

06-2063-CD
Mort. Elec. Sys. Vs Arthur Walters
[Handwritten signature]

Mortgage Electronic vs Arthur Walters
2006-2063-CD

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

ATTORNEY FOR PLAINTIFF

FILED *Atty*
m 110:44/801 pd.
DEC 12 2006 85:00
LAW ICC Shaff
William A. Shaw
Prothonotary/Clerk of Courts

Mortgage Electronic
Registration Systems, Inc.
9990 Richmond
Houston, TX 77042
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.
Arthur F. Walters
2905 Cambria Street
Fallentimber, PA 16639
Defendant(s)

NO. *DL-2063-CD*

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE

March 21, 2007 Document
Reinstated/Reissued to Sheriff/Attorney

David S. Meholic
Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

814-765-2641, ext. 5982

for service.

W.A. Shaw
Deputy Prothonotary

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: **N/A**

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

Recording Date: **N/A**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 2905 Cambria Street a/k/a RR1 Vox 72

MUNICIPALITY/TOWNSHIP/BOROUGH: Gulich Township

COUNTY: Clearfield

DATE EXECUTED: 2/15/02

DATE RECORDED: 2/20/02 Instrument # 200202719

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

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

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

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

principal and interest when due in the amounts indicated below;

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

6. The following amounts are due on the said Mortgage as of 12/11/06:

Principal of debt due	\$51,573.57
Unpaid Interest at 8.5% from 6/1/06 to 12/11/06 (the per diem interest accruing on this debt is \$12.18 and that sum should be added each day after 12/11/06)	2,338.95
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$184.00 and that sum should be added on the first of each month after 12/11/06)	474.25
Late Charges (monthly late charge of \$20.63 should be added in accordance with the terms of the note each month after 12/11/06)	113.28
Property Inspection	63.00
Prior Payment Shortage	28.53
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,578.68</u>
TOTAL	\$57,775.26

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

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

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

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$57,775.26 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

All those certain pieces, parcels or lots of ground situate in the Township of Gulich, Clearfield County, Pennsylvania, bounded and described as follows:

Parcel No. 1: BEGINNING at a post at corner of land now or late of Blair Hanna and extending thence North 63 1/2 degrees East, 20 perches to a post; thence South 28 1/2 degrees East, 32 perches to a post; thence South 63 1/2 degrees West, 20 perches to a post on line of land now or late of Blair Hanna; thence along said line, North 28 1/2 degrees West, 32 perches to the first named post and place of beginning.

EXCEPTING AND RESERVING from the above described premises those parcels previously conveyed in Deed Book 334, page 481 and Deed Book 387, page 118.

Parcel No. 2: BEGINNING at an iron pin on the southerly right of way of Pennsylvania Route No. 253 leading to Janesville at the corner of land of a prior Grantee; thence along the southern right of way line of Pennsylvania Route No. 253, North 61 degrees 45 minutes East, 18 feet to an iron pin; thence South 25 degrees 45 minutes East, 119.9 feet to a stake; thence South 59 degrees 57 minutes West, 9 feet to a stake; thence North 30 degrees 03 minutes West 120.8 feet to the point and place of beginning.

SUBJECT TO coal and mining rights, rights of way, easements, building lines, covenants, conditions, restrictions, etc., as same may appear in prior instruments of record.

BEING the same property acquired by the Mortgagor herein by deed from Joseph W. Hart, Jr., et ux., to be recorded contemporaneously with this mortgage.



October 02, 2006 VIA First Class Mail
VIA Certified Mail (return receipt requested)
Certified Number:
Reference Code: 0608

Arthur Walters

2905 Cambria Street
Fallentimber, PA 16639-0000

Loan Number: 600032262
Property Address: RR 1 Box 72, Fallentimbe, PA 16639-0000

Please see the enclosed Document

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Arthur Walters

PROPERTY ADDRESS: RR 1 Box 72,
Fallentimbe, PA 16639-0000

LOAN ACCT. NO.: 600032262

ORIGINAL LENDER: Aegis Mortgage Corporation

CURRENT LENDER/SERVICER: Aegis Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property

located at: RR 1 Box 72, , Fallentimbe, PA, 16639-0000

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 3 payments in the amount of \$ 596.47 from July 01, 2006 through October 02, 2006

Principle and Interest \$ 1,237.56

Escrow .. \$ 551.85

Total Late Charges \$ 72.02

Non-Sufficient Funds Charges .. \$ 0.00

Other Advances \$ 81.03

Interest Arrearage \$ 0.00

Non Escrow Balance \$ 0.00

Subsidy Balance (Credit) \$ 0.00

Suspense Balance (Credit) . \$ 0.00

Non-NSF Fees . \$ 0.00

Interest Reserve Balance \$ 0.00

Total Amount Due . \$ 1,942.46

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,942.46, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 6 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: AEGIS MORTGAGE CORPORATION

Address: 9990 Richmond Avenue Ste 400S, Houston, TX 77043

Phone Number: 1-866-399-5857

Contact Person: Collections Department

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

ASSUMPTION OF MORTGAGE -- You **may or {NO} may not** (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

