to USPS and international mail.

From: Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092

### Certificate Of Mailing



XCP-79679/gg

To: COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

Postmark Here



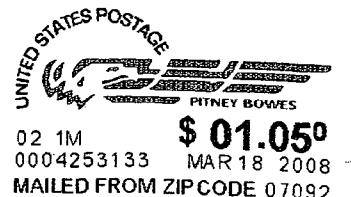
PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This for and international mail.

From: Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092

Certificate Of  
Mailing



XCP-79679/gg

To: CLEARFIELD COUNTY DOMESTIC RELATIONS  
OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830



PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This for and international mail.

From: Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092

Certificate Of  
Mailing



XCP-79679/gg

To: PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

Postmark Here



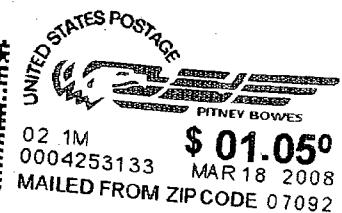
PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been presented to USPS® for and international mail.

**From:** Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092

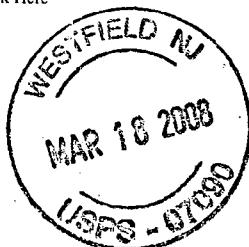
**Certificate Of  
Mailing**



XCP-79679/gg

**To:** UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

Postmark Here



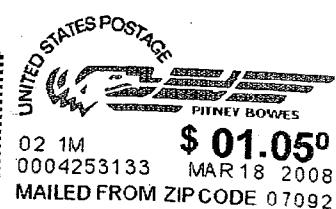
PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing and international mail.

**From:** Scott A. Dietterick, Esquire  
c/o Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092

**Certificate Of  
Mailing**



XCP-79679/gg

**To:** UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A., : CIVIL DIVISION  
: NO.: 06-1653-CD

vs.  
Plaintiff,

JACK E. FRIDAY; COLLEEN A. FRIDAY;  
Defendants.

**NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST**  
**PURSUANT TO Pa.R.C.P. 3129(b)**

TO:

CLEARFIELD COUNTY TAX CLAIM  
BUREAU  
230 East Market Street  
Clearfield, PA 16830

UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

COMMONWEALTH OF  
PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

PA DEPT. OF REVENUE-  
INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

CLEARFIELD COUNTY DOMESTIC  
RELATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pennsylvania 16830

Zucker, Goldberg & Ackerman, LLC  
XCP-79679  
79679D1004C03172008P1

On **05/02/2008 at 10:00am**, the following described real estate which Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

144 Walnut Street,  
Smithmill, PA 16680  
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of  
M&T Mortgage Corporation, successor by  
merger to Keystone Financial Bank, N.A.

Plaintiff

vs.

Jack E. Friday

Defendant

at EX. NO. 06-1653-CD in the amount of \$54365.99 plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

ZUCKER, GOLDBERG & ACKERMAN LLC

BY 

Dated: March 17, 2008

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Richard P. Haber, Esquire; PA I.D. #202567  
Eric Santos, Esquire; PA I.D. #201493  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN TOWNSHIP OF GULICH, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1999, PAGE 06348, ID# 118-K16-87, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND THE STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL 3 NORTH 73 DEGREES, 32 MINUTES, 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES, 59 MINUTES, 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT OF WAY SOUTH 03 DEGREES, 49 MINUTES, 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17133 THE FOLLOWING FIVE COURSES AND DISTANCES: SOUTH 57 DEGREES, 49 MINUTES, 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES, 53 MINUTES, 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES, 20 MINUTES, 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES, 00 MINUTES, 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES, 51 MINUTES, 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLENTIMBER, PA 16639.

DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN F/K/A VICKI ANN JUNOD, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 1999, PAGE 06348 DATED 04/23/1999 AND RECORDED 04/23/1999, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION,  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A. : Docket No.: 06-1653-CD

Plaintiff, : Execution No.:

vs.

JACK E. FRIDAY; COLLEEN A. FRIDAY

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

M&T Mortgage Corporation, successor by merger to Keystone Financial Bank, N.A., Plaintiff in the above action, sets forth as of the date the Preccipe for Writ of Execution was filed the following information concerning the real property located at 144 Walnut Street, Smithmill, PA 16680.