O R D E R

AND NOW, this day of , 20 , upon
consideration of Plaintiff's Motion and the Affidavit of Good Faith
investigation attached hereto, it is hereby ORDERED that service of
the Complaint in Mortgage Foreclosure and all subsequent pleadings
on Defendant(s), Arthur F. Walters, shall be complete when
Plaintiff or its counsel or agent has mailed true and correct
copies of the Complaint in Mortgage Foreclosure and all subsequent
pleadings by certified mail and regular mail to the last known
address of Defendant(s), Arthur F. Walters at 2905 Cambria Street
a/k/a RR 1 Box 72, Fallentimber, PA 16639 and by posting the
mortgaged premises located at 2905 Cambria Street a/k/a RR1 Box 72,
Fallentimber, PA 16639.

BY THE COURT:

J.

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

ATTORNEY FOR PLAINTIFF

68
FILED
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MAR 12 2007
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Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

William A. Shaw
Prothonotary/Clerk of Courts

v.
Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

MOTION FOR SPECIAL SERVICE PURSUANT
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Mark J. Udren, Esquire, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure upon Defendant(s), Arthur F. Walters by regular mail and certified mail, and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at 2905 Cambria Street a/k/a RR1 Box 72, Fallentimber, PA 16639, which is the mortgaged premises. A copy of the Verification of Service is attached hereto as Exhibit A.

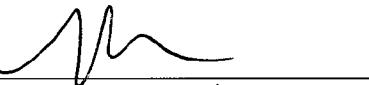
2. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit B.

3. Said investigation was unable to determine an alternate address for said Defendant(s).

4. The last known address of Defendant(s) is as set forth in the attached Exhibits.

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint in Mortgage Foreclosure upon said Defendant(s), Arthur F. Walters by regular mail and certified mail, and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esquire
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Arthur F. Walters

MORTGAGE FORECLOSURE

Defendant(s)

NO. 06-2063-CD

VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Clearfield County, service of the Complaint in Mortgage Foreclosure upon the below listed Defendant(s) was unsuccessful in accordance with Pa.R.C.P. 402 or 3129.2:

Defendant: Arthur Walters

Place of Service: 2905 Cambria Street a/k/a RR 1 Box 72
Fallentimber, PA 16639

Defendant not found because: Moved Unknown No Answer
Vacant Other per Sheriff's department, after several attempts
service was unable to be made.

Mark J. Udren, Esquire, the undersigned, understands that the statements herein set forth above are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

March 9, 2007



Mark J. Udren, Esquire
Attorney for Plaintiff

EXHIBIT A

Players National Locator, Inc.

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: 06110188

Attorney Firm: MARK J UDREN & ASSOCIATES

Case Number:

Subject: Arthur F Walters

A.K.A.: None

Last Known Address: 2905 Cambria Street
Fallentimber, PA 16639

Last Known Number: () -

Melissa Kozma, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator, Inc.
2. On 01/17/2007, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER(S):208-56-7931
- B. EMPLOYMENT SEARCH:
We were unable to verify current employment for Arthur F Walters.
- C. INQUIRY OF CREDITORS:
Creditors indicated the last reported address for Arthur F Walters is 2905 Cambria Street, Fallentimber, PA 16639 with no valid home number.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
Directory assistance had no listing for Arthur F Walters. We called (814) 742-8371 and spoke with a relative who stated Arthur F Walters is living at 2905 Cambria Street, Fallentimber, PA 16639.

INQUIRY OF NEIGHBORS -

N/A

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
As of January 16, 2007 the National Change of Address (NCOA) has no change for Arthur F Walters from 2905 Cambria Street, Fallentimber, PA 16639.

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:
We were unable to verify current drivers license information for Arthur F Walters.

OTHER INQUIRIES -

- A. DEATH RECORDS:
As of January 16, 2007 the Social Security Administration has no death record on file for Arthur F Walters and/or A.K.A's under the social security number provided.
- B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):
None Found.

Exhibit B

Jan-17-07 02:00pm From-Player's Association

636 230 0558

T-280 P.012/023 F-163

C. COUNTY VOTER REGISTRATION:

We were unable to confirm a listing with the County Voters Registration Office.

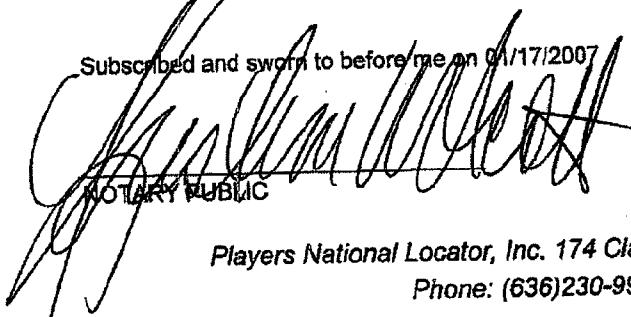
ADDITIONAL INFORMATION ON SUBJECT -

A. DATE OF BIRTH:

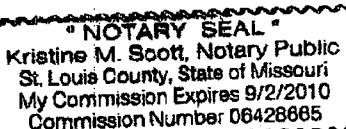
February 1964



AFFIANT Melissa Kozma


Subscribed and sworn to before me on 01/17/2007

NOTARY PUBLIC



Players National Locator, Inc. 174 Clarkson Road, Suite 225 St.Louis, MO 63011

Phone: (636)230-9922 Fax: (636)230-0558

VERIFICATION

Mark J. Udren, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

UDREN LAW OFFICES, P.C.

Date: March 9, 2007



Mark J. Udren, Esquire
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire hereby certify that I have served true and correct copies of the attached Motion For Special Service upon the following person(s) named herein at their last known address or their attorney of record by:

X Regular First Class Mail
____ Certified Mail
____ Other

Date Served: March 9, 2007

TO: Arthur F. Walters
2905 Cambria Street
a/k/a RR1 Box 72
Fallentimber, PA 16639

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esquire
Attorney for Plaintiff

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

MORTGAGE ELECTRONIC REGISTRATION *
SYSTEMS, INC., *

Plaintiff *

vs. *

NO. 06-2063-CD

FILED

ARTHUR F. WALTERS, *
Defendant *

O R D E R

MAR 13 2007
012:40 (C)
William A. Shaw
Prothonotary/Clerk of Courts

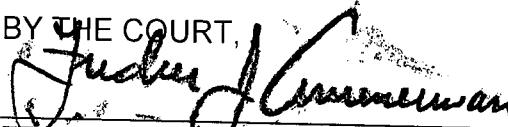
3 weeks to file
(60)

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **ARTHUR F. WALTERS** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 2905 Cambria Street a/k/a RR 1, Box 72, Fallentimber, PA 16639;
3. By certified mail, return receipt requested, 2905 Cambria Street a/k/a RR 1, Box 72, Fallentimber, PA 16639; and
4. By posting the mortgaged premises known in this herein action as 2905 Cambria Street a/k/a RR 1, Box 72, Fallentimber, PA 16639.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
MAR 13 2007
William A. S. Protohromadecovska

William A. Shaw
Prothonotary/Clerk of Courts
133 2007

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

102237

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Case #

06-2063-CD

vs.

ARTHUR F. WALTERS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 16, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ARTHUR F. WALTERS, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

SERVED BY: /

FILED
03-23-07
MAR 16 2007
Clerk
William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	77227	10.00
SHERIFF HAWKINS	UDREN	77227	90.00

Sworn to Before me This

So Answers,

____ Day of _____ 2007

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

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

Mortgage Electronic
Registration Systems, Inc.
9990 Richmond
Houston, TX 77042

Plaintiff

v.

Arthur F. Walters
2905 Cambria Street
Fallentimber, PA 16639
Defendant(s)

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

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

DEC 12 2006

NO. 06-2063-C ~~test.~~

William L. Hause
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: **N/A**

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

Recording Date: **N/A**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 2905 Cambria Street a/k/a RR1 Vox 72

MUNICIPALITY/TOWNSHIP/BOROUGH: Gulich Township

COUNTY: Clearfield

DATE EXECUTED: 2/15/02

DATE RECORDED: 2/20/02 Instrument # 200202719

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

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

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

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

principal and interest when due in the amounts indicated below;

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

6. The following amounts are due on the said Mortgage as of 12/11/06:

Principal of debt due	\$51,573.57
Unpaid Interest at 8.5% from 6/1/06 to 12/11/06 (the per diem interest accruing on this debt is \$12.18 and that sum should be added each day after 12/11/06)	2,338.95
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance) (The monthly escrow on this account is \$184.00 and that sum should be added on the first of each month after 12/11/06)	474.25
Late Charges (monthly late charge of \$20.63 should be added in accordance with the terms of the note each month after 12/11/06)	113.28
Property Inspection	63.00
Prior Payment Shortage	28.53
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,578.68</u>
TOTAL	\$57,775.26

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

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

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

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$57,775.26 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

All those certain pieces, parcels or lots of ground situate in the Township of Gulich, Clearfield County, Pennsylvania, bounded and described as follows:

Parcel No. 1: BEGINNING at a post at corner of land now or late of Blair Hanna and extending thence North 63 1/2 degrees East, 20 perches to a post; thence South 28 1/2 degrees East, 32 perches to a post; thence South 63 1/2 degrees West, 20 perches to a post on line of land now or late of Blair Hanna; thence along said line, North 28 1/2 degrees West, 32 perches to the first named post and place of beginning.

EXCEPTING AND RESERVING from the above described premises those parcels previously conveyed in Deed Book 334, page 481 and Deed Book 387, page 118.

Parcel No. 2: BEGINNING at an iron pin on the southerly right of way of Pennsylvania Route No. 253 leading to Janesville at the corner of land of a prior Grantee; thence along the southern right of way line of Pennsylvania Route No. 253, North 61 degrees 45 minutes East, 18 feet to an iron pin; thence South 25 degrees 45 minutes East, 119.9 feet to a stake; thence South 59 degrees 57 minutes West, 9 feet to a stake; thence North 30 degrees 03 minutes West 120.8 feet to the point and place of beginning.