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

JACK E. FRIDAY AND COLLEEN A. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

2. Name and Address of Defendant(s) in the Judgment:

JACK E. FRIDAY  
144 Walnut Street  
Smithmill PA 16680

COLLEEN A. FRIDAY  
144 Walnut Street  
Smithmill, PA 16680

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.  
Plaintiff

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

M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A.  
Plaintiff

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

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 East Market Street  
Clearfield, PA 16830

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF WELFARE  
P.O. Box 2675  
Harrisburg, PA 17105

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

CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE  
230 E. Market Street  
Suite 300  
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS  
144 Walnut Street  
Smithmill, PA 16680

UNKNOWN SPOUSE  
144 Walnut Street  
Smithmill, PA 16680

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION  
Dept. 280601  
Harrisburg, PA 17128-0601

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

ZUCKER, GOELBERG & ACKERMAN, LLC

Dated: May 10, 2007

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; P.A.I.D. #89705  
Richard P. Haber, Esquire; P.A.I.D. #202567  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
File No.: XCP-79679  
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

**LEGAL DESCRIPTION**

ALL that certain parcel of land lying and being situate in the Township of Gulich, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL 3 NORTH 73 DEGREES 32 MINUTES 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES 59 MINUTES 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT-OF-WAY SOUTH 03 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17123 THE FOLLOWING FIVE COURSES AND DISTANCES; SOUTH 57 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES 53 MINUTES 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES 20 MINUTES 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES 00 MINUTES 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES 51 MINUTES 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLENTIMBER, PA 16639.

DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, AS SET FORTH IN DEED INST.#: 199906348, DATED 04/23/99, RECORDED 04/23/99, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680.

BEING the same premises which John Michael Solan a/k/a John M. Solan and Vicki Ann Solan, Formerly Vicki Ann Junod, husband and wife, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 199906348, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20729  
NO: 06-1653-CD

PLAINTIFF: M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A.

vs.

DEFENDANT: JACK E. FRIDAY; COLLEEN A. FRIDAY

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 2/7/2008

LEVY TAKEN 2/21/2008 @ 10:44 AM

POSTED 2/21/2008 @ 10:44 AM

SALE HELD 5/2/2008

SOLD TO M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 5/23/2008

DATE DEED FILED 5/23/2008

PROPERTY ADDRESS 144 WALNUT STREET SMITHMILL , PA 16680

**SERVICES**

4/1/2008 @ 3:22 PM SERVED JACK E. FRIDAY

SERVED JACK E. FRIDAY, DEFENDANT, AT HIS RESIDENCE 144 WALNUT STREET, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO COLLEEN FIRDAY, WIFE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

4/1/2008 @ 3:22 PM SERVED COLLEEN A. FRIDAY

SERVED, COLLEEN A. FRIDAY, DEFENDANT, AT HER RESIDENCE 144 WALNUT STREET, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO COLLEEN FRIDAY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

**FILED**  
4/22/08  
MAY 23 2008  
10  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20729

NO: 06-1653-CD

PLAINTIFF: M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A.  
VS.

DEFENDANT: JACK E. FRIDAY; COLLEEN A. FRIDAY

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$398.88

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

So Answers,

*Chester Hawkins*  
*by Andrew Butterfield*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

M&T MORTGAGE CORPORATION, Docket No.: 06-1653-CD  
SUCCESSOR BY MERGER TO KEYSTONE  
FINANCIAL BANK, N.A., Execution No.:  
Plaintiff,

vs.

JACK E. FRIDAY, COLLEEN A. FRIDAY

Defendants.

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

|   |                                  |
|---|----------------------------------|
| AMOUNT DUE                                | \$54,365.99                      |
| INTEREST from 02/04/08 to date of<br>sale | \$2,754.00                       |
| Total                                     | <b>\$57,119.99</b>               |
| (Costs to be added)                       | <b>plus costs to be added</b>    |
|   | <b>145.00 Prothonotary costs</b> |

Prothonotary:

By: Walt L. Shan  
Clerk

Date: 2/7/08

Received this writ this 7th day  
of February A.D. 2008  
At 1:00 A.M./P.M.

Chas. A. Hawkeis  
Sheriff Sgt. Cynthia Butter-Ackerman

Exhibit "A"

**LEGAL DESCRIPTION**

ALL THAT PARCEL OF LAND IN TOWNSHIP OF GULICH, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1999, PAGE 06348, ID# 118-K16-87, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND THE STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS.

BEGINNING AT AN IRON PIN, ON THE WESTERN SIDE OF LR 17123, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL 2, HEREIN DESCRIBED; THENCE ALONG THE LINE OF PARCEL 3 NORTH 73 DEGREES, 32 MINUTES, 42 SECONDS WEST A DISTANCE OF 76.07 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF PARCEL 1 NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 120.76 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF MARY SATUR NORTH 04 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 268.66 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF LAND OF ALBERT AND WANDA DARPINO SOUTH 86 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE ALONG SAME SOUTH 85 DEGREES, 59 MINUTES, 27 SECONDS EAST A DISTANCE OF 225.01 FEET TO AN IRON PIN; THENCE ALONG THE LINE OF A 50 FOOT RIGHT OF WAY SOUTH 03 DEGREES, 49 MINUTES, 38 SECONDS WEST A DISTANCE OF 161.48 FEET TO AN IRON PIN; THENCE ALONG LR 17133 THE FOLLOWING FIVE COURSES AND DISTANCES: SOUTH 57 DEGREES, 49 MINUTES, 35 SECONDS WEST A DISTANCE OF 32.13 FEET; SOUTH 51 DEGREES, 53 MINUTES, 12 SECONDS WEST A DISTANCE OF 104.32 FEET; SOUTH 48 DEGREES, 20 MINUTES, 34 SECONDS WEST A DISTANCE OF 98.19 FEET; SOUTH 48 DEGREES, 00 MINUTES, 25 SECONDS WEST A DISTANCE OF 77.08 FEET; SOUTH 44 DEGREES, 51 MINUTES, 45 SECONDS WEST A DISTANCE OF 39.31 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

CONTAINING 2.271 ACRES MORE OR LESS AND BEING PARCEL 2 AS SHOWN ON THE SOLAN SUBDIVISION AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR 2417 SKYLINE DRIVE, FALLENTIMBER, PA 16639. DEED FROM JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN F/K/A VICKI ANN JUNOD, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 1999, PAGE 06348 DATED 04/23/1999 AND RECORDED 04/23/1999. CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 118-K16-87

Address: 144 Walnut Street, Smithmill, PA 16680

BEING the same premises which JOHN MICHAEL SOLAN A/K/A JOHN M. SOLAN AND VICKI ANN SOLAN, FORMERLY VICKI ANN JUNOD, HUSBAND AND WIFE, by Deed dated April 23, 1999 and recorded April 23, 1999 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 19990634-8, Page , granted and conveyed unto Jack E. Friday and Colleen A. Friday, husband and wife as Tenants by the Entireties.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JACK E. FRIDAY

NO. 06-1653-CD

NOW, May 23, 2008, 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 May 02, 2008, I exposed the within described real estate of Jack E. Friday; Colleen A. Friday to public venue or outcry at which time and place I sold the same to M&T MORTGAGE CORPORATION, SUCCESSOR BY MERGER TO KEYSTONE FINANCIAL BANK, N.A. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

|                            |                 |
|----------------------------|-----------------|
| RDR                        | 15.00           |
| SERVICE                    | 15.00           |
| MILEAGE                    | 28.28           |
| LEVY                       | 15.00           |
| MILEAGE                    | 28.28           |
| POSTING                    | 15.00           |
| CSDS                       | 10.00           |
| COMMISSION                 | 0.00            |
| POSTAGE                    | 4.92            |
| HANDBILLS                  | 15.00           |
| DISTRIBUTION               | 25.00           |
| ADVERTISING                | 15.00           |
| ADD'L SERVICE              | 15.00           |
| DEED                       | 30.00           |
| ADD'L POSTING              |                 |
| ADD'L MILEAGE              | 141.40          |
| ADD'L LEVY                 |                 |
| BID AMOUNT                 | 1.00            |
| RETURNS/DEPUTIZE           |                 |
| COPIES                     | 15.00           |
|                            | 5.00            |
| BILLING/PHONE/FAX          | 5.00            |
| CONTINUED SALES            |                 |
| MISCELLANEOUS              |                 |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$398.88</b> |

**DEED COSTS:**

|                         |                |
|-------------------------|----------------|
| ACKNOWLEDGEMENT         | 5.00           |
| REGISTER & RECORDER     | 29.00          |
| TRANSFER TAX 2%         | 0.00           |
| <b>TOTAL DEED COSTS</b> | <b>\$29.00</b> |

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                                |                    |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE                | 54,365.99          |
| INTEREST @ %                   | 0.00               |
| FROM TO 05/02/2008             |                    |
| PROTH SATISFACTION             |                    |
| LATE CHARGES AND FEES          |                    |
| COST OF SUIT-TO BE ADDED       |                    |
| FORECLOSURE FEES               |                    |
| ATTORNEY COMMISSION            |                    |
| REFUND OF ADVANCE              |                    |
| REFUND OF SURCHARGE            | 40.00              |
| SATISFACTION FEE               |                    |
| ESCROW DEFICIENCY              |                    |
| PROPERTY INSPECTIONS           |                    |
| INTEREST                       | 2,754.00           |
| MISCELLANEOUS                  |                    |
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$57,159.99</b> |
| <b>COSTS:</b>                  |                    |
| ADVERTISING                    | 541.06             |
| TAXES - COLLECTOR              |                    |
| TAXES - TAX CLAIM              |                    |
| DUE                            |                    |
| LIEN SEARCH                    | 100.00             |
| ACKNOWLEDGEMENT                | 5.00               |
| DEED COSTS                     | 29.00              |
| SHERIFF COSTS                  | 398.88             |
| LEGAL JOURNAL COSTS            | 126.00             |
| PROTHONOTARY                   | 145.00             |
| MORTGAGE SEARCH                | 40.00              |
| MUNICIPAL LIEN                 |                    |
| <b>TOTAL COSTS</b>             | <b>\$1,384.94</b>  |

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

CHESTER A. HAWKINS, Sheriff