SUBJECT TO coal and mining rights, rights of way, easements, building lines, covenants, conditions, restrictions, etc., as same may appear in prior instruments of record.

BEING the same property acquired by the Mortgagor herein by deed from Joseph W. Hart, Jr., et ux., to be recorded contemporaneously with this mortgage.



October 02, 2006 VIA First Class Mail
VIA Certified Mail (return receipt requested)
Certified Number:
Reference Code: 0608

Arthur Walters

2905 Cambria Street
Fallentimber, PA 16639-0000

Loan Number: 600032262
Property Address : RR 1 Box 72, Fallentimbe, PA 16639-0000

Please see the enclosed Document

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Arthur Walters

PROPERTY ADDRESS: RR 1 Box 72,
Fallentimbe, PA 16639-0000

LOAN ACCT. NO.: 600032262

ORIGINAL LENDER: Aegis Mortgage Corporation

CURRENT LENDER/SERVICER: Aegis Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property

located at: RR 1 Box 72, , Fallentimbe, PA, 16639-0000

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 3 payments in the amount of \$ 596.47 from July 01, 2006 through October 02, 2006

Principle and Interest \$ 1,237.56

Escrow .. \$ 551.85

Total Late Charges \$ 72.02

Non-Sufficient Funds Charges .. \$ 0.00

Other Advances \$ 81.03

Interest Arrearage \$ 0.00

Non Escrow Balance \$ 0.00

Subsidy Balance (Credit) \$ 0.00

Suspense Balance (Credit) .. \$ 0.00

Non-NSF Fees \$ 0.00

Interest Reserve Balance \$ 0.00

Total Amount Due .. \$ 1,942.46

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,942.46, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:
(Do not use if not applicable.)

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

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 6 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: AEGIS MORTGAGE CORPORATION

Address: 9990 Richmond Avenue Ste 400S, Houston, TX 77043

Phone Number: 1-866-399-5857

Contact Person: Collections Department

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

ASSUMPTION OF MORTGAGE -- You may or NO may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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



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

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Arthur F. Walters

NO. 06-2063-CD

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: March 20, 2007

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED
MAR 21 2007

(6K) William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 7.00
1 Complaint reinstated
to Sheriff

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

ATTORNEY FOR PLAINTIFF

FILED NO
m110:568y
MAR 28 2007
S

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

William A. Shaw
Prothonotary/Clerk of Courts

v.
Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Complaint in Mortgage Foreclosure to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: 3/27/07

Arthur F. Walters
2905 Cambria Street
a/k/a RR1 Box 72
Fallentimber, PA 16639

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

Dated: 3/26/07

UDREN LAW OFFICES, P.C.

Mark J. Udren, Esquire
Attorney for Plaintiff

M TETI

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

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



9002 9252 0000 0000 9909 8972 9797

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

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

OFFICIAL USE	
Postage	\$.87
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.12

Postmark
Here

Send To:
Arthur F. Walters
Street, Apartment
or PO Box
City, State, ZIP
Faxon Timbers, Pa 16639

PS Form 3800, August 2006
See Reverse for Instructions

Arthur F. Walters
2905 Camonia St. aka
P.R.I. Box 70
Faxon Timbers, Pa. 16639

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

■ If a postmark on the Certified Mail recipient is desired, please present the certificate of delivery post office for postmarking. If a postmark on the Certified Mail recipient is not needed, detach and affix label with postage and mail.

■ If a postmark on the Certified Mail recipient is desired, please present the certificate of delivery post office for postmarking. If a postmark on the Certified Mail recipient is not needed, detach and affix label with postage and mail.

■ Addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

■ For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent.

■ Endorsement "Return Receipt" or "Return Receipt Required". To receive a fee waiver for a duplicate return receipt, a UPS® postmark on your Certified Mail receipt is required.

■ Endorsement "Return Receipt Required" or "Return Receipt Required". To receive a fee waiver for a duplicate return receipt, a UPS® postmark on your Certified Mail receipt is required.

■ For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 381) to the article and add applicable postage to cover the fee.

■ Certified Mail recipient is not available for First-Class Mail® or Priority Mail. For delivery, to obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 381) to the article and add applicable postage to cover the fee.

■ NO INSURANCE COVERAGE IS PROVIDED WITH CERTIFIED MAIL. For valuable items, please consider insured or Registered Mail.

■ Certified Mail is not available for any class of International mail.

■ A mailing receipt may ONLY be combined with First-Class Mail® or Priority Mail.

■ A unique identifier for your mailpiece.

■ A record of delivery kept by the Postal Service for two years.

■ Certified Mail provides:

Certified Mail provides:

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Orinus F. Walters
9005 Comsia St.
Oklahoma City, OK
73102-7679

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

If YES, enter delivery address below:

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number
(Transfer from service label) 7006 2150 0000 608 7679

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
9990 Richmond
Houston, TX 77042
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Arthur F. Walters
2905 Cambria Street
Fallentimber, PA 16639
Defendant(s)

NO. 06-2063-CD

PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

Kindly file the attached Proof of Publication with regard to
the captioned matter.

UDREN LAW OFFICES, P.C.

BY


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

DATE: May 4, 2007

FILED NOCC
MAY 07 2007
W.A. Shaw
Prothonotary/Clerk of Courts

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116881

37-1191, Ext. 228,
54-7188
akelumber.com

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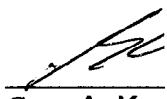
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

NO. 06-2063-CD
NOTICE OF ACTION IN MORTGAGE
FORECLOSURE

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

On this 20th day of April AD 2007, before me, the subscriber in and for said County and State, personally appeared Knaresboro editor of the Clearfield County Legal Journal of Clearfield County, and that the annexed is a true copy of the advertisement published in said publication in the regular issue of April 20, 2007, Vol. 19 No. 16. And that all of the allegations to the time, place, and character of the publication are true.



Gary A. Knaresboro
Editor

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

Sharon J. Pusey
Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., PLAINTIFF vs.
ARTHUR F. WALTERS, DEFENDANT
TO: ARTHUR F. WALTERS, Defendant,
whose last known address is 2905 Cambria
Street, Fallentimber, PA 16639 a/k/a RR 1,
Box 72, Fallentimber, PA 16639.

COMPLAINT IN MORTGAGE FORECLOSURE

You are hereby notified that Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Clearfield County, Pennsylvania, docketed to 06-2063-CD, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 2905 Cambria Street, Fallentimber, PA 16639 a/k/a RR 1, Box 72, Fallentimber, PA 16639, whereupon your property would be sold by the Sheriff of Clearfield County.

NOTICE

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

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

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

LAWYER REFERRAL SERVICE, David S. Meholic, Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830. 814.765.2641x5982.

Mark J. Udren, Attorney for Plaintiff, Udren Law Offices, P.C., 111 Woodcrest Rd., Ste. 200, Cherry Hill, NJ 08003 856.482.6900.

William J. Mansfield Inc
The Woods, Suite 1209
998 Old Eagle School Road
Wayne PA 19087-1805

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102585
NO: 06-2063-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
vs.
DEFENDANT: ARTHUR F. WALTERS

SHERIFF RETURN

NOW, March 23, 2007 AT 11:28 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 2905 CAMBRIA ST. aka RR#1 BOX 72, FALLENTIMBER, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DAVIS / MORGILLO

FILED
013-15761
JUL 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102585
NO: 06-2063-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
vs.
DEFENDANT: ARTHUR F. WALTERS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	85363	10.00
SHERIFF HAWKINS	UDREN	85363	36.16

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
9990 Richmond
Houston, TX 77042
Plaintiff

v.

Arthur F. Walters
2905 Cambria Street
a/k/a RR1 Box 72
Fallentimber, PA 16639
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

NO. 06-2063-CD

FILED
JUL 18 2007 Atty pd.
20.00

William A. Shaw Notice to Def.
Prothonotary/Clerk of Courts

Statement to

Atty
GK

PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Arthur F. Walters** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$57,775.26
Interest Per Complaint	2,643.06
From 12/12/06 to 7/16/07	
Late charges per Complaint	165.04
From 12/12/06 to 7/16/07	
Escrow payment per Complaint	<u>1,288.00</u>
From 12/12/06 to 7/16/07	
 TOTAL	 <u>\$61,871.36</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: July 18, 2007

PRO PROTHY

William A. Shaw

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems,
Inc.

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

TO: Arthur F. Walters
2905 Cambria Street
a/k/a RR 1, Box 72
Fallentimber, PA 16639

DATE of Notice: May 4, 2007

IMPORTANT NOTICE

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

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

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

Arthur F. Walters
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE
NO. 06-2063-CD

AFFIDAVIT OF NON-MILITARY SERVICE

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

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

Defendant: Arthur F. Walters
Age: Over 18
Residence: As captioned above
Employment: Unknown

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

Sworn to and subscribed
before me this 16th day
of July, 2007.


Notary Public

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

TO: Arthur F. Walters
2905 Cambria Street
a/k/a RR1 Box 72
Fallentimber, PA 16639

NOTICE

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

Prothonotary

Willie L. Shan 7/18/07
SA

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

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

COPY

Mortgage Electronic Registration Systems, Inc.
Plaintiff(s)

No.: 2006-02063-CD

Real Debt: \$61,871.36

Atty's Comm: \$

Vs.

Costs: \$

Arthur F. Walters
Defendant(s)

Entry: \$20.00

Instrument: Statement of Judgment

Date of Entry: July 18, 2007

Expires: July 18, 2012

Certified from the record this 18th day of July, 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

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$61,871.36

Interest From 7/17/07
to Date of Sale
Ongoing Per Diem of \$12.18
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 130.00

Prothonotary costs

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED *Att'd 20.00*
7/18/07
JUL 18 2007 ICC & 6 units

William A. Shaw *w/prop desc.*
Prothonotary/Clerk of Courts
to Sheriff

(6K)

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

C E R T I F I C A T E

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

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

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

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-2063-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Mortgage Electronic Registration Systems, Inc., Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 2905 Cambria Street a/k/a RR1 Box 72, Fallentimber, PA 16639

1. Name and address of Owner(s) or reputed Owner(s):
Name _____ Address _____

SAME AS #1 ABOVE

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

Name _____ Address _____

None

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

Name _____ Address _____

Mortgage Electronic 9990 Richmond
Registration Systems, Inc. Houston, TX 77042

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

Name _____ Address _____

None

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

Name _____ Address _____

Real Estate Tax Dept. 1 North Second Street, Suite 116
Cleafield, PA 16830

Domestic Relations Section 1 North Second Street, Suite 116
Clearfield, PA 16830

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

Name _____ Address _____

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

DATED: July 16, 2007

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQ.
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

MORTGAGE FORECLOSURE

Arthur F. Walters
Defendant(s)

NO. 06-2063-CD

COPY

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: 2905 Cambria Street a/k/a RR1 Box 72
Fallentimber, PA 16639
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$61,871.36

Interest From 7/17/07 _____
to Date of Sale _____
Ongoing Per Diem of \$12.18
to actual date of sale including if sale is 132.00 Prothonotary costs
held at a later date

(Costs to be added) \$ _____

By Willie A. Bland Prothonotary
Clerk

Date 7/18/07

COURT OF COMMON PLEAS
NO. 06-2063-CD

Mortgage Electronic Registration Systems, Inc.
vs.
Arthur F. Walters

WRIT OF EXECUTION

REAL DEBT \$ 61,871.36

INTEREST \$ _____

from 7/17/07 _____

to Date of Sale _____

Ongoing Per Diem of \$12.18

to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ 132.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

2905 Cambria Street

a/k/a RR1 Box 72

Fallentimber, PA 16639

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

pleadings@udren.com

All those certain pieces, parcels or lots of ground situate in the Township of Gulich, Clearfield County, Pennsylvania, bounded and described as follows:

Parcel No. 1: BEGINNING at a post at corner of land now or late of Blair Hanna and extending thence North 63 1/2 degrees East, 20 perches to a post; thence South 28 1/2 degrees East, 32 perches to a post; thence South 63 1/2 degrees West, 20 perches to a post on line of land now or late of Blair Hanna; thence along said line, North 28 1/2 degrees West, 32 perches to the first named post and place of beginning.

EXCEPTING AND RESERVING from the above described premises those parcels previously conveyed in Deed Book 334, page 481 and Deed Book 387, page 118.

Parcel No. 2: BEGINNING at an iron pin on the southerly right of way of Pennsylvania Route No. 253 leading to Janesville at the corner of land of a prior Grantee; thence along the southern right of way line of Pennsylvania Route No. 253, North 61 degrees 45 minutes East, 18 feet to an iron pin; thence South 25 degrees 45 minutes East, 119.9 feet to a stake; thence South 59 degrees 57 minutes West, 9 feet to a stake; thence North 30 degrees 03 minutes West 120.8 feet to the point and place of beginning.

SUBJECT TO coal and mining rights, rights of way, easements, building lines, covenants, conditions, restrictions, etc., as same may appear in prior instruments of record.

BEING the same property acquired by the Mortgagor herein by deed from Joseph W. Hart, Jr., et ux., to be recorded contemporaneously with this mortgage.

BEING KNOWN AS: 2905 CAMBRIA STREET A/K/A RR1 BOX 72
FALLENTIMBER, PA 16639

PROPERTY ID NO.: 118-L17-616-00003

TITLE TO SAID PREMISES IS VESTED IN ARTHUR F. WALTERS BY DEED FROM JOSEPH W. HART, JR. AND CAROL L. HART, HUSBAND AND WIFE DATED 2/15/02 RECORDED 2/20/02 IN INSTRUMENT NO. 200202718.

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

Mortgage Electronic
Registration Systems, Inc.
9990 Richmond
Houston, TX 77042

Plaintiff

v.

Arthur F. Walters
2905 Cambria Street a/k/a RR1
Box 72
Fallentimber, PA 16639

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 06-2063-CD

FILED NO
M/11/08/2007
SEP 12 2007
CLERK

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Notice of Sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: August 23, 2007

Arthur F. Walters
2905 Cambria Street a/k/a RR1 Box 72
Fallentimber, PA 16639

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: September 7, 2007

UDREN LAW OFFICES, P.C.

Mark J. Udren, Esquire

Name and Address Of Sender		UDREN LAW OFFICES, P.C. 11 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003		ATTN: Angelina L. Cruz		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified										<input type="checkbox"/> Return Receipt for <input type="checkbox"/> Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		<input type="checkbox"/> Check appropriate block for <input type="checkbox"/> Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Postmark and Date of Receipt			
Line	Article Number	Name of Addressee, Street, and Post Office Address		Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insure d Value	Due If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks									
1		ARTHUR F. WALTERS 2905 CAMBRIA STREET AKA RR 1 BOX 72 FALLENBIMBER, PA 16639																					
2																							
3																							
4																							
5																							
6																							
7																							
8																							
9																							
10																							
11																							
12																							
13																							
14																							
15																							
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail; sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.																			

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

Arthur F. Walters; #06110188 (Clearfield)

10/5/07

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

MORTGAGE ELECTRONIC REGISTRATION *
SYSTEMS, INC., *

Plaintiff *

vs. *

NO. 06-2063-CD *

ARTHUR F. WALTERS,
Defendant *

ORDER

NOW, this 12th day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **ARTHUR F. WALTERS** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 2905 Cambria Street a/k/a RR 1, Box 72, Fallentimber, PA 16639;
3. By certified mail, return receipt requested, 2905 Cambria Street a/k/a RR 1, Box 72, Fallentimber, PA 16639; and
4. By posting the mortgaged premises known in this herein action as 2905 Cambria Street a/k/a RR 1, Box 72, Fallentimber, PA 16639.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

I hereby certify this to be a true BY THE COURT,
and attested copy of the original/s/ Fredric J Ammerman
statement filed in this case.

MAR 13 2007

FREDRIC J. AMMERMAN
President Judge

Attest.

William J. Ammerman
Prothonotary/
Clerk of Courts

SENDER: COMPLETE THIS SECTION

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

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

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

1. Article Addressed to:

ARTHUR F. WALTERS
 2905 CAMBRIA STREET AKA RR 1 BOX 72
 FALLENIMBIE, PA 16839

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

1. Article Number **7007 0710 0004 8147 0455**
 Transfer from son

Certified Mail Provides:

■ A mailing receipt for your mailpiece

■ A unique identifier for your mailpiece

■ A record of delivery kept by the Postal Service for two years

■ Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®

■ Certified Mail is not available for any class of International mail.

■ Certified Mail is covered by the Postal Service for two years

■ Reliable, to obtain Return Receipt, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Enclose a self-addressed envelope, a USPS® postmark on your Certified Mail receipt, to obtain Return Receipt. To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.

■ For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Enclose a self-addressed envelope, a USPS® postmark on your Certified Mail receipt, to obtain Return Receipt. To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.

■ Addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsee's name and address.

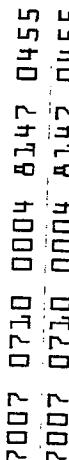
■ If a postmark is not needed, detach and affix label with postage and mail.

■ If a postmark on the Certified Mail receipt is desired, please present the article to the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

TO: Arthur F. Walters
2905 Cambria Street
a/k/a RR1 Box 72
Fallentimber, PA 16639

NOTICE OF SHERIFF'S SALE

UDREN LAW OFFICES, P.C.
WOODCLIFF CORP. CORATE CENTER
11 WOODCLIFF ROAD
WOODCLIFF LAKE, NJ 07654



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 21
Certified Fee	265
Return Receipt Fee (Endorsement Required)	215
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 521
Postmark Here	
Sent To	
ARTHUR F. WALTERS 2905 CAMBRIA STREET AKA RR 1 BOX 72 FALLENTIMBER, PA 16639	
Street, Apt. No.; or PO Box No. City, State, ZIP+4	



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20623
NO: 06-2063-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
VS.
DEFENDANT: ARTHUR F. WALTERS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/18/2007

LEVY TAKEN 8/6/2007 @ 9:35 AM

POSTED 8/6/2007 @ 9:35 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/21/2008

DATE DEED FILED NOT SOLD

FILED
09:05 am
JAN 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

8/6/2007 @ 9:35 AM SERVED ARTHUR F. WALTERS

SERVED ARTHUR F. WALTERS, DEFENDANT, AT HIS RESIDENCE 2905 CAMBRIA STREET, FALLENTIMBER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ERNEST WALTERS, BROTHER OF DEFENDANT/ADULT AT RESIDENCE.

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, OCTOBER 1, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR OCTOBER 5, 2007 TO NOVEMBER 2, 2007.

@ SERVED

NOW, OCTOBER 8, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 2, 2007, DUE TO A LOAN MODIFICATION.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20623
NO: 06-2063-CD

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
vs.
DEFENDANT: ARTHUR F. WALTERS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$224.24

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
by Arthur Bitter, Deputy
Chester A. Hawkins
Sheriff

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

ATTORNEY FOR PLAINTIFF

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

v.

Arthur F. Walters
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-2063-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,
you are directed to levy upon and sell the following described
property: 2905 Cambria Street a/k/a RR1 Box 72
Fallentimber, PA 16639
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$61,871.36

Interest From 7/17/07

to Date of Sale _____

Ongoing Per Diem of \$12.18

to actual date of sale including if sale is 132.00
held at a later date

Prothonotary costs

(Costs to be added) \$ _____

By _____

Willie A. Haefner
Prothonotary

Clerk

Date 7/18/07

Received this writ this 18th day
of July A.D. 2007
At 3:00 A.M./P.M.

Chesler A. Haefner
Sheriff *Sgt. Antonio Butler-Coughland*

COURT OF COMMON PLEAS
NO. 06-2063-CD

=====

Mortgage Electronic Registration Systems, Inc.
vs.
Arthur F. Walters

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 61,871.36

INTEREST \$ _____

from 7/17/07

to Date of Sale _____

Ongoing Per Diem of \$12.18

to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ 132.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

2905 Cambria Street

a/k/a RR1 Box 72

Fallentimber, PA 16639

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

pleadings@udren.com

YTB _____ 10/10/2011, Revision 1

All those certain pieces, parcels or lots of ground situate in the Township of Gulich, Clearfield County, Pennsylvania, bounded and described as follows:

Parcel No. 1: BEGINNING at a post at corner of land now or late of Blair Hanna and extending thence North 63 1/2 degrees East, 20 perches to a post; thence South 28 1/2 degrees East, 32 perches to a post; thence South 63 1/2 degrees West, 20 perches to a post on line of land now or late of Blair Hanna; thence along said line, North 28 1/2 degrees West, 32 perches to the first named post and place of beginning.

EXCEPTING AND RESERVING from the above described premises those parcels previously conveyed in Deed Book 334, page 481 and Deed Book 387, page 118.

Parcel No. 2: BEGINNING at an iron pin on the southerly right of way of Pennsylvania Route No. 253 leading to Janesville at the corner of land of a prior Grantee; thence along the southern right of way line of Pennsylvania Route No. 253, North 61 degrees 45 minutes East, 18 feet to an iron pin; thence South 25 degrees 45 minutes East, 119.9 feet to a stake; thence South 59 degrees 57 minutes West, 9 feet to a stake; thence North 30 degrees 03 minutes West 120.8 feet to the point and place of beginning.

SUBJECT TO coal and mining rights, rights of way, easements, building lines, covenants, conditions, restrictions, etc., as same may appear in prior instruments of record.

BEING the same property acquired by the Mortgagor herein by deed from Joseph W. Hart, Jr., et ux., to be recorded contemporaneously with this mortgage.

BEING KNOWN AS: 2905 CAMBRIA STREET A/K/A RR1 BOX 72
FALLENTIMBER, PA 16639

PROPERTY ID NO.: 118-L17-616-00003

TITLE TO SAID PREMISES IS VESTED IN ARTHUR F. WALTERS BY DEED FROM JOSEPH W. HART, JR. AND CAROL L. HART, HUSBAND AND WIFE DATED 2/15/02 RECORDED 2/20/02 IN INSTRUMENT NO. 200202718.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ARTHUR F. WALTERS NO. 06-2063-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 Arthur F. Walters to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	27.16
LEVY	15.00
MILEAGE	27.16
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$224.24

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	61,871.36
INTEREST @ 12.1800	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$61,891.36
COSTS:	
ADVERTISING	443.14
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	224.24
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$979.38

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

CHESTER A. HAWKINS, Sheriff

UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620

856.669.5400

FAX: 856.669.5399

MARK J. UDREN*
STUART WINNEG**
GAYL SPIVAK ORLOFF***
HEIDI R. SPIVAK***
MARISA JOY COHEN***
LORRAINE DOYLE**
ALAN M. MINATO***
*ADMITTED N.J. & N.Y.
**ADMITTED PA
***ADMITTED N.J. & PA
TINA MARIE RICH
OFFICE ADMINISTRATOR

PENNSYLVANIA OFFICE
215-568-9500

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

October 1, 2007

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street
Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: Mortgage Electronic Registration Systems, Inc.
vs.
Arthur F. Walters
Clearfield County C.C.P. No. 06-2063-CD
Premises: 2905 Cambria Street a/k/a RR1 Box 72
Fallentimber, PA 16639
SS Date: October 5, 2007

Dear Cindy:

Please Postpone the Sheriff's Sale scheduled for October 5, 2007
to November 2, 2007.

Sale is Postponed for the following reason:

To allow time for service of the Notice of Sale to be completed.

Thank you for your attention to this matter.

Sincerely yours,

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

/ads

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NEW JERSEY 08003-3620

856. 669. 5400

FAX: 856. 669. 5399

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

PENNSYLVANIA OFFICE
215-568-0500

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

October 4, 2007

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office
1 North Second Street
Suite 116
Clearfield, PA 16830
ATTN: Cindy

Re: Mortgage Electronic Registration Systems, Inc.
vs.
Arthur F. Walters
Clearfield County C.C.P. No. 06-2063-CD
Premises: 2905 Cambria Street a/k/a RR1 Box 72
Fallentimber, PA 16639
SS Date: November 2, 2007

Dear Cindy:

Please stay the Sheriff's Sale scheduled for November 2, 2007.

Sale is stayed for the following reason:

Due to loan modification. No monies collected.

Thank you for your attention to this matter.

Sincerely yours,


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

ads

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

ATTORNEY FOR PLAINTIFF

FILED

MAR 03 2008

12:05 PM
William A. Shaw
Prothonotary/Clerk of Courts

1 clear to Attn

Mortgage Electronic
Registration Systems, Inc.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Arthur F. Walters
Defendant

NO. 06-2063-CD

PRAECIPE TO WITHDRAW JUDGMENT AND DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above captioned matter JUDGMENT
WITHDRAWN and ACTION DISCONTINUED WITHOUT PREJUDICE, upon payment
of your costs only.

DATED: January 31, 2008

UDREN LAW OFFICES, P.C.

BY: Mark J. Udren
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE