

07-1341-CD

ABN Amro Mort. Vs A. Batcho al

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 160134

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 07-1341-CD

CLEARFIELD COUNTY

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FILED Aug pd. 85.00
m/2/16/07
AUG 20 2007 2cc Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after 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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

2. The name(s) and last known address(es) of the Defendant(s) are:

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 09/24/1999 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 199916228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$31,696.18
Interest	\$860.41
04/01/2007 through 08/17/2007 (Per Diem \$6.19)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$113.90
09/24/1999 to 08/17/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$34,470.49
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$34,470.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,470.49, together with interest from 08/17/2007 at the rate of \$6.19 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 
/s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those pieces or parcels of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith; thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, fifty (50) feet to a post; thence North fifty-eight (58) degrees West one hundred fifty (150) feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December, 1895; thence South fifty-eight (58) degrees East along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, South thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot, South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear Tax Parcel I. D. No. 6-2-19-293-19.

BEING the same premises conveyed to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, from Andrew G. Batcho and Linda L. Batcho, husband and wife, and Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated December 6, 1996, said deed being recorded at Clearfield County in Volume 1808, Page 531.

PREMISES BEING: 425 LOCUST STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

FILED *no cc*
m/11:26/01
NOV 26 2001

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

One Penn Center at Suburban Station

1617 J.F.K. Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ABN AMRO Mortgage Group, Inc.

7159 Corklan Drive

Jacksonville, FL 32258-4455

Plaintiff

vs.

Andrew G. Batcho, Jr.

Kerrie A. Batcho

123 Ridge Avenue

Curwensville, PA 16833

Defendants

ATTORNEY FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

No. 07-1341-CD

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Direct Sheriff to File

Affidavit of Service and Brief in Support thereof were served upon the following interested

parties via first class mail on the date indicated below:

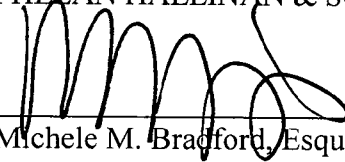
Chester A. Hawkins
Sheriff of Clearfield County
230 East Market Street
Clearfield, Pennsylvania 16830

Peter F. Smith, Esquire
30 South 2nd Street
PO Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833

11/21/07
Date

PHILAN HALLINAN & SCHMIEG, LLP



Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO Mortgage Group, Inc.
7159 Corklan Drive
Jacksonville, FL 32258-4455
Plaintiff

vs.

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833
Defendants

Court of Common Pleas

Civil Division

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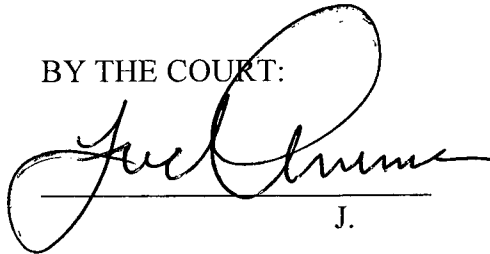
No. 07-1341-CD

ORDER

AND NOW, this 26 day of November, 2007, upon consideration of Plaintiff's Motion to Direct Sheriff to File Affidavit of Service, and any response thereto, it is hereby:

ORDERED and DECREED that the Sheriff of Clearfield County is hereby directed to complete and file an Affidavit of Service of the foreclosure Complaint within seven days of the date of this Order.

BY THE COURT:


J.

FILED 2cc Atty Bradford
01/10:04 AM
NOV 27 2007
William A. Shaw
Prothonotary/Clerk of Courts
icc sheriff
(without memo)

FILED ^{no cc}
NOV 26 2007
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

One Penn Center at Suburban Station

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(215) 563-7000

ABN AMRO Mortgage Group, Inc.

7159 Corklan Drive

Jacksonville, FL 32258-4455

Plaintiff

vs.

Andrew G. Batcho, Jr.

Kerrie A. Batcho

123 Ridge Avenue

Curwensville, PA 16833

Defendants

ATTORNEY FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

No. 07-1341-CD

MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on August 20, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".
2. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendants.
3. On October 16, 2007, the Sheriff's office verbally advised counsel for Plaintiff that Kerrie Batcho accepted service on behalf of herself and Andrew Batcho, Jr. on September 12, 2007.

4. On October 16, 2007, Plaintiff sent the Defendants a ten day letter notifying them of its intention to file a default judgment.

5. To date, the Clearfield County Sheriff's Office has not filed the Affidavit of Service, which was made on September 12, 2007.

6. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's office files the Affidavit of Service of the Complaint with the Prothonotary. Interest accrues at the rate of \$6.19 per day on this mortgage account.

7. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the Affidavit of Service of the Complaint with the Prothonotary within seven days.

Date

11/21/07



Michele M. Bradford, Esquire
Attorney for Plaintiff

EXHIBIT A

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
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(215) 563-7000

160134

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff

v.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 071341-CD

CLEARFIELD COUNTY

ATTORNEY FILE COPY
PLEASE RETURN

We hereby certify the
within to be a true and
correct copy of the
original filed of record

FILED
2006
AUG 20 2007
William A. Shaw
Prothonotary/Clerk of Courts

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FOLLOWING FIRST CONTACT WITH YOU BEFORE
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THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

2. The name(s) and last known address(es) of the Defendant(s) are:

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 09/24/1999 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 199916228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$31,696.18
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04/01/2007 through 08/17/2007 (Per Diem \$6.19)	
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Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$34,470.49
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$34,470.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,470.49, together with interest from 08/17/2007 at the rate of \$6.19 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP



By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those pieces or parcels of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith; thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, fifty (50) feet to a post; thence North fifty-eight (58) degrees West one hundred fifty (150) feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December, 1895; thence South fifty-eight (58) degrees East along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, South thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot, South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear Tax Parcel I. D. No. 6-2-19-293-19.

BEING the same premises conveyed to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, from Andrew G. Batcho and Linda L. Batcho, husband and wife, and Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated December 6, 1996, said deed being recorded at Clearfield County in Volume 1808, Page 531.

PREMISES BEING: 425 LOCUST STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written in black ink.

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

VERIFICATION

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Motion to Direct Sheriff to file Affidavit of Service and Brief in support thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date

11/21/07

PHELAN HALLINAN & SCHMIEG, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113
NO: 07-1341-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.
vs.
DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

SHERIFF RETURN

NOW, September 12, 2007 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANDREW G. BATCHO JR. DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRIE BATCHO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

FILED

0/2:30 LM
NOV 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket # **103113**

ABN AMRO MORTGAGE GROUP, INC.

Case # 07-1341-CD

vs.

ANDREW G. BATCHO JR. and KERRIE A. BATCHO

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW November 28, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ANDREW G. BATCHO JR., DEFENDANT. 425 LOCUST ST., CURWENSVILLE "OCCUPIED" BY TENANTS.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 4 Services

Sheriff Docket # **103113**

ABN AMRO MORTGAGE GROUP, INC.

Case # 07-1341-CD

VS.

ANDREW G. BATCHO JR. and KERRIE A. BATCHO

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW November 28, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KERRIE A. BATCHO, DEFENDANT. 425 LOCUST ST., CURWENSVILLE "OCCUPIED" BY TENANTS.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113
NO: 07-1341-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.
vs.
DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

SHERIFF RETURN

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SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113
NO: 07-1341-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.
vs.
DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

SHERIFF RETURN

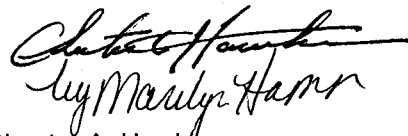
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	621142	40.00
SHERIFF HAWKINS	PHELAN	621142	45.64

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

160134

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff

v.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 07-1341-CD

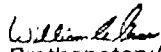
CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

AUG 20 2007

Attest.


Prothonotary/
Clerk of Courts

**We hereby certify the
within to be a true and
correct copy of the
original filed of record**



NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after 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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

2. The name(s) and last known address(es) of the Defendant(s) are:

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 09/24/1999 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 199916228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$31,696.18
Interest	\$860.41
04/01/2007 through 08/17/2007 (Per Diem \$6.19)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$113.90
09/24/1999 to 08/17/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$34,470.49
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$34,470.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,470.49, together with interest from 08/17/2007 at the rate of \$6.19 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP


By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those pieces or parcels of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith; thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, fifty (50) feet to a post; thence North fifty-eight (58) degrees West one hundred fifty (150) feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December, 1895; thence South fifty-eight (58) degrees East along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, South thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot, South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear Tax Parcel I. D. No. 6-2-19-293-19.

BEING the same premises conveyed to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, from Andrew G. Batcho and Linda L. Batcho, husband and wife, and Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated December 6, 1996, said deed being recorded at Clearfield County in Volume 1808, Page 531.

PREMISES BEING: 425 LOCUST STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written in black ink.

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 _____ 160134

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff

v.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 07-1341-CD

CLEARFIELD COUNTY

ATTORNEY FILE COPY
PLEASE RETURN

We hereby certify the
within to be a true and
correct copy of the
original filed as of record

FILED
AUG 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

160134

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

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ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

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PHELAN HALLINAN & SCHMIEG, LLP



By: /s/Francis S. Hallinan
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DANIEL G. SCHMIEG, ESQUIRE
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Attorneys for Plaintiff

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PREMISES BEING: 425 LOCUST STREET

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Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

FILED

DEC 05 2007

PA/11:40/W
William A. Shaw
Prothonotary/Clerk of Courts

(SK)

1 cert to Att

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Attorney ID No. 69849

One Penn Center at Suburban Station

1617 J.F.K. Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ABN AMRO Mortgage Group, Inc.

7159 Corklan Drive

Jacksonville, FL 32258-4455

Plaintiff

vs.

Andrew G. Batcho, Jr.

Kerrie A. Batcho

123 Ridge Avenue

Curwensville, PA 16833

Defendants

ATTORNEY FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

No. 07-1341-CD

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Order granting Motion to Direct Sheriff to File Affidavit of Service were served upon the following interested parties via first class mail on the date indicated below:

Chester A. Hawkins
Sheriff of Clearfield County
230 East Market Street
Clearfield, Pennsylvania 16830

Peter F. Smith, Esquire
30 S. 2nd Street,
PO Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833

12/3/07
Date

PHELAN HALLINAN & SCHMIEG, LLP

Michele M. Bradford
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG
Identification No. 62205
One Penn Center at Suburban Station - Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000
Attorney for Plaintiff

FILED ICC Notice
DEC 27 2007 to Def.
Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts Atty pd 20.00

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 07-1341-CD


PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **ANDREW G. BATCHO, JR. and**
KERRIE A. BATCHO, Defendant(s) 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:

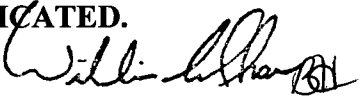
As set forth in the Complaint	\$ 34,470.49
Interest - 08/18/07 TO 12/26/07	\$810.89
TOTAL	<u>\$ 35,281.38</u>

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 12/27/07


PRO PROTHY

PHELAN HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-1341-CD

Vs.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

Defendants

FILE COPY

TO: ANDREW G. BATCHO, JR.
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

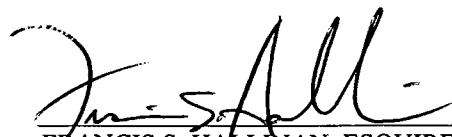
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

: CLEARFIELD COUNTY

: NO. 07-1341-CD

TO: KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

FILE COPY

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

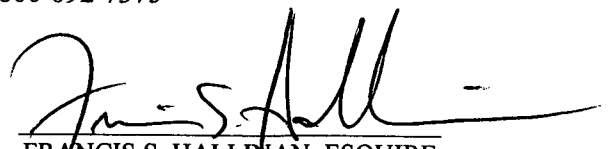
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

(215) 563-7000

[illegible]

NO. 07-1341-CD

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

COPY

This firm is a debt collector attempting to collect a debt. Any information we obtain will be used for that purpose. If you have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

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

COPY

ABN Amro Mortgage Group, Inc.
Plaintiff(s)

No.: 2007-01341-CD

Real Debt: \$35,281.38

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Andrew G. Batcho, Jr.
Kerrie A. Batcho
Defendant(s)

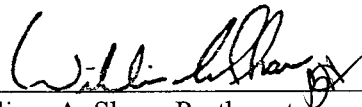
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: December 27, 2007

Expires: December 27, 2012

Certified from the record this 27th day of December, 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

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

ABN AMRO MORTGAGE GROUP,
INC.

vs.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-1341-CD Term 20.....

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due	\$35,281.38
Interest from 12/27/07 to Sale	\$ _____
Per diem \$5.80	
Add'l Costs	\$3,082.50
Writ Total	\$ _____

Prothonotary costs

\$25.00

Daniel D. Schreyer

Attorney for the Plaintiff(s)

Note: Please attach description of Property.

160134

FILED *Att'y pd. 20.00*
on 11:04 AM
DEC 27 2007 *1cc & Lewrits*
William A. Shaw
Prothonotary/Clerk of Courts *w/ prop desc. to Sheriff*

No. 07-1341-CD..... Term 20A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

vs.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Daniel S. Hiney
Attorney for Plaintiff(s)

Address: ANDREW G. BATCHO, JR. KERRIE A. BATCHO
123 RIDGE AVENUE 123 RIDGE AVENUE
CURWENSVILLE, PA 16833 CURWENSVILLE, PA 16833

FILED

DEC 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

Defendant(s).

:
:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 07-1341-CD
:
:
:
:
:

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)**

ABN AMRO MORTGAGE GROUP, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **425 LOCUST STREET, CURWENSVILLE, PA 16833.**

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

ANDREW G. BATCHO, JR.	123 RIDGE AVENUE CURWENSVILLE, PA 16833
--------------------------	--

KERRIE A. BATCHO	123 RIDGE AVENUE CURWENSVILLE, PA 16833
------------------	--

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

Same as Above

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

12/26/07
Date



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 07-1341-CD

AFFIDAVIT PURSUANT TO RULE 3129

ABN AMRO MORTGAGE GROUP, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **425 LOCUST STREET, CURWENSVILLE, PA 16833**.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
Commonwealth of Pennsylvania Department of Revenue	Dept. 280948, Harrisburg, PA 17128-0948
Clearfield Bank and Trust Company	11 North 2nd Street, PO Box 171, Clearfield, PA 16830
Clearfield Bank and Trust Company	C/O Joel M. Helmrich, Esq., 1300 Oliver Building, Pittsburgh, PA. 15222
Discover Bank	3311 Mill Meadow Drive, Hillard, OH 43026
Hudson and Keyse, LLC	107 North Commerce Way, Bethlehem, PA 18017
Onyx Investment, LLC, on behalf of Eagle Credit Resources, LLC	8321 East 61st Street, Suite 108, Tulsa, OK 74133
LVNV Funding, LLC	2417 Welsh Road, Ste. 520, Suite 21, Philadelphia, PA 19114
Remit Corporation Assignee of Unifund CCR	36 West Main Street, PO Box 7, Bloomsburg, PA 17815

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

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

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

TENANT/OCCUPANT

425 LOCUST STREET
CURWENSVILLE, PA 16833

DOMESTIC RELATIONS
CLEARFIELD COUNTY

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

COMMONWEALTH OF
PENNSYLVANIA

DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

6th Floor, Strawberry Sq., Dept 28061
Harrisburg, PA 17128

Internal Revenue Service
Federated Investors Tower

13TH Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

Department of Public Welfare
TPL Casualty Unit
Estate Recovery Program

P.O. Box 8486
Willow Oak Building
Harrisburg, PA 17105

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

12/26/07

Date



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

COPY

ABN AMRO MORTGAGE GROUP,
INC.

vs.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 07-1341-CD Term 20

No. Term 20

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: 425 LOCUST STREET, CURWENSVILLE, PA 16833
(See Legal Description attached)

Amount Due	\$35,281.38
Interest from 12/27/07 to Sale	\$ _____
Per diem \$5.80	
Add'l Costs	\$3,082.50
Writ Total	

Prothonotary costs \$ 125.00
William L. Shaw

(Clerk) Office of the Prothy Support, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 12/27/07
(SEAL)

No. 07-1341-CD..... Term 20A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

vs.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$35,281.38

Int. from 12/27/07

To Date of Sale (\$5.80 per diem)

Costs

Prothy Pd. 125.00

Sheriff

David D. Schumaker

Attorney for Plaintiff(s)

Address: ANDREW G. BATCHO, JR. KERRIE A. BATCHO
123 RIDGE AVENUE 123 RIDGE AVENUE
CURWENSVILLE, PA 16833 CURWENSVILLE, PA 16833

LEGAL DESCRIPTION

ALL those pieces or parcels of land, situate, lying and being in the borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith, thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, Fifty (50) feet to a post; thence North fifty eight (58) degrees West one hundred fifty feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December 1895; thence South fifty-eight (58) degrees east along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, south thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear the following Tax Parcel I. D. No.: 6-2-19-293-19.

BEING the same premises which vested in Andrew G. Batcho and Andrew G. Batcho, Jr., by deed from Mid-State Bank and Trust Company, dated July 10, 1992 and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1472 at page 53 on July 10, 1992. Linda I. Batcho joins in this conveyance to extinguish any interest she may have in this property by virtue of her marriage to Andrew G. Batcho.

PARCEL IDENTIFICATION NO: 709-293-00019, CONTROL #: 006207086

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by Deed from Andrew G. Batcho and Linda L. Batcho, husband and wife and Andrew G. Batcho, Jr. and Kerrie A. Batcho, dated 12/06/1996, recorded 12/10/1996, in Deed Book 1808, page 531.

Premises being: 425 LOCUST STREET
CURWENSVILLE, PA 16833

Tax Parcel No. 6-2-I9-293-19

SALE DATE: MARCH 7, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

ABN AMRO MORTGAGE GROUP, INC.

No.: 07-1341-CD

vs.

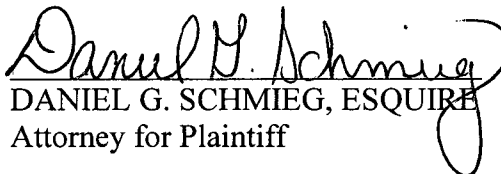
**ANDREW G. BATCHO, JR.
KERRIE A. BATCHO**

**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at:


425 LOCUST STREET, CURWENSVILLE, PA 16833.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Amended Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Date: January 30, 2008

160134

FILED *no cc*
m/10:17/301
FEB 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 07-1341-CD

AMENDED

AFFIDAVIT PURSUANT TO RULE 3129

ABN AMRO MORTGAGE GROUP, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **425 LOCUST STREET, CURWENSVILLE, PA 16833**.

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

Commonwealth of Pennsylvania
Department of Revenue

Dept. 280948, Harrisburg, PA 17128-0948

Clearfield Bank and Trust
Company

11 North 2nd Street, PO Box 171, Clearfield, PA 16830

Clearfield Bank and Trust
Company

C/O Joel M. Helmrich, Esq., 1300 Oliver Building,
Pittsburgh, PA. 15222

Discover Bank

3311 Mill Meadow Drive, Hillard, OH 43026

Hudson and Keyse, LLC

107 North Commerce Way, Bethlehem, PA 18017

Onyx Investment, LLC, on behalf of
Eagle Credit Resources, LLC

8321 East 61st Street, Suite 108, Tulsa, OK 74133

LVNV Funding, LLC

2417 Welsh Road, Ste. 520, Suite 21, Philadelphia,
PA 19114

Remit Corporation Assignee of
Unifund CCR

36 West Main Street, PO Box 7, Bloomsburg, PA 17815

Countrywide Home Loans, Inc.

1800 Tapo Canyon road, Mail Stop #SV-103
Simi Valley, CA 93063

Countrywide Home Loans, Inc.

**c/o McCabe, Weisberg and Conway, P.C.
123 South Broad Street, Suite 2080
Philadelphia, PA 19109**

**PA DEPT. OF REVENUE
BUREAU OF COMPLIANCE
CLEARANCE SUPPORT
SECTION**

**ATTN: SHERIFF SALES
DEPT. 281230
HARRISBURG, PA 17128-1230**

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

NAME

LAST KNOWN ADDRESS (If address cannot be
reasonably ascertained, please so indicate.)

**Countrywide Home Loans,
Inc.**

**1800 Tapo Canyon road, Mail Stop #SV-103
Simi Valley, CA 93063**

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

NAME

LAST KNOWN ADDRESS (If address cannot be
reasonably ascertained, please so indicate.)

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

LAST KNOWN ADDRESS (If address cannot be
reasonably ascertained, please so indicate.)

None

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

NAME

LAST KNOWN ADDRESS (If address cannot be
reasonably ascertained, please so indicate.)

TENANT/OCCUPANT

**425 LOCUST STREET
CURWENSVILLE, PA 16833**

**DOMESTIC RELATIONS
CLEARFIELD COUNTY**

**CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830**

**COMMONWEALTH OF
PENNSYLVANIA**

**DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105**

**Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division**

**6th Floor, Strawberry Sq., Dept 28061
Harrisburg, PA 17128**

**Internal Revenue Service
Federated Investors Tower**

**13TH Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222**

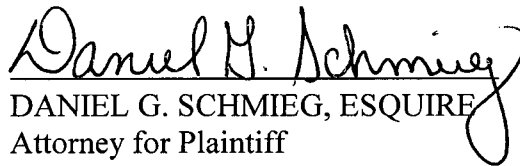
**Department of Public Welfare
TPL Casualty Unit
Estate Recovery Program**

**P.O. Box 8486
Willow Oak Building
Harrisburg, PA 17105**

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

12/26/07

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Name and Address of Sender



PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

AZK

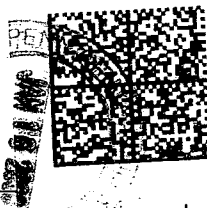
Re: **ANDREW G. BATCHO, JR.** 160134

TEAM 4

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT 425 LOCUST STREET CURWENSVILLE, PA 16833		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY, CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF WELFARE, PO BOX 2675, HARRISBURG, PA 17105		
4		Commonwealth of Pennsylvania, Bureau of Individual Tax, Inheritance Tax Division, 6 th Floor, Strawberry Sq. Dept 28061, Harrisburg, PA 17128		
5		Internal Revenue Service, Federated Investors Tower, 13 TH Floor, Suite 1300, 1001 Liberty Avenue, Pittsburgh, PA 15222		
6		Department of Public Welfare, TPL Casualty Unit, Estate Recovery Program, P.O. Box 8486, Willow Oak Building, Harrisburg, PA 17105		
7		Commonwealth of Pennsylvania Department of Revenue, Dept. 280948, Harrisburg, PA 17128-0948		
8		Clearfield Bank and Trust Company, 11 North 2nd Street, PO Box 171, Clearfield, PA 16830		
9		Discover Bank, 3311 Mill Meadow Drive, Hillard, OH 43026		
10		Hudson and Keyse, LLC, 107 North Commerce Way, Bethlehem, PA 18017		
11		Onyx Investment, LLC, on behalf of Eagle Credit Resources, LLC, 8321 East 61st Street, Suite 108, Tulsa, OK 74133		
12		LVNV Funding, LLC, 2417 Welsh Road, Ste. 520, Suite 21, Philadelphia, PA 19114		
13		Remit Corporation Assignee of Unifund CCR, 36 West Main Street, PO Box 7, Bloomsburg, PA 17815		
14		COUNTRYWIDE HOME LOANS, INC., 1800 TAPPO CANYON ROAD, MAIL STOP #SV-103, SIMI VALLEY, CA 93063		
15		Countrywide Home Loans, Inc., C/O McCabe, Weisberg, and Conway, P.C., 123 South Broad Street, Suite 2080, Philadelphia, PA 19109		
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 insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

UNITED STATES POSTAGE

 PITNEY BOWES
 \$ 05.25⁰⁰
 JAN 16 2008
 02 1M
 0004218010
 MAILED FROM ZIP CODE 19103



Name and Address of Sender

PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

LLD

Line	Article Number	Name of Addressee, Street, and Post Office Address	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	Total Number of Pieces Listed by Sender
1		Clearfield Bank and Trust Company C/O Joel M. Helmrich, Esq. 1300 Oliver Building Pittsburgh, PA. 15222			
2		PA DEPT. OF REVENUE BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION ATTN: SHERIFF SALES DEPT. 281230 HARRISBURG, PA 17128-1230			
3					
4					
5					
6					
7					
8					
9					
10					
11					
12		Re: ANDREW G. BATCHO, JR.	160134	TEAM 4/LLD	
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 insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.					



FILED *no cc*
mll:ABJ
FEB 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
Plaintiff

vs.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO

Defendants

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 07-1341-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's January 25, 2008 Rule directing the Defendants to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

DATE: 1/31/08

By: 

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.
Plaintiff

VS.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO

Defendants

: Court of Common Pleas
:
:
:
:
:
:
:
:
:

RULE

AND NOW, this 25th day of January 2008, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 19th day of February 2008, at 11:00 in the Clearfield
County Courthouse, Clearfield, Pennsylvania.
Courtroom # 1

BY THE COURT
Frederick J. Crumewann
J

160134

FILED ^{rec}
 1/10/08
 JAN 28 2008
 Amy Bradford

William A. Shaw
Prothonotary/Clerk of Courts

⑥

FILED ^{5CC}
01/11:30am ^{Lhota}
FEB 19 2008 ^{Will serve}
William A. Shaw
Prothonotary/Clerk of Courts ^(JL)

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

ABN AMRO MORTGAGE GROUP, INC.
Plaintiff

vs.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO

Defendants

: Court of Common Pleas
:
:
: Civil Division
:
: CLEARFIELD County
:
: No. 07-1341-CD
:

ORDER

AND NOW, this 19th day of February, 2008 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$31,696.18
Interest Through March 7, 2008	\$2,107.32
Per Diem \$6.19	
Late Charges	\$273.36
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,257.50
Sheriff's Sale Costs	\$0.00
Property Inspections	\$132.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

Suspense/Misc. Credits
Escrow Deficit

(\$0.00)
\$891.80

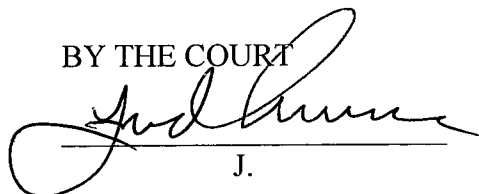
TOTAL

\$37,608.16

Plus interest from March 7, 2008 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



J.

160134

FILED No CC
m1015981
JAN 25 2008 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
Plaintiff

Court of Common Pleas

Civil Division

vs.

CLEARFIELD County

ANDREW G. BATCHO, JR
KERRIE A. BATCHO

No. 07-1341-CD

Defendants

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on August 20, 2007, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on December 27, 2007 in the amount of \$35,281.38. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on March 7, 2008.

5. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants have been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$31,696.18
Interest Through March 7, 2008	\$2,107.32
Per Diem \$6.19	
Late Charges	\$273.36
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,257.50
Sheriff's Sale Costs	\$0.00
Property Inspections	\$132.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$891.80
TOTAL	\$37,608.16

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 1/23/08

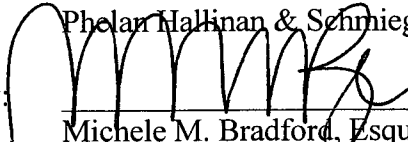
By:  Phelan Hallinan & Schmieg, LLP
Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit “A”

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 160134

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 071341-CD

CLEARFIELD COUNTY

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY
PLEASE RETURN

We hereby certify the
within to be a true and
correct copy of the
original filed in Court

FILED
2007
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after 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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

2. The name(s) and last known address(es) of the Defendant(s) are:

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 09/24/1999 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 199916228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

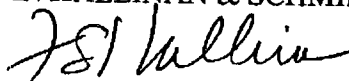
Principal Balance	\$31,696.18
Interest	\$860.41
04/01/2007 through 08/17/2007 (Per Diem \$6.19)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$113.90
09/24/1999 to 08/17/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$34,470.49
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$34,470.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,470.49, together with interest from 08/17/2007 at the rate of \$6.19 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP


By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those pieces or parcels of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith; thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, fifty (50) feet to a post; thence North fifty-eight (58) degrees West one hundred fifty (150) feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December, 1895; thence South fifty-eight (58) degrees East along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, South thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot, South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear Tax Parcel I. D. No. 6-2-19-293-19.

BEING the same premises conveyed to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, from Andrew G. Batcho and Linda L. Batcho, husband and wife, and Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated December 6, 1996, said deed being recorded at Clearfield County in Volume 1808, Page 531.

PREMISES BEING: 425 LOCUST STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

Exhibit “B”

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

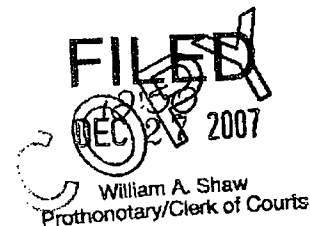
One Penn Center at Suburban Station - Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff



ABN AMRO MORTGAGE GROUP, INC.

7159 CORKLAN DRIVE

JACKSONVILLE, FL 32258-4455

Plaintiff,

v.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

123 RIDGE AVENUE

CURWENSVILLE, PA 16833

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 07-1341-CD


**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **ANDREW G. BATCHO, JR. and KERRIE A. BATCHO**, Defendant(s) 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:

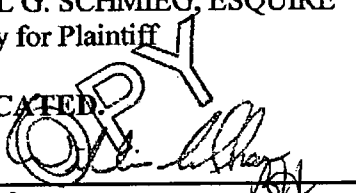
As set forth in the Complaint	\$ 34,470.49
Interest - 08/18/07 TO 12/26/07	\$810.89
TOTAL	<u>\$ 35,281.38</u>

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

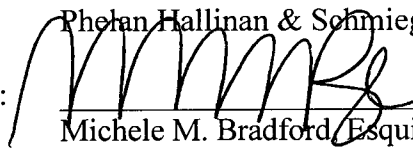
DATE: 12/27/07


PRO PROTHY

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 1/23/08

By: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

Court of Common Pleas

Civil Division

vs.

CLEARFIELD County

ANDREW G. BATCHO, JR

KERRIE A. BATCHO

No. 07-1341-CD

Defendants

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

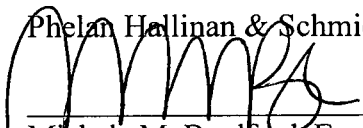
ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

DATE: 11/23/08

By:

Phelan Hallinan & Schmieg, LLP


Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

vs.

ANDREW G. BATCHO, JR

KERRIE A. BATCHO

Defendants

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No. 07-1341-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the February 19, 2008 Order was served upon the following individuals on the date indicated below.

ANDREW G. BATCHO, JR

KERRIE A. BATCHO

123 RIDGE AVE

CURWENSVILLE, PA 16833

ANDREW G. BATCHO, JR

KERRIE A. BATCHO

425 LOCUST STREET

CURWENSVILLE, PA 16833


DATE: 2/19/08

By: 

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire

Attorney for Plaintiff

FILED *no cc*
2/19/08
FEB 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

ABN AMRO MORTGAGE GROUP, INC.,
Plaintiff,

v.

ANDREW G. BATCHO, JR. and
KERRIE A. BATCHO,
Defendants.

No. 07-1341-CD

Type of Pleading: CERTIFICATE OF SERVICE

Filed on behalf of Plaintiff:
ABN AMRO MORTGAGE GROUP, INC.

Counsel of record for Plaintiff:

Michele M. Bradford, Attorney at Law
PHELAN, HALLINAN & SCHMIEG, LLP
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
Pa. I.D. #69849

Co-counsel of record for Plaintiff:

John R. Lhota, Attorney at Law
JOHN R. LHOTA, P.C.
110 North Second Street
Clearfield, PA 16830
(814) 765-9611
Pa. I.D. #22492

FILED *2cc*
013:1701
FEB 21 2008 *Atty Lhota*

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 07-1341-CD

**MOTION FOR SERVICE OF NOTICE OF SALE
PURSUANT TO SPECIAL ORDER OF COURT**

FILED *rec*
MAILED
MAR 18 2008 *Atty*
Schmieg
William A. Shaw
Prothonotary/Clerk of Courts *GD*

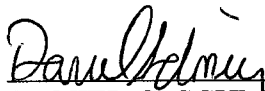
Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for an Order directing service of the Notice of Sale upon the above-captioned Defendants, **ANDREW G. BATCHO, JR.** and **KERRIE A. BATCHO**, by certified mail and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001, and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **MAY 2, 2008**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.

3. Attempts to serve Defendants with the Notice of Sale have been unsuccessful, as indicated by the Returns of Service attached hereto as Exhibit "A".
4. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendants. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001.

PHELAN HALLINAN & SCHMIEG, LLP

By: 
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

:
:
CLEARFIELD COUNTY
COURT OF COMMON PLEAS
:
:
CIVIL DIVISION
:
NO. 07-1341-CD
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PLAINTIFF'S MEMORANDUM OF LAW

Pursuant to Pennsylvania Rule of Civil Procedure, Rule 3129.2, it is necessary in a foreclosure action for the Sheriff or Process Server to serve upon the Defendants Notice of the Sale of the mortgaged premises. Specifically, Pa.R.C.P., Rule 3129.2 (c) provides in applicable part as follows:

The written notice shall be prepared by the plaintiff, shall contain the same information as the handbills or may consist of the handbill and shall be served at least thirty days before the sale on all persons whose names and addresses are set forth in the affidavit required by Rule 3129.1.

- (1) Service of the Notice shall be made:
 - (i) upon a defendant...
 - (A) by the sheriff or by a competent adult in the manner prescribed by Rule 402 (a) for the service of original process upon a defendant, or
 - (B) by the plaintiff mailing a copy of the manner prescribed by Rule 403 to the addresses set forth in the affidavit; or

- (C) if service cannot be made as provided in the subparagraph (A) or (B), the notice shall be served pursuant to special order of court as prescribed by Rule 430, except that if original process was served pursuant to a special order of court under Rule 430 upon the defendant in the judgment, the notice may be served upon that defendant in the manner provided by the order for service of original process without further application to the court.

Because the whereabouts of Defendants, ANDREW G. BATCHO, JR. and KERRIE A. BATCHO, are unknown, a reasonable investigation of their last known address was made in accordance with Pa.R.C.P. 430(a).

Pennsylvania Rule of Civil Procedure, Rule 430 (a) provides as follows:

- (a) If service cannot be made under the applicable rule the Plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

Note: A Sheriff's Return or Affidavit of Service of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa.Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records and motor vehicle records.


As indicated by the attached Affidavits of Return of Service, marked hereto as Exhibit "A", the Process Server has been unable to serve the Notice of Sale.

A good faith effort to discover the whereabouts of the Defendants has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001.

Respectfully submitted,

PHELAN HALLINAN & SCHMIEG, LLP

By: 
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

FULL SPECTRUM LEGAL SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION

File Number: 160134
Attorney Firm: Phelan, Hallinan & Schmieg, LLP
Subject: Andrew G. Batcho Jr. & Kerrie A. Batcho

Property Address: 425 Locust Street, Curwensville, PA 16833
Possible Mailing Address: (Andrew G. Batcho Jr.) 123 Ridge Avenue, Curwensville, PA 16833
(Andrew G. Batcho Jr.) P.O. Box 264, Curwensville, PA 16833
(Kerrie A. Batcho) P.O. Box 531, Aliquippa, PA 15001

I, Brendan Booth, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Andrew G. Batcho Jr. - xxx-xx-2069

Kerrie A. Batcho - xxx-xx-7532

B. EMPLOYMENT SEARCH

Andrew G. Batcho Jr. & Kerrie A. Batcho - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Andrew G. Batcho Jr. reside(s) at: P.O. Box 264, Curwensville, PA 16833 & Kerrie A. Batcho reside(s) at: 123 Ridge Avenue, Curwensville, PA 16833.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Andrew G. Batcho Jr. & Kerrie A. Batcho, however did provide a listing for Randy C. Caldwell & Christine L. Caldwell & Christine L. Holland at: 425 Locust Street, Curwensville, PA 16833. On 02-07-08 our office made several telephone calls to the phone number (814) 236-7575 and received the following information: answering machine.

B. On 02-07-08 our office made several telephone calls to the phone number (814) 236-7688 and received the following information: no answer.

III. INQUIRY OF NEIGHBORS

On 02-07-08 our office made a phone call in an attempt to contact John A. McGary & Nancy M. McGary (814) 236-0530, 429 Locust Street, Curwensville, PA 16833: spoke with an unidentified female who could not confirm that the subjects reside(s) at 425 Locust Street, Curwensville, PA 16833.

On 02-07-08 our office made several phone calls in an attempt to contact Carrie Triponey (814) 236-2728, 421 Locust Street, Apartment 303, Curwensville, PA 16833: no answer.

On 02-07-08 our office made several phone calls in an attempt to contact Cindy Warren (814) 236-3781, 421 Locust Street, Curwensville, PA 16833: answering machine.

On 02-07-08 our office made several phone calls in an attempt to contact Michael E. Timko (814) 236-0505, 111 Ridge Avenue, Curwensville, PA 16833: no answer.

On 02-07-08 our office made several phone calls in an attempt to contact Ronald Guelich (814) 236-0122, 115 Ridge Avenue, Curwensville, PA 16833: answering machine.

On 02-07-08 our office made several phone calls in an attempt to contact Roger Howell (814) 236-2799, 201 Ridge Avenue, Curwensville, PA 16833: no answer.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 02-07-08 we reviewed the National Address database and found the following information: Andrew G. Batcho Jr. - 123 Ridge Avenue, Curwensville, PA 16833 & Kerrie A. Batcho - P.O. Box 531, Aliquippa, PA 15001.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: (Andrew G. Batcho Jr.) 123 Ridge Avenue, Curwensville, PA 16833 & P.O. Box 264, Curwensville, PA 16833 and (Kerrie A. Batcho) P.O. Box 531, Aliquippa, PA 15001.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Andrew G. Batcho Jr. & Kerrie A. Batcho.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 02-07-08 Vital Records and all public databases have no death record on file for Andrew G. Batcho Jr. & Kerrie A. Batcho.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Andrew G. Batcho Jr. & Kerrie A. Batcho residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Andrew G. Batcho Jr. - 11-27-1969

Kerrie A. Batcho - 10-19-1967

B. A.K.A.

Kerrie A. Smith; Kerrie A. Acey

*** Our accessible databases have been checked and cross-referenced for the above named individual(s).**

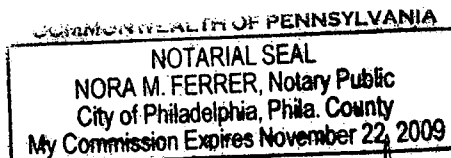
*** Please be advised our database information indicates the subject resides at the current address.**

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa C.S. Sec. 4904 relating to unsworn falsification to authorities.

Brendan Booth

AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.



Sworn to and subscribed before me this 7th day of February, 2008.

The above information is obtained from available public records
and we are only liable for the cost of the affidavit.

IND

AFFIDAVIT OF SERVICE

PLAINTIFF ABN AMRO MORTGAGE GROUP, INC.

CLEARFIELD County

DEFENDANT(S) ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

No. 07-1341-CD

Our File #: 160134

Please serve upon: ANDREW G. BATCHO, JR.

Type of Action

- Notice of Sheriff's Sale

SERVE AT: 425 LOCUST STREET
CURWENSVILLE, PA 16833

Sale Date: MARCH 7, 2008

SERVED

Served and made known to _____, Defendant, on the _____ day of _____,

200__, at _____, o'clock __m., at _____,

Commonwealth of Pennsylvania, in the manner described below:

- _____ Defendant personally served.
- _____ Adult family member with whom Defendant(s) reside(s). Relationship is _____.
- _____ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
- _____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- _____ Agent or person in charge of Defendant(s)'s office or usual place of business.
- _____ an officer of said Defendant(s)'s company.
- _____ Other: _____.

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

I, _____, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this _____ day
of _____, 200__.

Notary:

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

On the 25th day of FEBRUARY, 2008, at 10:40 o'clock A.m., Defendant NOT FOUND because:

☒ Moved _____ ☐ Unknown _____ ☐ No Answer _____ ☐ Vacant _____

1st attempt Date: 2/24/08 Time: 6:02 PM, 2nd attempt Date: 2/25/08 Time: 10:40 AM, 3rd attempt Date: _____ Time: _____.

Other: _____

Sworn to and subscribed
before me this 25th day
of February, 2008

Notary:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

By: D.M. ELLIS

Altoona PA.

Marilyn A. Campbell
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

AFFIDAVIT OF SERVICE

PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.

CLEARFIELD County

DEFENDANT(S)

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

No. 07-1341-CD

Our File #: 160134

Please serve upon:

KERRIE A. BATCHO

Type of Action

- Notice of Sheriff's Sale

SERVE AT:

425 LOCUST STREET
CURWENSVILLE, PA 16833

Sale Date: MARCH 7, 2008

SERVED

Served and made known to _____, Defendant, on the _____ day of _____,

200__, at _____, o'clock ____m., at _____,

Commonwealth of Pennsylvania, in the manner described below:

- _____ Defendant personally served.
- _____ Adult family member with whom Defendant(s) reside(s). Relationship is _____
- _____ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
- _____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- _____ Agent or person in charge of Defendant(s)'s office or usual place of business.
- _____ an officer of said Defendant(s)'s company.
- _____ Other: _____

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

I, _____, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this _____ day
of _____, 200__.

Notary:

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

On the 25th day of FEBRUARY, 2008, at 10:40 o'clock A.m., Defendant NOT FOUND because:

☒ Moved _____ ☐ Unknown _____ ☐ No Answer _____ ☐ Vacant _____

1st attempt Date: 2/24/08 Time: 6:02 PM, 2nd attempt Date: 2/25/08 Time: 10:40 AM, 3rd attempt Date: _____ Time: _____

Other:

Sworn to and subscribed
before me this 25th day
of February, 2008

Notary:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

By:

D.M. ELLIS

DMEllis

Received a call from a Mr. Caldwell who resides at 425 Locust St., Curwensville, PA 16833 for the last 7 yrs. After his inquiries on the Batcho's. Batcho's line in Aliquippa, PA.

Marilyn A. Campbell
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

AFFIDAVIT OF SERVICE

PLAINTIFF ABN AMRO MORTGAGE GROUP, INC.

DEFENDANT(S) ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

CLEARFIELD County
No. 07-1341-CD
Our File #: 160134

Please serve upon: ANDREW G. BATCHO, JR.

Type of Action
- Notice of Sheriff's Sale

SERVE AT: 123 RIDGE AVENUE
CURWENSVILLE, PA 16833

Sale Date: MARCH 7, 2008

SERVED

Served and made known to _____, Defendant, on the _____ day of _____, 200__, at _____, o'clock __m., at _____

Commonwealth of Pennsylvania, in the manner described below:

- _____ Defendant personally served.
- _____ Adult family member with whom Defendant(s) reside(s). Relationship is _____
- _____ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
- _____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- _____ Agent or person in charge of Defendant(s)'s office or usual place of business.
- _____ an officer of said Defendant(s)'s company.
- _____ Other: _____

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

I, _____, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this _____ day
of _____, 200__.

Notary:

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

On the 29th day of JANUARY, 2008, at 4:40 o'clock P.m., Defendant NOT FOUND because:

☒ Moved _____ ☐ Unknown _____ ☐ No Answer _____ ☐ Vacant _____

1st attempt Date: 1/22/08 Time: 8:16 PM, 2nd attempt Date: 1/25/08 Time: 10:25 AM, 3rd attempt Date: 1/29/08 Time: 4:40 PM.

Other: Appeared to be in the process of moving, however, No one at home during attempts. On 1/29/08, water shut off notice was posted on front door.

Sworn to and subscribed
before me this 30th day
of January, 2008

Notary:

By: DM. ELLIS
DM. ELLIS

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Marilyn A. Campbell
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

AFFIDAVIT OF SERVICE

PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.

CLEARFIELD County

DEFENDANT(S)

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

No. 07-1341-CD

Our File #: 160134

Please serve upon:

KERRIE A. BATCHO

Type of Action

- Notice of Sheriff's Sale

SERVE AT:

123 RIDGE AVENUE
CURWENSVILLE, PA 16833

Sale Date: MARCH 7, 2008

SERVED

Served and made known to _____, Defendant, on the _____ day of _____,

200__, at _____, o'clock __m., at _____,

Commonwealth of Pennsylvania, in the manner described below:

_____ Defendant personally served.

_____ Adult family member with whom Defendant(s) reside(s). Relationship is _____.

_____ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.

_____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

_____ Agent or person in charge of Defendant(s)'s office or usual place of business.

_____ an officer of said Defendant(s)'s company.

_____ Other: _____

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

I, _____, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this _____ day
of _____, 200__.

Notary:

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

On the 29th day of JANUARY, 2008, at 4:40 o'clock P.m., Defendant NOT FOUND because:

☒ Moved _____ ☐ Unknown _____ ☐ No Answer _____ ☐ Vacant _____

1st attempt Date: 1/22/08 Time: 8:10 PM, 2nd attempt Date: 1/25/08 Time: 10:25 AM, 3rd attempt Date: 1/29/08 Time: 4:40 PM.

Other: Appeared to be in the process of moving, however, no one at home during attempts. On 1/29/08, water shut off notice was posted on front door.

Sworn to and subscribed
before me this 30th day
of January, 2008

Notary:

By:

D.M. ELLIS
DM Ellis

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Marilyn A. Campbell, Notary Public

City Of Altoona, Blair County

My Commission Expires Dec. 6, 2011

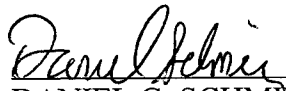
Member, Pennsylvania Association of Notaries

VERIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to take the verification and that the statements made in the foregoing Motion for Service of Notice of Sale pursuant to Special Order of Court are true and correct to the best of his knowledge, information and belief.

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

Date: March 17, 2008



DANIEL G. SCHMIEG, ESQUIRE

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

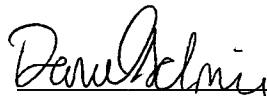
CIVIL DIVISION

NO. 07-1341-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Service of Notice of Sale Pursuant to Special Order of Court, Proposed Order, Memorandum of Law, Certification of Service and Verification in the above captioned matter was sent by first class mail, postage prepaid to the following interested parties on the date indicated below.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833
and
123 RIDGE AVENUE
CURWENSVILLE, PA 16833
and
P.O. BOX 264
CURWENSVILLE, PA 16833
and
P.O. BOX 531
ALIQUIPPA, PA 15001


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: March 17, 2008

FILED^{ICC}
013:41(B) Atty Schmieg
MAR 19 2008 (OK)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CIVIL DIVISION


NO. 07-1341-CD

ORDER

AND NOW, this 19th day of March, 2008, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **ANDREW G. BATCHO, JR.** and **KERRIE A. BATCHO**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001. and BATCHO OFFICE SYSTEMS, 115 E. Market Street, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:



J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendant(s).

:
:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 07-1341-CD
:
:

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **ANDREW G. BATCHO, JR. & KERRIE A. BATCHO** on **MARCH 28, 2008** at **425 LOCUST STREET, CURWENSVILLE, PA 16833 & 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 & P.O. BOX 264, CURWENSVILLE, PA 16833 & P.O. BOX 531, ALIQUIPPA, PA 15001 & BATCHO OFFICE SYSTEMS, 115 E. MARKET STREET, CLEARFIELD, PA 16830** in accordance with the Order of Court dated **MARCH 19, 2008**.

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

PHELAN HALLINAN & SCHMIEG, LLP

By:

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

Dated: April 7, 2008

FILED NO CC
m/h: 559
APR 09 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

CIVIL DIVISION

V.

NO. 07-1341-CD

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO


Defendants

ORDER

AND NOW, this 19th day of March, 2008, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **ANDREW G. BATCHO, JR.** and **KERRIE A. BATCHO**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001. and **BATCHO OFFICE SYSTEMS**, 115 E. Market Street, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

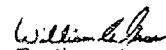
ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

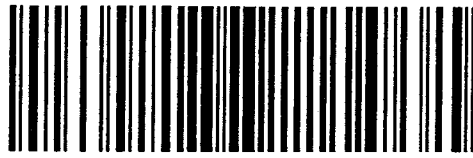
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 19 2008

Attest.




Prothonotary/
Clerk of Courts



7178 2417 6099 0002 3288

4 / PAW
ANDREW G. BATCHO, JR
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



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Search Results

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Detailed Results:

- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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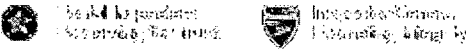
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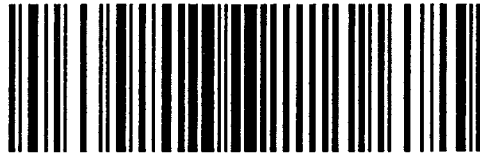
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4 / PAW
ANDREW G. BATCHO, JR
123 RIDGE AVE
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



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- Delivered, April 02, 2008, 10:29 am, ALIQUIPPA, PA 15001
- Notice Left, April 02, 2008, 9:56 am, ALIQUIPPA, PA 15001
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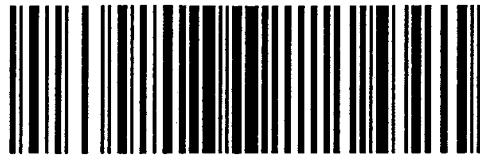
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4 / PAW
ANDREW G. BATCHO, JR
P.O. BOX 264
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3295

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- Unclaimed, April 04, 2008, 11:30 am, PHILADELPHIA, PA
- Arrival at Unit, April 03, 2008, 6:43 am, PHILADELPHIA, PA 19104
- No Such Number, March 31, 2008, 8:33 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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4 / PAW
ANDREW G. BATCHO, JR
P.O. BOX 531
ALIQUIPPA, PA 15001-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3301

Detailed Results:

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- Notice Left, March 31, 2008, 8:51 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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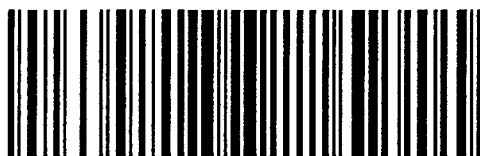
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7178 2417 6099 0002 9358

4 / PAW
ANDREW G. BATCHO, JR
BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 9358

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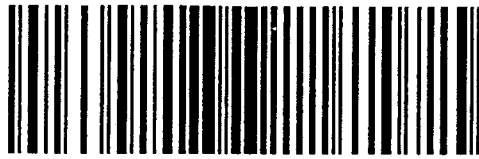
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4 / PAW
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3318

Detailed Results:

- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
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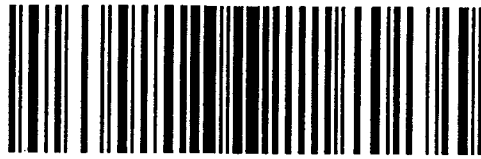
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4 / PAW
KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



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- Notice Left, April 02, 2008, 9:56 am, ALIQUIPPA, PA 15001
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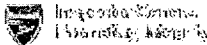
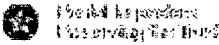
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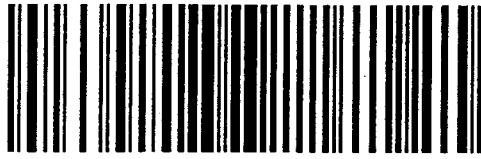
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4 / PAW
KERRIE A. BATCHO
P.O. BOX 264
CURWENSVILLE, PA 16833-0000

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Detailed Results:

- Unclaimed, April 04, 2008, 11:30 am, PHILADELPHIA, PA
- Arrival at Unit, April 03, 2008, 6:43 am, PHILADELPHIA, PA 19104
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- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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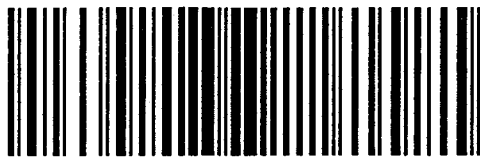
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KERRIE A. BATCHO
P.O. BOX 531
ALIQUIPPA, PA 15001-0000

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-- fold here (6x9)

--fold here (regular)

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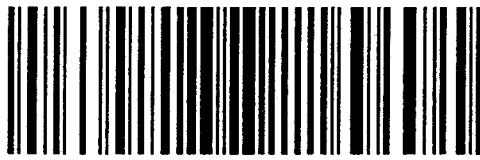
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4 / PAW
KERRIE A. BATCHO
BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 9365

Detailed Results:

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

ABN AMRO MORTGAGE GROUP, INC.,
Plaintiff,

vs.

ANDREW G. BATCHO, JR.,
KERRIE A. BATCHO,
Defendants.

No. 2007-1341-CD

Type of case: Civil Action

Type of Action: **PETITION TO
INTERVENE**

Filed on behalf of: Petitioners,
Randy Caldwell and Christine Caldwell

Counsel for Petitioners:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

9/3/15
MAY 01 2008

4CC
Any Neiswender

WAS

William A. Shaw
Prothonotary/Clerk of Courts

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

ABN AMRO MORTGAGE GROUP, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-1341-CD
	:	
ANDREW G. BATCHO, JR.,	:	
KERRIE A. BATCHO,	:	
Defendants.	:	

NOTICE TO DEFEND

A Petition or Motion has been filed against you in court. If you wish to defend against the claims set forth in the following pages, you must take action before the date set forth in the Rule Returnable 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 order may be entered against you by the court without further notice for the relief requested by the Petitioner. You may lose rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

ABN AMRO MORTGAGE GROUP, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-1341-CD
	:	
ANDREW G. BATCHO, JR.,	:	
KERRIE A. BATCHO,	:	
Defendants.	:	

PETITION TO INTERVENE

NOW COME, the Petitioners, Randy Caldwell and Christine Caldwell, by and through their attorneys, Neiswender & Kubista, and set forth the following Petition to Intervene and would aver as follows:

1. That Plaintiff is ABN AMRO Mortgage Group, Inc. [hereinafter "Plaintiff"], a corporation licensed to do business in Pennsylvania, with a business address of 7159 Corklan Drive, Jacksonville, Florida 32258-4455.
2. That Defendants are Andrew G. Batcho, Jr. and Kerrie A. Batcho [hereinafter "Defendants"], adult individuals currently residing at P.O. Box 531, Aliquippa, Allegheny County, Pennsylvania 15001.
3. That Petitioners are Randy Caldwell and Christine Caldwell [hereinafter "Petitioners"] are adult individuals currently residing at 425 Locust Street, Curwensville, Clearfield County, Pennsylvania 16833.
4. That Defendants are the record owners of the residential property located at 425 Locust Street, Curwensville, Clearfield County, Pennsylvania 16833.

5. That on September 28, 2000, Defendants entered into a Real Estate Sales Agreement with Petitioners to sell the above property with the Petitioners paying \$20,000.00 down and monthly payments of \$562.06 for a period of ten years. *See attached Exhibit "A"*

6. That on October 25, 2000, Defendants entered into an Agreement for Deed with Petitioners to produce a valid deed for the above property upon completion of the above agreement. *See attached Exhibit "B"*

7. That Petitioners made regular monthly payments from the date of the agreement.

8. That Defendants used the payments to pay a mortgage held by the Plaintiff on the above-mentioned property.

9. That Petitioners have resided in the subject property since the signing of the agreement.

10. That Petitioners have made significant improvements to the subject property.

11. That sometime during 2007, Defendants stopped paying the mortgage payments to Plaintiff although Petitioners continued to make regular payments.

12. That sometime in 2007, Plaintiffs filed an action in Mortgage Foreclosure against the Defendants to the above caption. The Defendants did not inform the Petitioners of this action.

13. That in 2008, Petitioners became aware of the foreclosure action.

14. That Petitioners wish to purchase the property from the Defendants and have the means to do so.

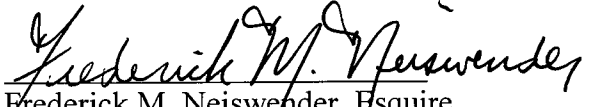
15. That Petitioners are a true party in interest to this action.

16. That permitting the Petitioners to intervene in this matter would not prejudice either the Plaintiff or Defendants.

WHEREFORE, Petitioners request Your Honorable Court to enter an Order adding them as an additional Plaintiff in the above captioned matter.

Respectfully Submitted,

NEISWENDER & KUBISTA


Frederick M. Neiswender, Esquire
Counsel for Petitioners

REAL ESTATE SALES AGREEMENT

This Agreement is entered into by and between Andrew G. Batcho Jr and Kerrie A. Batcho, individuals with an address of 425 Locust Street, Curwensville Pennsylvania 16833 ("Seller"), and Randy C. Caldwell and Christine C. Holland, individuals with an address of RD 3 Box 95, Clearfield Pennsylvania 16830 ("Buyer").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Seller and Buyer agree as follows:

1. SALE OF PREMISES. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following Premises:

A single-family dwelling known as 425 Locust Street, Curwensville Pennsylvania 16833.

The sale shall include all improvements and fixtures attached to the Premises and used in connection therewith, if any. The sale shall also include the following: 4 foot above ground swimming pool and all items used in conjunction with said pool. The sale shall not include the following: Any and all other personal property not attached to the Premises.

2. PURCHASE PRICE. The purchase price for the Premises and any items of personal property is \$69,500, payable on the closing as follows: \$20,000 cash and \$49,500 agreement for deed contract to the seller payable at 6.5% Annual Percentage Rate with a 10 year amortization schedule plus property tax's and insurance. All payments must be with cash or certified funds. Seller acknowledges receipt from Buyer of a deposit in the sum of \$500 to be held in escrow pending the closing. The deposit will be applied to the purchase price at the closing.

3. DEED. Upon completion of the agreement for deed contract, Seller will convey the Premises by a good and sufficient warranty deed conveying a good and marketable title, free of all liens and encumbrances, except (i) all easements, rights of way, covenants and restrictions of record, (ii) current and future real estate taxes and assessments, (iii) zoning and other governmental laws and regulations, provided none of the foregoing interfere with the continued use of the Premises for its present use. Seller, at its sole cost, shall furnish Buyer with a preliminary report or abstract of title from a reputable title company as soon as possible after the completion of the agreement for deed contract. Buyer shall give written notice to Seller of any objections to title within 10 days.

4. CLOSING. The down payment will be paid and the agreement for deed contract will be signed on October 25, 2000, unless extended in writing by the parties. The closing will be held at a location agreeable with both parties. The following closing costs will be paid by Seller: All costs involved in the preparation of the agreement for deed contract, filing fees, and one half of the total transfer tax. The following closing costs will be paid by Buyer: One half of the total transfer tax.

5. BUYER'S DEFAULT. Upon default by Buyer, Seller, at its option, may (i) retain the deposit as liquidated damages as its sole remedy, or (ii) enforce this Agreement and pursue any and all remedies available at law or equity, including an action for specific performance and damages.

6. SELLER'S DEFAULT. Upon default by Seller, Buyer, at its option, may (i) treat this Agreement as terminated and be entitled to the return of the deposit, or (ii) enforce this Agreement and pursue any and all remedies available at law or equity.

7. ATTORNEY'S FEES. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties and is subject to no understandings, conditions or representations that are not set forth herein. This Agreement may only be amended in writing and signed by both parties. Time is of the essence in the performance of this Agreement.

9. JOINT AND SEVERAL LIABILITY. Each person signing this Agreement as Seller and Buyer shall be jointly and severally liable for the performance of every term and condition of this Agreement.

10. INVALID PROVISION. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Exhibit "A"
over


11. PARTIES BOUND. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

12. GOVERNING LAW. This Agreement shall be governed by and enforced in accordance with the laws of the state of Pennsylvania.

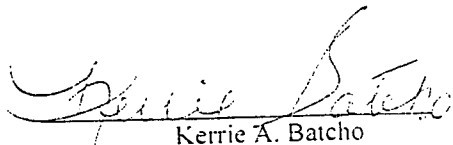
13. CAPTIONS. The captions in this Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

14. ADDITIONAL PROVISIONS:

SELLERS

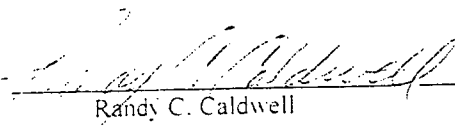


Andrew G. Batcho Jr. 9-28-00
Date

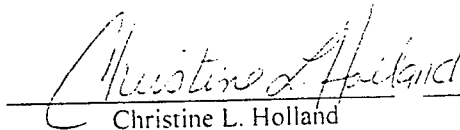


Kerrie A. Batcho 9-28-00
Date

BUYERS



Randy C. Caldwell 9-28-00
Date



Christine L. Holland 9/28/00
Date

Agreement for Deed

THIS AGREEMENT, Made this 25th day of October A.D. 2000

by and between **Andrew Batcho and Kerrie Batcho (husband and wife)** of Clearfield County, Pennsylvania, hereinafter called **Sellers**, and **Randy Caldwell and Christine Holland** hereinafter called **Buyers**, witnesseth:

That if the said **Buyers** shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the said **Sellers** hereby covenant and agree to convey and assure to the Buyer or their heirs or assigns, in fee simple, clear of all incumbrances whatever, save only restrictions and covenants of Public Record, by a good and sufficient Warranty Deed, the real property situated in the County of Clearfield, State of Pennsylvania known and described as follows, to wit:

Boro of Curwensville
Property known as 425 Locust Street, Curwensville Pennsylvania, Clearfield County, Pennsylvania

And the Buyer hereby agrees and covenants to pay to the Seller the sum of **Sixty nine thousand five hundred and 0/100 dollars (\$69,500.00)** in the manner following:

A The sum of \$ 20,000 in cash, receipt of which is hereby acknowledged.

B One Promissory Note, attached, in the amount of **Forty nine thousand five hundred and 0/100 dollars (\$49,500.00)** being paid by monthly payments commencing on the 25th Day of October, 2000, continuing on the 25th Day of every month thereafter until paid in full and bearing interest at the rate of 6.5% p.a. See Note attached which forms part of this agreement.

and Buyer covenants to pay all taxes, assessments or impositions and insurance that may be legally levied or imposed upon such land subsequent to the year of 2000, and to keep the buildings, structures and other improvements now or hereafter erected or placed upon said premises insured against all loss and damage by fire, tornado or windstorm in some company satisfactory to the Seller in a sum not less than the rebuilding cost of the structures including all demolition and site clearance during the term of this agreement and to promptly pay all premiums for such insurance. All sums recoverable on any such insurance shall be made payable first to the Seller by a loss payable clause satisfactory to the Seller up to the amount of the then outstanding mortgage balance including accrued interest, the balance, if any, being payable to the Buyer.

Initials Buyer(s) *R.C.H.* Seller(s) *R.C.H.*

The Buyer is responsible for all maintenance and repairs on the property without limitation.

Buyer (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Seller may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations

and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Seller, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Seller.

If default shall be made in the payment of said sums of money, or any part thereof as provided in this Agreement for Deed, or in the interest that may become due thereon or any part thereof shall be delinquent and unpaid for a period of ninety (90) days, or in the event of default in any other covenant herein, then and thenceforth it shall be optional with the Seller, his heirs, personal representatives or assigns to consider the agreement forfeited and all sums theretofore received shall be retained by the seller in full satisfaction and in liquidation of all damages by the Seller sustained, and the Seller shall have the right to re-enter and take possession of the premises aforesaid.. Payments postmarked more than fifteen (15) days after the due date shall be considered late and shall be subject to an additional charge of \$25.

The Seller shall execute and deliver a Warranty Deed to the Buyer when the terms of this Agreement have been met and the full amount due and owing hereunder are paid in full.

IT IS MUTUALLY AGREED by and between the parties hereto, that time of payment shall be an essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Initials Buyer(s) RC L41 Seller(s) AK AB

In Witness Whereof, the parties have executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

buyers

Randy Caldwell Maureen E. Indor

Randy Caldwell

Witness

Christine Holland Maureen E. Indor

Christine Holland

Witness

Sellers

Andrew Batcho Jr. Maureen E. Indor

Andrew Batcho Jr.

Witness

Kerrie Batcho Maureen E. Indor

Kerrie Batcho

Witness

STATE OF Pennsylvania, COUNTY OF CLEARFIELD, ss.:

On October 25, 2000, before me at Karen L. Starch
Randy Caldwell, Christine Holland, Andrew Batchor, Kerrie Batcho
Personally came, to me known, and known to me to be the individuals described in and who

Executed the foregoing Agreement, and duly acknowledged to me that
(he) (she) (they) executed the same.

Karen L. Starch
Notary Public RECORDER OF DEEDS

**My Commission Expires
First Monday in January, 2004**

KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200016014

RECORDED ON

Oct 25, 2000

3:14:14 PM

RECORDING FEES - \$13.00
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$15.50

CUSTOMER

BATCHOR, ANDREW

Amortization Schedule Calculator

[Ads by Google](#)
[Loan Amortization Chart](#)
[Amortization Schedules](#)
[Amortization Tables](#)
[Amortization](#)

Loan Information	
Loan amount:	<input type="text" value="49500.00"/> \$
Interest rate:	<input type="text" value="6.5"/> %
Loan term:	<input type="text" value="10"/> years
Start date:	<input type="text" value="Nov"/> <input type="text" value="2000"/>
Show results by:	<input type="text" value="Month"/>
<input type="button" value="Calculate"/>	

Loan Summary

\$562.06

Monthly Principal & Interest

\$67,447.50

Total of 120 Payments

\$17,947.50

Total Interest Paid

Oct, 2010

Pay-off Date

Lower Your Mortgage

Property State

Home Description

Your Credit Profile

Type of Loan

Amortization Schedule

Month	Interest	Principal	Balance
Nov, 2000	\$268.13	\$293.94	\$49,206.06
Dec, 2000	\$266.53	\$295.53	\$48,910.53
Jan, 2001	\$264.93	\$297.13	\$48,613.40
Feb, 2001	\$263.32	\$298.74	\$48,314.66
Mar, 2001	\$261.70	\$300.36	\$48,014.30
Apr, 2001	\$260.08	\$301.99	\$47,712.32
May, 2001	\$258.44	\$303.62	\$47,408.70
Jun, 2001	\$256.80	\$305.27	\$47,103.43
Jul, 2001	\$255.14	\$306.92	\$46,796.51
Aug, 2001	\$253.48	\$308.58	\$46,487.93
Sep, 2001	\$251.81	\$310.25	\$46,177.68
Oct, 2001	\$250.13	\$311.93	\$45,865.75
Nov, 2001	\$248.44	\$313.62	\$45,552.12
Dec, 2001	\$246.74	\$315.32	\$45,236.80
Jan, 2002	\$245.03	\$317.03	\$44,919.77
Feb, 2002	\$243.32	\$318.75	\$44,601.03
Mar, 2002	\$241.59	\$320.47	\$44,280.55
Apr, 2002	\$239.85	\$322.21	\$43,958.34
May, 2002	\$238.11	\$323.95	\$43,634.39

Jun, 2002	\$236.35	\$325.71	\$43,308.68
Jul, 2002	\$234.59	\$327.47	\$42,981.20
Aug, 2002	\$232.81	\$329.25	\$42,651.96
Sep, 2002	\$231.03	\$331.03	\$42,320.93
Oct, 2002	\$229.24	\$332.82	\$41,988.10
Nov, 2002	\$227.44	\$334.63	\$41,653.47
Dec, 2002	\$225.62	\$336.44	\$41,317.03
Jan, 2003	\$223.80	\$338.26	\$40,978.77
Feb, 2003	\$221.97	\$340.09	\$40,638.68
Mar, 2003	\$220.13	\$341.94	\$40,296.74
Apr, 2003	\$218.27	\$343.79	\$39,952.95
May, 2003	\$216.41	\$345.65	\$39,607.30
Jun, 2003	\$214.54	\$347.52	\$39,259.78
Jul, 2003	\$212.66	\$349.41	\$38,910.37
Aug, 2003	\$210.76	\$351.30	\$38,559.08
Sep, 2003	\$208.86	\$353.20	\$38,205.88
Oct, 2003	\$206.95	\$355.11	\$37,850.76
Nov, 2003	\$205.02	\$357.04	\$37,493.72
Dec, 2003	\$203.09	\$358.97	\$37,134.75
Jan, 2004	\$201.15	\$360.92	\$36,773.84
Feb, 2004	\$199.19	\$362.87	\$36,410.97
Mar, 2004	\$197.23	\$364.84	\$36,046.13
Apr, 2004	\$195.25	\$366.81	\$35,679.32
May, 2004	\$193.26	\$368.80	\$35,310.52
Jun, 2004	\$191.27	\$370.80	\$34,939.72
Jul, 2004	\$189.26	\$372.81	\$34,566.91
Aug, 2004	\$187.24	\$374.83	\$34,192.09
Sep, 2004	\$185.21	\$376.86	\$33,815.23
Oct, 2004	\$183.17	\$378.90	\$33,436.34
Nov, 2004	\$181.11	\$380.95	\$33,055.39
Dec, 2004	\$179.05	\$383.01	\$32,672.38
Jan, 2005	\$176.98	\$385.09	\$32,287.29
Feb, 2005	\$174.89	\$387.17	\$31,900.12
Mar, 2005	\$172.79	\$389.27	\$31,510.85
Apr, 2005	\$170.68	\$391.38	\$31,119.47
May, 2005	\$168.56	\$393.50	\$30,725.97
Jun, 2005	\$166.43	\$395.63	\$30,330.34

Amortization Schedule Calculator

Jul, 2005	\$164.29	\$397.77	\$29,932.57
Aug, 2005	\$162.13	\$399.93	\$29,532.64
Sep, 2005	\$159.97	\$402.09	\$29,130.54
Oct, 2005	\$157.79	\$404.27	\$28,726.27
Nov, 2005	\$155.60	\$406.46	\$28,319.81
Dec, 2005	\$153.40	\$408.66	\$27,911.15
Jan, 2006	\$151.19	\$410.88	\$27,500.27
Feb, 2006	\$148.96	\$413.10	\$27,087.17
Mar, 2006	\$146.72	\$415.34	\$26,671.83
Apr, 2006	\$144.47	\$417.59	\$26,254.24
May, 2006	\$142.21	\$419.85	\$25,834.38
Jun, 2006	\$139.94	\$422.13	\$25,412.26
Jul, 2006	\$137.65	\$424.41	\$24,987.84
Aug, 2006	\$135.35	\$426.71	\$24,561.13
Sep, 2006	\$133.04	\$429.02	\$24,132.11
Oct, 2006	\$130.72	\$431.35	\$23,700.76
Nov, 2006	\$128.38	\$433.68	\$23,267.08
Dec, 2006	\$126.03	\$436.03	\$22,831.05
Jan, 2007	\$123.67	\$438.39	\$22,392.65
Feb, 2007	\$121.29	\$440.77	\$21,951.88
Mar, 2007	\$118.91	\$443.16	\$21,508.73
Apr, 2007	\$116.51	\$445.56	\$21,063.17
May, 2007	\$114.09	\$447.97	\$20,615.20
Jun, 2007	\$111.67	\$450.40	\$20,164.80
Jul, 2007	\$109.23	\$452.84	\$19,711.97
Aug, 2007	\$106.77	\$455.29	\$19,256.68
Sep, 2007	\$104.31	\$457.76	\$18,798.92
Oct, 2007	\$101.83	\$460.23	\$18,338.69
Nov, 2007	\$99.33	\$462.73	\$17,875.96
Dec, 2007	\$96.83	\$465.23	\$17,410.73
Jan, 2008	\$94.31	\$467.75	\$16,942.97
Feb, 2008	\$91.77	\$470.29	\$16,472.68
Mar, 2008	\$89.23	\$472.84	\$15,999.85
Apr, 2008	\$86.67	\$475.40	\$15,524.45
May, 2008	\$84.09	\$477.97	\$15,046.48
Jun, 2008	\$81.50	\$480.56	\$14,565.92
Jul, 2008	\$78.90	\$483.16	\$14,082.75

Aug, 2008	\$76.28	\$485.78	\$13,596.97
Sep, 2008	\$73.65	\$488.41	\$13,108.56
Oct, 2008	\$71.00	\$491.06	\$12,617.50
Nov, 2008	\$68.34	\$493.72	\$12,123.79
Dec, 2008	\$65.67	\$496.39	\$11,627.39
Jan, 2009	\$62.98	\$499.08	\$11,128.31
Feb, 2009	\$60.28	\$501.78	\$10,626.53
Mar, 2009	\$57.56	\$504.50	\$10,122.03
Apr, 2009	\$54.83	\$507.23	\$9,614.79
May, 2009	\$52.08	\$509.98	\$9,104.81
Jun, 2009	\$49.32	\$512.74	\$8,592.06
Jul, 2009	\$46.54	\$515.52	\$8,076.54
Aug, 2009	\$43.75	\$518.31	\$7,558.23
Sep, 2009	\$40.94	\$521.12	\$7,037.11
Oct, 2009	\$38.12	\$523.94	\$6,513.16
Nov, 2009	\$35.28	\$526.78	\$5,986.38
Dec, 2009	\$32.43	\$529.64	\$5,456.74
Jan, 2010	\$29.56	\$532.51	\$4,924.24
Feb, 2010	\$26.67	\$535.39	\$4,388.85
Mar, 2010	\$23.77	\$538.29	\$3,850.56
Apr, 2010	\$20.86	\$541.21	\$3,309.35
May, 2010	\$17.93	\$544.14	\$2,765.22
Jun, 2010	\$14.98	\$547.08	\$2,218.13
Jul, 2010	\$12.01	\$550.05	\$1,668.08
Aug, 2010	\$9.04	\$553.03	\$1,115.06
Sep, 2010	\$6.04	\$556.02	\$559.03
Oct, 2010	\$3.03	\$559.03	\$0.00

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

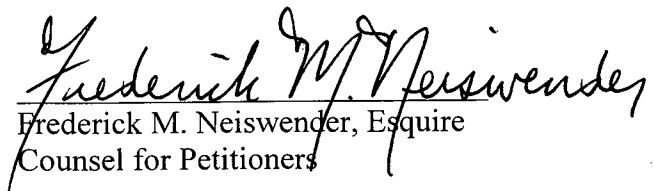
ABN AMRO MORTGAGE GROUP, INC., :
Plaintiff, :
 :
vs. : No. 2007-1341-CD
 :
ANDREW G. BATCHO, JR., :
KERRIE A. BATCHO, :
Defendants. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Petition to Intervene was made upon ABN AMRO Mortgage Group, Inc., by mailing, first class, postage prepaid, a true copy to the office of their attorneys of record, Phelan Hallinan & Schmiegl, LLP and upon Andrew G. Batcho, Jr. and Kerrie A. Batcho by mailing, first class, postage prepaid, a true copy on May 1, 2008, at the following addresses:

Phelan Hallinan & Schmeig, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, Pennsylvania 19103-1814

Andrew G. Batcho, Jr. & Kerrie A. Batcho
P.O. Box 531
Aliquippa, PA 15001


Frederick M. Neiswender, Esquire
Counsel for Petitioners

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830

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

ABN AMRO MORTGAGE GROUP, INC.,
Plaintiff,

vs.

ANDREW G. BATCHO, JR.,
KERRIE A. BATCHO,
Defendants.

No. 2007-1341-CD

Type of case: Civil Action

Type of action: **PETITION FOR
STAY OF EXECUTION**

Filed on behalf of: Petitioners,
Randy Caldwell and Christine Caldwell

Counsel for Petitioners:
Frederick M. Neiswender
Supreme Court No. 74456

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

01/31/08
MAY 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

ABN AMRO MORTGAGE GROUP, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-1341-CD
	:	
ANDREW G. BATCHO, JR.,	:	
KERRIE A. BATCHO,	:	
Defendants.	:	

NOTICE TO DEFEND

A Petition or Motion has been filed against you in court. If you wish to defend against the claims set forth in the following pages, you must take action before the date set forth in the Rule Returnable 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 order may be entered against you by the court without further notice for the relief requested by the Petitioner. You may lose rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
1 North Second Street
Clearfield County Courthouse
Clearfield, Pennsylvania 15853
(814) 765-2641

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

ABN AMRO MORTGAGE GROUP, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-1341-CD
	:	
ANDREW G. BATCHO, JR.,	:	
KERRIE A. BATCHO,	:	
Defendants.	:	

PETITION FOR STAY OF EXECUTION

NOW COMES, the Petitioners, Randy Caldwell and Christine Caldwell, by and through their attorneys, Neiswender & Kubista, and sets forth the following Petition for Stay of Execution under Pa. R.C.P. No. 3121(b) and would aver as follows:

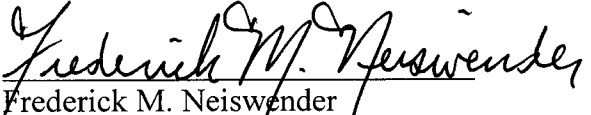
1. That Plaintiff is ABN AMRO Mortgage Group, Inc. [hereinafter "Plaintiff"], a corporation licensed to do business in Pennsylvania, with a business address of 7159 Corklan Drive, Jacksonville, Florida 32258-4455.
2. That Defendants are Andrew G. Batcho, Jr. and Kerrie A. Batcho [hereinafter "Defendants"], adult individuals currently residing at P.O. Box 531, Aliquippa, Allegheny County, Pennsylvania 15001.
3. That Petitioners are Randy Caldwell and Christine Caldwell [hereinafter "Petitioners"] are adult individuals currently residing at 425 Locust Street, Curwensville, Clearfield County, Pennsylvania 16833.
4. That Defendants are the record owners of the residential property located at 425 Locust Street, Curwensville, Clearfield County, Pennsylvania 16833.

5. That on September 28, 2000, Defendants entered into a Real Estate Sales Agreement with Petitioners to sell the above property with the Petitioners paying \$20,000.00 down and monthly payments of \$562.06 for a period of ten years. *See attached Exhibit "A"*
6. That on October 25, 2000, Defendants entered into an Agreement for Deed with Petitioners to produce a valid deed for the above property upon completion of the above agreement. *See attached Exhibit "B"*
7. That Petitioners made regular monthly payments from the date of the agreement.
8. That Defendants used the payments to pay a mortgage held by the Plaintiff on the above-mentioned property.
9. That Petitioners have resided in the subject property since the signing of the agreement.
10. That Petitioners have made significant improvements to the subject property.
11. That sometime during 2007, Defendants stopped paying the mortgage payments to Plaintiff although Petitioners continued to make regular payments.
12. That sometime in 2007, Plaintiffs filed an action in Mortgage Foreclosure against the Defendants to the above caption. The Defendants did not inform the Petitioners of this action.
13. That in 2008, Petitioners became aware of the foreclosure action.
14. That Sheriff's Sale on the property is scheduled for May 2, 2008.
15. That Petitioners wish to purchase the property from the Defendants and have the means to do so.
16. That Petitioners are a true party in interest to this action.
17. That Petitioners have a pending Petition to Intervene before this Court.

18. That staying execution in this matter would not prejudice either the Plaintiff or Defendants.

WHEREFORE, Defendant requests that the Sheriff's Sale scheduled for Friday, May 2, 2008 is stayed and the Writ of Execution issued in this matter is set aside until further order of this Court.

Respectfully submitted,


Frederick M. Neiswender
Attorney for Petitioners

REAL ESTATE SALES AGREEMENT

This Agreement is entered into by and between Andrew G. Batcho Jr and Kerrie A. Batcho, individuals with an address of 425 Locust Street, Curwensville Pennsylvania 16833 ("Seller"), and Randy C. Caldwell and Christine C. Holland, individuals with an address of RD 3 Box 95, Clearfield Pennsylvania 16830 ("Buyer").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Seller and Buyer agree as follows:

1. SALE OF PREMISES. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following Premises:

A single-family dwelling known as 425 Locust Street, Curwensville Pennsylvania 16833.

The sale shall include all improvements and fixtures attached to the Premises and used in connection therewith, if any. The sale shall also include the following: 4 foot above ground swimming pool and all items used in conjunction with said pool. The sale shall not include the following: Any and all other personal property not attached to the Premises.

2. PURCHASE PRICE. The purchase price for the Premises and any items of personal property is \$69,500, payable on the closing as follows: \$20,000 cash and \$49,500 agreement for deed contract to the seller payable at 6.5% Annual Percentage Rate with a 10 year amortization schedule plus property tax's and insurance. All payments must be with cash or certified funds. Seller acknowledges receipt from Buyer of a deposit in the sum of \$500 to be held in escrow pending the closing. The deposit will be applied to the purchase price at the closing.

3. DEED. Upon completion of the agreement for deed contract, Seller will convey the Premises by a good and sufficient warranty deed conveying a good and marketable title, free of all liens and encumbrances, except (i) all easements, rights of way, covenants and restrictions of record, (ii) current and future real estate taxes and assessments, (iii) zoning and other governmental laws and regulations, provided none of the foregoing interfere with the continued use of the Premises for its present use. Seller, at its sole cost, shall furnish Buyer with a preliminary report or abstract of title from a reputable title company as soon as possible after the completion of the agreement for deed contract. Buyer shall give written notice to Seller of any objections to title within 10 days.

4. CLOSING. The down payment will be paid and the agreement for deed contract will be signed on October 25, 2000, unless extended in writing by the parties. The closing will be held at a location agreeable with both parties. The following closing costs will be paid by Seller: All costs involved in the preparation of the agreement for deed contract, filing fees, and one half of the total transfer tax. The following closing costs will be paid by Buyer: One half of the total transfer tax.

5. BUYER'S DEFAULT. Upon default by Buyer, Seller, at its option, may (i) retain the deposit as liquidated damages as its sole remedy, or (ii) enforce this Agreement and pursue any and all remedies available at law or equity, including an action for specific performance and damages.

6. SELLER'S DEFAULT. Upon default by Seller, Buyer, at its option, may (i) treat this Agreement as terminated and be entitled to the return of the deposit, or (ii) enforce this Agreement and pursue any and all remedies available at law or equity.

7. ATTORNEY'S FEES. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties and is subject to no understandings, conditions or representations that are not set forth herein. This Agreement may only be amended in writing and signed by both parties. Time is of the essence in the performance of this Agreement.

9. JOINT AND SEVERAL LIABILITY. Each person signing this Agreement as Seller and Buyer shall be jointly and severally liable for the performance of every term and condition of this Agreement.

10. INVALID PROVISION. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Exhibit "A"
over

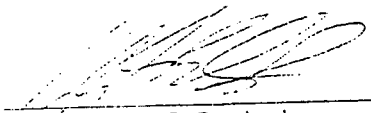
11. PARTIES BOUND. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

12. GOVERNING LAW. This Agreement shall be governed by and enforced in accordance with the laws of the state of Pennsylvania.


13. CAPTIONS. The captions in this Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

14. ADDITIONAL PROVISIONS:

SELLERS

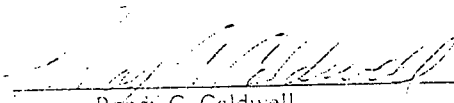


Andrew G. Batcho Jr. 9-28-00
Date

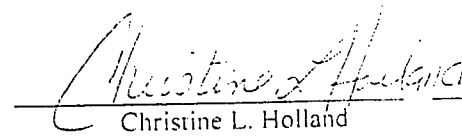


Kerrie A. Batcho 9-28-00
Date

BUYERS



Randy C. Caldwell 9-28-00
Date



Christine L. Holland 9/28/00
Date

Agreement for Deed

THIS AGREEMENT, Made this 25th day of October A.D. 2000

by and between **Andrew Batcho and Kerrie Batcho (husband and wife)** of Clearfield County, Pennsylvania, hereinafter called **Sellers**, and **Randy Caldwell and Christine Holland** hereinafter called **Buyers**, witnesseth:

That if the said **Buyers** shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the said **Sellers** hereby covenant and agree to convey and assure to the **Buyer** or their heirs or assigns, in fee simple, clear of all incumbrances whatever, save only restrictions and covenants of Public Record, by a good and sufficient Warranty Deed, the real property situated in the County of Clearfield, State of Pennsylvania known and described as follows, to wit:

Boro of Curwensville
Property known as 425 Locust Street, Curwensville Pennsylvania, Clearfield County, Pennsylvania

And the **Buyer** hereby agrees and covenants to pay to the **Seller** the sum of **Sixty nine thousand five hundred and 0/100 dollars (\$69,500.00)** in the manner following:

A The sum of \$ **20,000** in cash, receipt of which is hereby acknowledged.

B One Promissory Note, attached, in the amount of **Forty nine thousand five hundred and 0/100 dollars (\$49,500.00)** being paid by monthly payments commencing on the 25th Day of October, 2000, continuing on the 25th Day of every month thereafter until paid in full and bearing interest at the rate of 6.5% p.a. See Note attached which forms part of this agreement.

and **Buyer** covenants to pay all taxes, assessments or impositions and insurance that may be legally levied or imposed upon such land subsequent to the year of 2000, and to keep the buildings, structures and other improvements now or hereafter erected or placed upon said premises insured against all loss and damage by fire, tornado or windstorm in some company satisfactory to the **Seller** in a sum not less than the rebuilding cost of the structures including all demolition and site clearance during the term of this agreement and to promptly pay all premiums for such insurance. All sums recoverable on any such insurance shall be made payable first to the **Seller** by a loss payable clause satisfactory to the **Seller** up to the amount of the then outstanding mortgage balance including accrued interest, the balance, if any, being payable to the **Buyer**.

Initials Buyer(s) *R.C.H.* Seller(s) *R.C.H.*

The **Buyer** is responsible for all maintenance and repairs on the property without limitation.

Buyer (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as **Seller** may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations

and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Seller, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Seller.

If default shall be made in the payment of said sums of money, or any part thereof as provided in this Agreement for Deed, or in the interest that may become due thereon or any part thereof shall be delinquent and unpaid for a period of ninety (90) days, or in the event of default in any other covenant herein, then and thenceforth it shall be optional with the Seller, his heirs, personal representatives or assigns to consider the agreement forfeited and all sums theretofore received shall be retained by the seller in full satisfaction and in liquidation of all damages by the Seller sustained, and the Seller shall have the right to re-enter and take possession of the premises aforesaid.. Payments postmarked more than fifteen (15) days after the due date shall be considered late and shall be subject to an additional charge of \$25.

The Soller shall execute and deliver a Warranty Deed to the Buyer when the terms of this Agreement have been met and the full amount due and owing hereunder are paid in full.

IT IS MUTUALLY AGREED by and between the parties hereto, that time of payment shall be an essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Initials Buyer(s) RC CH Seller(s) MR AS

In Witness Whereof, the parties have executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

buyers

Randy Caldwell Maureen E. Indor

Randy Caldwell

Witness

Christine Holland Maureen E. Indor

Christine Holland

Witness

Sellers

Andrew Batcho Jr. Maureen E. Indor

Andrew Batcho Jr.

Witness

Kerrie Batcho Maureen E. Indor

Kerrie Batcho

Witness

STATE OF Pennsylvania, COUNTY OF CLEARFIELD, ss.:

On October 25, 2000, before me at Karen L. Starck
Randy Caldwell, Christine Holland, Andrew Batcho Jr. Kerrie Batcho
Personally came, to me known, and known to me to be the individuals described in and who
Executed the foregoing Agreement, and duly acknowledged to me that
(he) (she) (they) executed the same.

Karen L. Starck

Notary Public

RECORDER OF DEEDS

**My Commission Expires
First Monday in January, 2004**



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200016014
RECORDED ON
Oct 25, 2000
3:14:14 PM

RECORDING FEES - \$13.00
RECORDER
COUNTY IMPROVEMENT FUND \$1.00
RECORDER IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$15.50
CUSTOMER
BATCHO, ANDREW

Amortization Schedule Calculator

[Ads by Google](#)
[Loan Amortization Chart](#)
[Amortization Schedules](#)
[Amortization Tables](#)
[Amortization](#)

Loan Information	
Loan amount:	49500.00 \$
Interest rate:	6.5 %
Loan term:	10 years
Start date:	Nov 2000
Show results by:	Month
Calculate	

Loan Summary

\$562.06

Monthly Principal & Interest

\$67,447.50

Total of 120 Payments

\$17,947.50

Total Interest Paid

Oct, 2010

Pay-off Date

Lower Your Mortgage

 Select State
 Property State

 Single Family
 Home Description

 Good
 Your Credit Profile

 Home Refinance
 Type of Loan

[Continue »](#)

Amortization Schedule

Month	Interest	Principal	Balance
Nov, 2000	\$268.13	\$293.94	\$49,206.06
Dec, 2000	\$266.53	\$295.53	\$48,910.53
Jan, 2001	\$264.93	\$297.13	\$48,613.40
Feb, 2001	\$263.32	\$298.74	\$48,314.66
Mar, 2001	\$261.70	\$300.36	\$48,014.30
Apr, 2001	\$260.08	\$301.99	\$47,712.32
May, 2001	\$258.44	\$303.62	\$47,408.70
Jun, 2001	\$256.80	\$305.27	\$47,103.43
Jul, 2001	\$255.14	\$306.92	\$46,796.51
Aug, 2001	\$253.48	\$308.58	\$46,487.93
Sep, 2001	\$251.81	\$310.25	\$46,177.68
Oct, 2001	\$250.13	\$311.93	\$45,865.75
Nov, 2001	\$248.44	\$313.62	\$45,552.12
Dec, 2001	\$246.74	\$315.32	\$45,236.80
Jan, 2002	\$245.03	\$317.03	\$44,919.77
Feb, 2002	\$243.32	\$318.75	\$44,601.03
Mar, 2002	\$241.59	\$320.47	\$44,280.55
Apr, 2002	\$239.85	\$322.21	\$43,958.34
May, 2002	\$238.11	\$323.95	\$43,634.39

Amortization Schedule Calculator

Page 2 of 4

Jun, 2002	\$236.35	\$325.71	\$43,308.68
Jul, 2002	\$234.59	\$327.47	\$42,981.20
Aug, 2002	\$232.81	\$329.25	\$42,651.96
Sep, 2002	\$231.03	\$331.03	\$42,320.93
Oct, 2002	\$229.24	\$332.82	\$41,988.10
Nov, 2002	\$227.44	\$334.63	\$41,653.47
Dec, 2002	\$225.62	\$336.44	\$41,317.03
Jan, 2003	\$223.80	\$338.26	\$40,978.77
Feb, 2003	\$221.97	\$340.09	\$40,638.68
Mar, 2003	\$220.13	\$341.94	\$40,296.74
Apr, 2003	\$218.27	\$343.79	\$39,952.95
May, 2003	\$216.41	\$345.65	\$39,607.30
Jun, 2003	\$214.54	\$347.52	\$39,259.78
Jul, 2003	\$212.66	\$349.41	\$38,910.37
Aug, 2003	\$210.76	\$351.30	\$38,559.08
Sep, 2003	\$208.86	\$353.20	\$38,205.88
Oct, 2003	\$206.95	\$355.11	\$37,850.76
Nov, 2003	\$205.02	\$357.04	\$37,493.72
Dec, 2003	\$203.09	\$358.97	\$37,134.75
Jan, 2004	\$201.15	\$360.92	\$36,773.84
Feb, 2004	\$199.19	\$362.87	\$36,410.97
Mar, 2004	\$197.23	\$364.84	\$36,046.13
Apr, 2004	\$195.25	\$366.81	\$35,679.32
May, 2004	\$193.26	\$368.80	\$35,310.52
Jun, 2004	\$191.27	\$370.80	\$34,939.72
Jul, 2004	\$189.26	\$372.81	\$34,566.91
Aug, 2004	\$187.24	\$374.83	\$34,192.09
Sep, 2004	\$185.21	\$376.86	\$33,815.23
Oct, 2004	\$183.17	\$378.90	\$33,436.34
Nov, 2004	\$181.11	\$380.95	\$33,055.39
Dec, 2004	\$179.05	\$383.01	\$32,672.38
Jan, 2005	\$176.98	\$385.09	\$32,287.29
Feb, 2005	\$174.89	\$387.17	\$31,900.12
Mar, 2005	\$172.79	\$389.27	\$31,510.85
Apr, 2005	\$170.68	\$391.38	\$31,119.47
May, 2005	\$168.56	\$393.50	\$30,725.97
Jun, 2005	\$166.43	\$395.63	\$30,330.34

Amortization Schedule Calculator

Jul, 2005	\$164.29	\$397.77	\$29,932.57
Aug, 2005	\$162.13	\$399.93	\$29,532.64
Sep, 2005	\$159.97	\$402.09	\$29,130.54
Oct, 2005	\$157.79	\$404.27	\$28,726.27
Nov, 2005	\$155.60	\$406.46	\$28,319.81
Dec, 2005	\$153.40	\$408.66	\$27,911.15
Jan, 2006	\$151.19	\$410.88	\$27,500.27
Feb, 2006	\$148.96	\$413.10	\$27,087.17
Mar, 2006	\$146.72	\$415.34	\$26,671.83
Apr, 2006	\$144.47	\$417.59	\$26,254.24
May, 2006	\$142.21	\$419.85	\$25,834.38
Jun, 2006	\$139.94	\$422.13	\$25,412.26
Jul, 2006	\$137.65	\$424.41	\$24,987.84
Aug, 2006	\$135.35	\$426.71	\$24,561.13
Sep, 2006	\$133.04	\$429.02	\$24,132.11
Oct, 2006	\$130.72	\$431.35	\$23,700.76
Nov, 2006	\$128.38	\$433.68	\$23,267.08
Dec, 2006	\$126.03	\$436.03	\$22,831.05
Jan, 2007	\$123.67	\$438.39	\$22,392.65
Feb, 2007	\$121.29	\$440.77	\$21,951.88
Mar, 2007	\$118.91	\$443.16	\$21,508.73
Apr, 2007	\$116.51	\$445.56	\$21,063.17
May, 2007	\$114.09	\$447.97	\$20,615.20
Jun, 2007	\$111.67	\$450.40	\$20,164.80
Jul, 2007	\$109.23	\$452.84	\$19,711.97
Aug, 2007	\$106.77	\$455.29	\$19,256.68
Sep, 2007	\$104.31	\$457.76	\$18,798.92
Oct, 2007	\$101.83	\$460.23	\$18,338.69
Nov, 2007	\$99.33	\$462.73	\$17,875.96
Dec, 2007	\$96.83	\$465.23	\$17,410.73
Jan, 2008	\$94.31	\$467.75	\$16,942.97
Feb, 2008	\$91.77	\$470.29	\$16,472.68
Mar, 2008	\$89.23	\$472.84	\$15,999.85
Apr, 2008	\$86.67	\$475.40	\$15,524.45
May, 2008	\$84.09	\$477.97	\$15,046.48
Jun, 2008	\$81.50	\$480.56	\$14,565.92
Jul, 2008	\$78.90	\$483.16	\$14,082.75

Amortization Schedule Calculator

Aug, 2008	\$76.28	\$485.78	\$13,596.97
Sep, 2008	\$73.65	\$488.41	\$13,108.56
Oct, 2008	\$71.00	\$491.06	\$12,617.50
Nov, 2008	\$68.34	\$493.72	\$12,123.79
Dec, 2008	\$65.67	\$496.39	\$11,627.39
Jan, 2009	\$62.98	\$499.08	\$11,128.31
Feb, 2009	\$60.28	\$501.78	\$10,626.53
Mar, 2009	\$57.56	\$504.50	\$10,122.03
Apr, 2009	\$54.83	\$507.23	\$9,614.79
May, 2009	\$52.08	\$509.98	\$9,104.81
Jun, 2009	\$49.32	\$512.74	\$8,592.06
Jul, 2009	\$46.54	\$515.52	\$8,076.54
Aug, 2009	\$43.75	\$518.31	\$7,558.23
Sep, 2009	\$40.94	\$521.12	\$7,037.11
Oct, 2009	\$38.12	\$523.94	\$6,513.16
Nov, 2009	\$35.28	\$526.78	\$5,986.38
Dec, 2009	\$32.43	\$529.64	\$5,456.74
Jan, 2010	\$29.56	\$532.51	\$4,924.24
Feb, 2010	\$26.67	\$535.39	\$4,388.85
Mar, 2010	\$23.77	\$538.29	\$3,850.56
Apr, 2010	\$20.86	\$541.21	\$3,309.35
May, 2010	\$17.93	\$544.14	\$2,765.22
Jun, 2010	\$14.98	\$547.08	\$2,218.13
Jul, 2010	\$12.01	\$550.05	\$1,668.08
Aug, 2010	\$9.04	\$553.03	\$1,115.06
Sep, 2010	\$6.04	\$556.02	\$559.03
Oct, 2010	\$3.03	\$559.03	\$0.00

Add Amortization Schedule Calculator to your website!

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

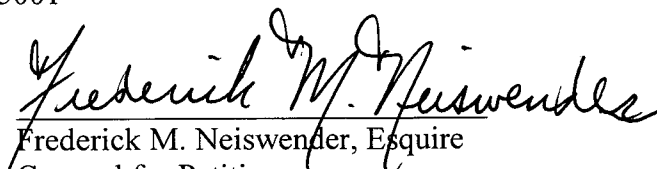
ABN AMRO MORTGAGE GROUP, INC., :
Plaintiff, :
vs. : No. 2007-1341-CD
ANDREW G. BATCHO, JR., :
KERRIE A. BATCHO, :
Defendants. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Petition for Stay of Execution was made upon ABN AMRO Mortgage Group, Inc., by mailing, first class, postage prepaid, a true copy to the office of their attorneys of record, Phelan Hallinan & Schmieg, LLP and upon Andrew G. Batcho, Jr. and Kerrie A. Batcho by mailing, first class, postage prepaid, a true copy on May 1, 2008, at the following addresses:

Phelan Hallinan & Schmeig, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, Pennsylvania 19103-1814

Andrew G. Batcho, Jr. & Kerrie A. Batcho
P.O. Box 531
Aliquippa, PA 15001


Frederick M. Neiswender, Esquire
Counsel for Petitioners

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830

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

ABN AMRO MORTGAGE GROUP, INC.,
Plaintiff,

vs.

ANDREW G. BATCHO, JR.,
KERRIE A. BATCHO,

Defendants.

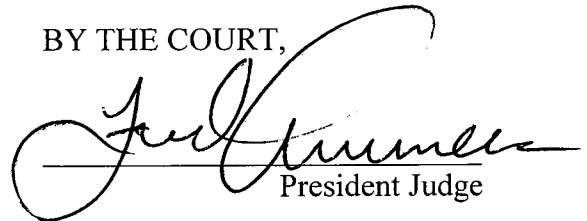
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No. 2007-1341-CD

ORDER

NOW, this 1 day of May 2008, upon consideration of Petitioner's Petition for Stay of Execution, it is the ORDER of this Court that the Petition be and is hereby GRANTED. The Sheriff's Sale scheduled for Friday, May 2, 2008 is stayed and the Writ of Execution issued in this matter is set aside until further order of this Court.

BY THE COURT,


President Judge

FILED 4CC

01/31/08
MAY 01 2008

Atty Neiswender
(will serve)

William A. Shaw
Prothonotary/Clerk of Courts

(612)

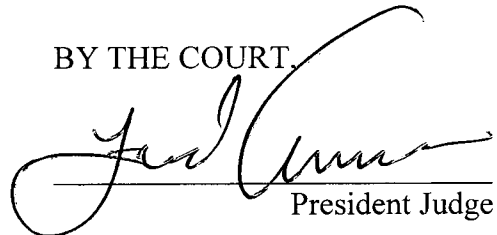
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ABN AMRO MORTGAGE GROUP, INC., :
Plaintiff, :
vs. : No. 2007-1341-CD
ANDREW G. BATCHO, JR., :
KERRIE A. BATCHO, :
Defendants. :

RULE RETURNABLE

NOW, this 1 day of May 2008, upon consideration of Petitioner's Petition for Stay of Execution, a Rule is hereby issued upon the Plaintiff, ABN AMRO Mortgage Group, Inc., to show cause why the Petition should not be granted. Rule Returnable for Answer by the Plaintiff and hearing on said Petition to be held on the 4th day of June, 2008, at 3:15 o'clock P. m. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT.


President Judge

FILED 400
013:50/601
MAY 05 2008

Any Neiswender
(62)

William A. Shaw
Prothonotary/Clerk of Courts

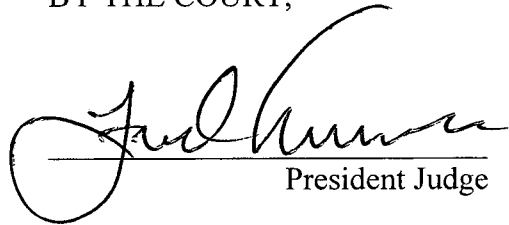
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ABN AMRO MORTGAGE GROUP, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-1341-CD
	:	
ANDREW G. BATCHO, JR.,	:	
KERRIE A. BATCHO,	:	
Defendants.	:	

RULE RETURNABLE

NOW, this 1 day of May 2008, upon consideration of Petitioners' Petition to Intervene, a Rule is hereby issued upon the Plaintiffs and Defendants, to show cause why the Petitioner should not be granted. Rule Returnable for Answer by the Plaintiffs and Defendants and hearing on said Petition to be held on the 4th day of June, 2008, at 3:15 o'clock P. m. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT,


President Judge

FILED 400
013:52/214 Amy Neiswender
MAY 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

(64)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

ABN Amro Mortgage Group, Inc.	:	Court of Common Pleas
	:	Clearfield County
v.	:	Civil Division
	:	
Andrew G. Batcho, Jr.	:	
Kerrie A. Batcho	:	No. 07-1341-CD

ORDER

AND NOW this day of , 2008, upon consideration of Petition of Randy Caldwell and Christine Caldwell to Intervene and Plaintiff's Response thereto it is hereby:

ORDERED AND DECREED that Petition of Randy Caldwell and Christine Caldwell to Intervene is DENIED and DISMISSED with prejudice.

BY THE COURT:

J.

FILED

JUN 24 2008

W.A.S.

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, ESQUIRE
Identification No. 202331
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN Amro Mortgage Group, Inc.

v.

Andrew G. Batcho, Jr.
Kerrie A. Batcho

Court of Common Pleas
Clearfield County
Civil Division

No. 07-1341-CD

**PLAINTIFF'S RESPONSE TO PETITION OF RANDY CALDWELL AND CHRISTINE
CALDWELL TO INTERVENE**

AND COMES NOW, Plaintiff, ABN Amro Mortgage Group, Inc., by and through its attorneys, Phelan Hallinan & Schmieg, LLP, and files this Response to Petition of Randy Caldwell and Christine Caldwell to Intervene and in support thereof avers as follows:

1. Denied as stated. The Plaintiff is ABN Amro Mortgage Group, Inc. (hereinafter "Plaintiff") which filed the instant action on August 20, 2007 due to Defendants' Andrew G. Batcho, Jr. and Kerrie A. Batcho's (hereinafter "Defendants") default upon the terms of the Mortgage executed in favor of Plaintiff on the property located at 425 Locust Street, Curwensville, PA 16833 (hereinafter "Subject Premises") on September 24, 1999. The Mortgage was recorded on September 29, 1999 at Instrument No. 199916228. Plaintiff filed its

Complaint in Mortgage Foreclosure against Defendants. A true and correct copy of the Complaint is attached hereto, made part hereof and marked as Exhibit A. On September 12, 2007 the Defendants were served with the Complaint at 123 Ridge Avenue, Curwensville, PA 16833. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof and marked as Exhibit B. On October 16, 2007, Plaintiff sent its Notice of Intent to Enter Default Judgment pursuant to Pa.R.C.P. 237.1 to 123 Ridge Avenue, Curwensville, PA 16833. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit C. On December 27, 2007 a default judgment was entered in favor of Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint. A true and correct copy of the Praecipe for Default Judgment is attached hereto made part hereof and marked as Exhibit D. A Writ of Execution was issued and the Subject Premises was set to be exposed at the March 7, 2008 Sheriff's Sale. However, the Sheriff's Sale for March 7, 2008 was postponed to May 2, 2008 due to the fact that Plaintiff was unable to serve the Defendants with the Notice of Sheriff's Sale within the requisite time period pursuant to the Pennsylvania Rules of Civil Procedure. On or around March 17, 2008, Plaintiff filed its Motion for Special Service in order to effectuate the Notice of Sheriff's Sale in the instant action. On March 19, 2008, Plaintiff's Motion for Special Service was granted in which Plaintiff was able to effectuate the Notice of Sale by sending the Notice of Sale by certified mail and regular mail to 425 Locust Street, Curwensville, PA 16833, 123 Ridge Avenue, Curwensville, PA 16833, P.O. Box 264, Curwensville, PA 16833, P.O. Box 531, Aliquippa, PA 15011 and Batcho Office Systems, 115 E. Market Street, Clearfield, PA 16830. A true and correct copy of the Order granting Plaintiff's Motion for Special Service is attached hereto, made part hereof and marked as Exhibit E. The Subject Premises was set to be exposed at the May 2, 2008 Sheriff's Sale. On March 20, 2008

the Notice of Sheriff's Sale for May 2, 2008 was sent pursuant to the March 19, 2008 Order. A true and correct copy of the Affidavit of Service of the Notice of Sheriff's Sale for May 2, 2008 is attached hereto, made part hereof and marked as Exhibit F. Unbeknownst to Plaintiff the Petitioners, Randy Caldwell and Christine Caldwell filed an Emergency Motion to Stay the May 2, 2008 Sheriff's Sale without notice to Plaintiff. The Motion was granted on May 1, 2008.

2. Denied as stated. Plaintiff's last known address for Defendants is 123 Ridge Avenue, Curwensville, PA 16833.

3. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph three (3).

4. Admitted.

5. Denied. The averments contained in paragraph five (5) refer to a document in writing which speaks for itself therefore no characterization thereof is required.

7. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph seven (7).

8. Denied. The Defendants failed to make payments on the Mortgage and the Mortgage remains due and owing for the May 1, 2007 Mortgage payment and each month thereafter.

9-10. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraphs nine (9) through ten (10).

11. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph eleven (11). By way of

further response, the Mortgage is in default because monthly payments of principal and interest upon said Mortgage due May 1, 2007 and each month thereafter are due and unpaid.

12. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph twelve (12). By way of further response, the Petitioners are not real owners or mortgagors to the instant action.

13. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph thirteen (13).

14. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph fifteen (15).

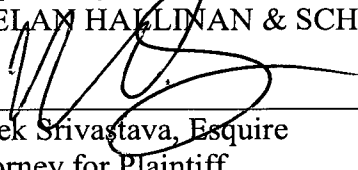
15. Denied. The Petitioners are not real owners or mortgagors. By way of further response, the Petitioners are not proper parties to the Mortgage Foreclosure action and should not be allowed to intervene in this action. By way of further response, under Pennsylvania Rule of Civil Procedure 2327, Petitioners do not meet the requirements to intervene in this Mortgage Foreclosure action. By way of further response, Petitioners have failed to set forth any meritorious arguments to stay the Mortgage Foreclosure action. By way of further response, Plaintiff refers to its response in paragraph one (1), above. By way of further response, Plaintiff refers to its attached Brief.

16. Denied. The averments contained in paragraph sixteen (16) are denied as conclusions of law to which no response is necessary.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss the Petition of Randy Caldwell and Christine Caldwell to Intervene with prejudice.

Respectfully submitted:
PHELAN HALLINAN & SCHMIEG, LLP

BY:



Vivek Srivastava, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, ESQUIRE
Identification No. 202331
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN Amro Mortgage Group, Inc.

v.

Andrew G. Batcho, Jr.
Kerrie A. Batcho

Court of Common Pleas
Clearfield County
Civil Division

No. 07-1341-CD

**PLAINTIFF'S BRIEF IN SUPPORT OF ITS RESPONSE TO PETITION OF RANDY
CALDWELL AND CHRISTINE CALDWELL TO INTERVENE**

I. PROCEDURAL HISTORY

The Plaintiff is ABN Amro Mortgage Group, Inc. (hereinafter "Plaintiff") which filed the instant action on August 20, 2007 due to Defendants' Andrew G. Batcho, Jr. and Kerrie A. Batcho's (hereinafter "Defendants") default upon the terms of the Mortgage executed in favor of Plaintiff on the property located at 425 Locust Street, Curwensville, PA 16833 (hereinafter "Subject Premises") on September 24, 1999. The Mortgage was recorded on September 29, 1999 at Instrument No. 199916228. Plaintiff filed its Complaint in Mortgage Foreclosure against Defendants. A true and correct copy of the Complaint is attached hereto, made part hereof and marked as Exhibit A. On September 12, 2007 the Defendants were served with the

Complaint at 123 Ridge Avenue, Curwensville, PA 16833. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof and marked as Exhibit B. On October 16, 2007, Plaintiff sent its Notice of Intent to Enter Default Judgment pursuant to Pa.R.C.P. 237.1 to 123 Ridge Avenue, Curwensville, PA 16833. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit C. On December 27, 2007 a default judgment was entered in favor of Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint. A true and correct copy of the Praecipe for Default Judgment is attached hereto made part hereof and marked as Exhibit D. A Writ of Execution was issued and the Subject Premises was set to be exposed at the March 7, 2008 Sheriff's Sale. However, the Sheriff's Sale for March 7, 2008 was postponed to May 2, 2008 due to the fact that Plaintiff was unable to serve the Defendants with the Notice of Sheriff's Sale within the requisite time period pursuant to the Pennsylvania Rules of Civil Procedure. On or around March 17, 2008, Plaintiff filed its Motion for Special Service in order to effectuate the Notice of Sheriff's Sale in the instant action. On March 19, 2008, Plaintiff's Motion for Special Service was granted in which Plaintiff was able to effectuate the Notice of Sale by sending the Notice of Sale by certified mail and regular mail to 425 Locust Street, Curwensville, PA 16833, 123 Ridge Avenue, Curwensville, PA 16833, P.O. Box 264, Curwensville, PA 16833, P.O. Box 531, Aliquippa, PA 15011 and Batcho Office Systems, 115 E. Market Street, Clearfield, PA 16830. A true and correct copy of the Order granting Plaintiff's Motion for Special Service is attached hereto, made part hereof and marked as Exhibit E. The Subject Premises was set to be exposed at the May 2, 2008 Sheriff's Sale. On March 20, 2008 the Notice of Sheriff's Sale for May 2, 2008 was sent pursuant to the March 19, 2008 Order. A true and correct copy of the Affidavit of Service of the Notice of Sheriff's Sale for May 2, 2008 is attached hereto, made part hereof and marked as

Exhibit F. Unbeknownst to Plaintiff the Petitioners, Randy Caldwell and Christine Caldwell filed an Emergency Motion to Stay the May 2, 2008 Sheriff's Sale without notice to Plaintiff. The Motion was granted on May 1, 2008.

II. LEGAL AUTHORITY

Rule 1141. Definition. Conformity to Civil Action. "(a) As used in this chapter, "action" means an action to foreclose a mortgage upon any estate, leasehold or interest in land, or upon both personal property and an estate, leasehold or interest in land pursuant to Section 9604(a) of the Uniform Commercial Code, but shall not include an action to enforce a personal liability. (b) Except as otherwise provided in this chapter, the procedure in the action shall be in accordance with the rules relating to a civil action." *Pa. R.C.P. 1141.*

Rule 1144. Parties. "(a) The plaintiff shall name as defendants (1) the mortgagor; (2) the personal representative, heir or devisee of a deceased mortgagor, if known; and (3) the real owner of the property, or if the real owner is unknown, the grantee in the last recorded deed." *Pa. R.C.P. 1144.*

Rule 2327. Who May Intervene. "At any time during the pendency of an action, a person not a party thereto shall be permitted to intervene therein, subject to these rules if (1) the entry of a judgment in such action or the satisfaction of such judgment will impose any liability upon such person to indemnify in whole or in part the party against whom judgment may be entered; or (2) such person is so situated as to be adversely affected by a distribution or other disposition of property in the custody of the court or an officer thereof; or (3) such person could have joined as an original party in the action or could have been joined therein; or (4) the determination of such action may affect any legally enforceable interest of such person whether or not such person may be bound by a judgment in the action." *Pa. R.C.P. 2327.*

III. ARGUMENT

Petitioners simply allege that they are the equitable owner of the Subject Premises.

However, Petitioners are neither mortgagors nor a real owners of the Subject Premises. Further, there is no privity of contract between the Plaintiff and the Petitioners, and the Petitioners do not have standing to bring this Petition nor to intervene in this Mortgage Foreclosure Action. Under Pa.R.C.P. 1144 Plaintiff properly named the Defendants, Andrew G. Batcho, Jr. and Kerrie A. Batcho as the proper parties in this action because they are the mortgagors and real owners.

Pa.R.C.P. 2327 governs intervention by a non-party. Under Pa.R.C.P. 2327, Petitioners could not

have been an original party to this Mortgage Foreclosure Action because they are not mortgagors nor real owners under Pa.R.C.P. 1144. Therefore, Plaintiff submits that there is not enough evidence for the Petitioners to intervene in this Mortgage Foreclosure Action. Further, even if Petitioners' allegations are true there are no grounds warranting staying the Sheriff Sale.

Even if the Court entertains Petitioners' Petition to Intervene in this Mortgage Foreclosure Action, under Pa.R.C.P. 3121 this Honorable Court should not stay the Sheriff Sale because Petitioners have not given any meritorious or equitable grounds to stay the Sheriff Sale. Petitioners simply allege that they are equitable owners of the Subject Premises. Plaintiff submits that there are no legal grounds or equitable grounds to intervene in the instant action. Petitioners are neither mortgagors nor real owners under Pa.R.C.P. 1144. Further, Petitioners do not have privity of contract with the Plaintiff and therefore Plaintiff is not bound by any terms of the mortgage to deal with the Petitioners. Therefore Plaintiff submits the Petition to Intervene is improper Pa.R.C.P. 1144, and furthermore they are not proper parties to intervene under Pa.R.C.P. 2327.

The Petition to Intervene should be denied for four reasons. First, the Petitioners are not an indispensable party to the instant action. Second, the form of relief sought in the Petition is not available in this action. Third, the Petitioners do not meet the requirements of a party who may intervene. Fourth, the Petition was brought too late because the issue in this action has already been adjudicated. The Petitioners are not an indispensable party to the action. The Court is not required to permit the Petitioners to intervene because they are not an indispensable party to the action.

Regardless of his potential status under any purchasing agreement, the Petitioners are not currently an owner of the property, a mortgagor, or a mortgagee, and thus does not "own" a right or interest related to the claim. Petitioners must be well aware that any conceivable interest in

the property would be subject to the mortgage, and the instant foreclosure action is a legitimate form of relief under that mortgage.

The Petitioners are not required to be joined as an indispensable party because they do not own a right or interest related to the claim, at the very most the nature of his interest is that of a prospective purchaser subject to the instant foreclosure action, their interest is not essential to the merits of the foreclosure action, and the foreclosure action can be adjudicated without abridging the due process rights of the petitioners. The court is not required to permit the Petitioners to intervene because the type of relief he is seeking is not appropriate or permissible under the rule governing this action.

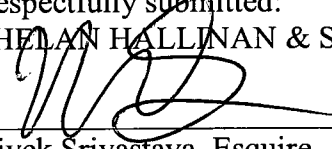
IV. CONCLUSION

The Petitioners have therefore filed their Petition to Intervene to cause delay and further hinder this Mortgage Foreclosure Action. Further, Petitioners' allegations are without merit. Therefore the Court should deny the Petition to Intervene.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss the Petition of Randy Caldwell and Christine Caldwell to Intervene with prejudice.

Respectfully submitted:
PHELAN HALLINAN & SCHMIEG, LLP

BY:



Vivek Srivastava, Esquire
Attorney for Plaintiff

EXHIBIT “A”

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

160134

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff

v.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 071341-CD

CLEARFIELD COUNTY

ATTORNEY FILE COPY
PLEASE RETURN

File #: 160134

We hereby certify the
within to be a true and
correct copy of the
original filed of record

FILED
AUG 20 2007
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
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160134

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff

v.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after 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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

2. The name(s) and last known address(es) of the Defendant(s) are:

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 09/24/1999 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 199916228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$31,696.18
Interest	\$860.41
04/01/2007 through 08/17/2007 (Per Diem \$6.19)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$113.90
09/24/1999 to 08/17/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$34,470.49
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$34,470.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,470.49, together with interest from 08/17/2007 at the rate of \$6.19 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP



By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those pieces or parcels of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith; thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, fifty (50) feet to a post; thence North fifty-eight (58) degrees West one hundred fifty (150) feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December, 1895; thence South fifty-eight (58) degrees East along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, South thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot, South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear Tax Parcel I. D. No. 6-2-19-293-19.

BEING the same premises conveyed to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, from Andrew G. Batcho and Linda L. Batcho, husband and wife, and Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated December 6, 1996, said deed being recorded at Clearfield County in Volume 1808, Page 531.

PREMISES BEING: 425 LOCUST STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written in black ink.

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113

NO: 07-1341-CD

SERVICE # 4 OF 4

COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

vs.

DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

SHERIFF RETURN

NOW, September 12, 2007 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KERRIE A. BATCHO DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRI BATCHO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113
NO: 07-1341-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

VS.
DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

COPY

SHERIFF RETURN

NOW, September 12, 2007 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANDREW G. BATCHO JR. DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRIE BATCHO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

EXHIBIT C

PHELAN HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

Vs.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-1341-CD

TO: KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

FILE COPY

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

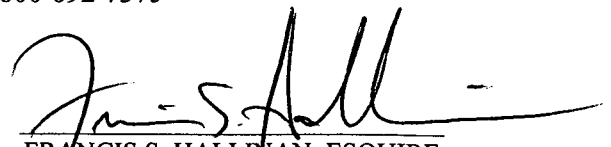
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

• PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

: NO. 07-1341-CD

Defendants

FILE COPY

TO: ANDREW G. BATCHO, JR.
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

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.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

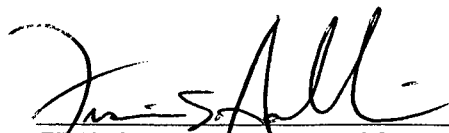

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

EXHIBIT D

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

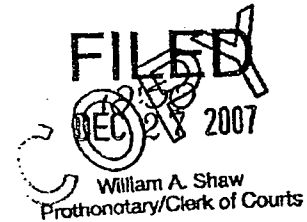
One Penn Center at Suburban Station - Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff



ABN AMRO MORTGAGE GROUP, INC.

7159 CORKLAN DRIVE

JACKSONVILLE, FL 32258-4455

Plaintiff,

v.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

123 RIDGE AVENUE

CURWENSVILLE, PA 16833

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 07-1341-CD

PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against ANDREW G. BATCHO, JR. and KERRIE A. BATCHO, Defendant(s) 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 the Complaint	\$ 34,470.49
Interest - 08/18/07 TO 12/26/07	\$810.89
TOTAL	<u>\$ 35,281.38</u>

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 12/27/07

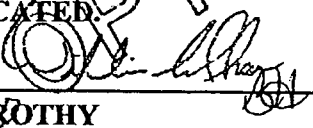

PROTHONOTARY

EXHIBIT E

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CIVIL DIVISION

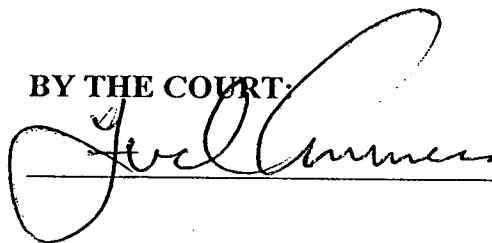
NO. 07-1341-CD

ORDER

AND NOW, this 19th day of March, 2008, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **ANDREW G. BATCHO, JR.** and **KERRIE A. BATCHO**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001. and **BATCHO OFFICE SYSTEMS**, 115 E. Market Street, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

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

MAR 19 2008

Attest.

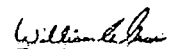

Prothonotary/
Clerk of Courts

EXHIBIT F

PHELAN HALLINAN & SCHMIEG, LLP

FILE COPY

Suite 1400
One Penn Center Plaza
Philadelphia, PA 19102-1799
Phone (215)563-7000
Fax (215)563-5534

Pat Wilkins
Legal Assistant

Representing Lenders in
Pennsylvania and New Jersey

April 7, 2008

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE

RE: ABN AMRO MORTGAGE GROUP, INC.
vs. ANDREW G. BATCHO, JR. & KERRIE A. BATCHO
No.: 07-1341-CD

Dear Sir/Madame:

Enclosed is an Affidavit of Service for the above captioned matter for filing with your office. We have forwarded copies of same to the sheriff.

Thank you for your cooperation.

Sincerely,

Pat Wilkins

cc: Sheriff of CLEARFIELD County

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendant(s).

:
:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 07-1341-CD
:
:

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **ANDREW G. BATCHO, JR. & KERRIE A. BATCHO** on **MARCH 28, 2008** at **425 LOCUST STREET, CURWENSVILLE, PA 16833 & 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 & P.O. BOX 264, CURWENSVILLE, PA 16833 & P.O. BOX 531, ALIQUIPPA, PA 15001 & BATCHO OFFICE SYSTEMS, 115 E. MARKET STREET, CLEARFIELD, PA 16830** in accordance with the Order of Court dated **MARCH 19, 2008**.

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

Dated: April 7, 2008

By:  **PHELAN HALLINAN & SCHMIEG, LLP**
DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CIVIL DIVISION

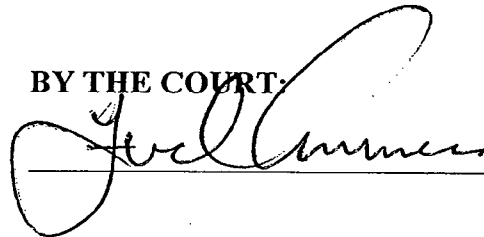
NO. 07-1341-CD

ORDER

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Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103


ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

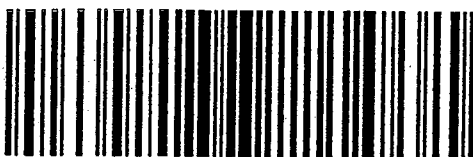
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 19 2008

Attest.




Prothonotary/
Clerk of Courts



7178 2417 6099 0002 3288

4 / PAW
ANDREW G. BATCHO, JR
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 3288

Detailed Results:

- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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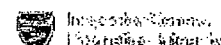
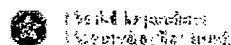
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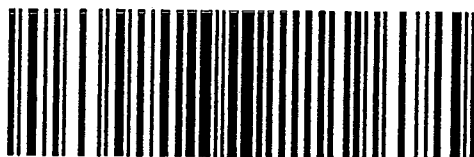
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7178 2417 6099 0002 3271

4 / PAW
ANDREW G. BATCHO, JR
123 RIDGE AVE
CURWENSVILLE, PA 16833-0000

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-- fold here (6x9)

--fold here (regular)

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- Notice Left, April 02, 2008, 9:56 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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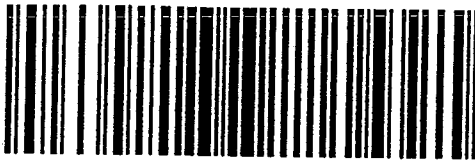
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ANDREW G. BATCHO, JR
P.O. BOX 264
CURWENSVILLE, PA 16833-0000

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--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3295

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- Unclaimed, April 04, 2008, 11:30 am, PHILADELPHIA, PA
- Arrival at Unit, April 03, 2008, 6:43 am, PHILADELPHIA, PA 19104
- No Such Number, March 31, 2008, 8:33 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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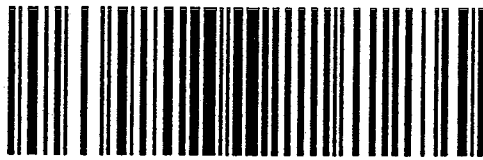
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ANDREW G. BATCHO, JR
P.O. BOX 531
ALQUIPPA, PA 15001-0000

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-- fold here (6x9)

--fold here (regular)

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- Notice Left, March 31, 2008, 8:51 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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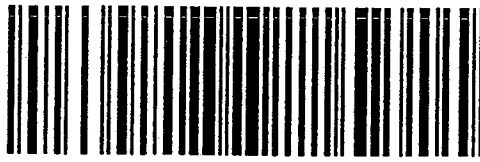
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ANDREW G. BATCHO, JR
BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830-0000

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-- fold here (6x9)

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Label/Receipt Number: 7178 2417 6099 0002 9358

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- Delivered, March 31, 2008, 3:07 pm, CLEARFIELD, PA 16830
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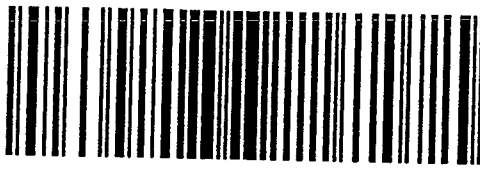
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4 / PAW
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

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-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3318

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- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
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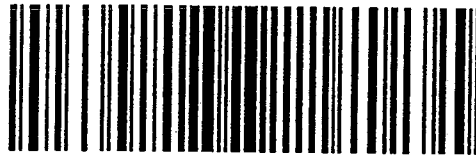
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KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833-0000

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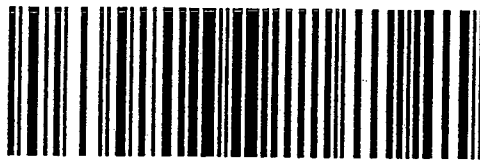
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CURWENSVILLE, PA 16833-0000

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-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 3332

Detailed Results:

- Unclaimed, April 04, 2008, 11:30 am, PHILADELPHIA, PA
- Arrival at Unit, April 03, 2008, 6:43 am, PHILADELPHIA, PA 19104
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- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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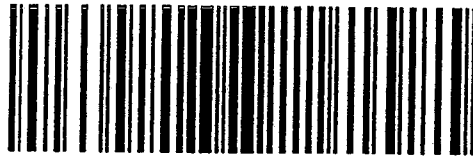
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4 / PAW
KERRIE A. BATCHO
P.O. BOX 531
ALIQUIPPA, PA 15001-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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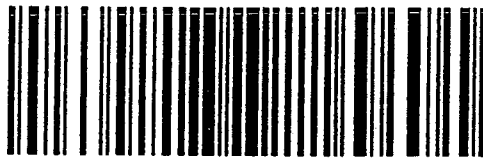
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I believe in the power of
the United States Postal ServiceInspector General
Katherine A. Neenan



7178 2417 6099 0002 9365

4 / PAW
KERRIE A. BATCHO
BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



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Search Results

Label/Receipt Number: 7178 2417 6099 0002 9365
Detailed Results:

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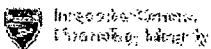
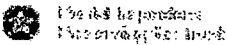
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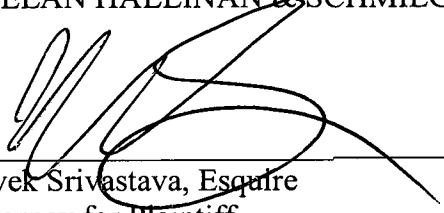
VERIFICATION

Vivek Srivastava, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Response to Petition of Randy Caldwell and Christine Caldwell to Intervene are true and correct to the best of his knowledge, information and belief.

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

PHELAN HALLINAN & SCHMIEG, LLP

BY:



Vivek Srivastava, Esquire
Attorney for Plaintiff

Date:

06/03/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

ABN Amro Mortgage Group, Inc.	:	Court of Common Pleas
	:	Clearfield County
v.	:	Civil Division
	:	
Andrew G. Batcho, Jr.	:	
Kerrie A. Batcho	:	No. 07-1341-CD

ORDER

—

AND NOW this day of , 2008, upon consideration of Petition of Randy Caldwell and Christine Caldwell for Stay of Execution and Plaintiff's Response thereto it is hereby:

ORDERED AND DECREED that Petition of Randy Caldwell and Christine Caldwell for Stay of Execution is DENIED and DISMISSED with prejudice.

The Stay imposed on May 1, 2008 is hereby lifted and Plaintiff may move forward and issue a Writ of Execution and schedule a Sheriff's Sale.

BY THE COURT:

J.

FILED ^{NO CC}
m/2:18/01
JUN 04 2008
D-4 William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, ESQUIRE
Identification No. 202331
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN Amro Mortgage Group, Inc. :

Court of Common Pleas
Clearfield County
Civil Division

v. :

Andrew G. Batcho, Jr. :
Kerrie A. Batcho :

No. 07-1341-CD

PLAINTIFF'S RESPONSE TO PETITION OF RANDY CALDWELL AND CHRISTINE CALDWELL FOR STAY OF EXECUTION

AND COMES NOW, Plaintiff, ABN Amro Mortgage Group, Inc., by and through its attorneys, Phelan Hallinan & Schmieg, LLP, and files this Response to Petition of Randy Caldwell and Christine Caldwell for Stay of Execution and in support thereof avers as follows:

1. Denied as stated. The Plaintiff is ABN Amro Mortgage Group, Inc. (hereinafter "Plaintiff") which filed the instant action on August 20, 2007 due to Defendants' Andrew G. Batcho, Jr. and Kerrie A. Batcho's (hereinafter "Defendants") default upon the terms of the Mortgage executed in favor of Plaintiff on the property located at 425 Locust Street, Curwensville, PA 16833 (hereinafter "Subject Premises") on September 24, 1999. The Mortgage was recorded on September 29, 1999 at Instrument No. 199916228. Plaintiff filed its

Complaint in Mortgage Foreclosure against Defendants. A true and correct copy of the Complaint is attached hereto, made part hereof and marked as Exhibit A. On September 12, 2007 the Defendants were served with the Complaint at 123 Ridge Avenue, Curwensville, PA 16833. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof and marked as Exhibit B. On October 16, 2007, Plaintiff sent its Notice of Intent to Enter Default Judgment pursuant to Pa.R.C.P. 237.1 to 123 Ridge Avenue, Curwensville, PA 16833. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit C. On December 27, 2007 a default judgment was entered in favor of Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint. A true and correct copy of the Praecipe for Default Judgment is attached hereto made part hereof and marked as Exhibit D. A Writ of Execution was issued and the Subject Premises was set to be exposed at the March 7, 2008 Sheriff's Sale. However, the Sheriff's Sale for March 7, 2008 was postponed to May 2, 2008 due to the fact that Plaintiff was unable to serve the Defendants with the Notice of Sheriff's Sale within the requisite time period pursuant to the Pennsylvania Rules of Civil Procedure. On or around March 17, 2008, Plaintiff filed its Motion for Special Service in order to effectuate the Notice of Sheriff's Sale in the instant action. On March 19, 2008, Plaintiff's Motion for Special Service was granted in which Plaintiff was able to effectuate the Notice of Sale by sending the Notice of Sale by certified mail and regular mail to 425 Locust Street, Curwensville, PA 16833, 123 Ridge Avenue, Curwensville, PA 16833, P.O. Box 264, Curwensville, PA 16833, P.O. Box 531, Aliquippa, PA 15011 and Batcho Office Systems, 115 E. Market Street, Clearfield, PA 16830. A true and correct copy of the Order granting Plaintiff's Motion for Special Service is attached hereto, made part hereof and marked as Exhibit E. The Subject Premises was set to be exposed at the May 2, 2008 Sheriff's Sale. On March 20, 2008

the Notice of Sheriff's Sale for May 2, 2008 was sent pursuant to the March 19, 2008 Order. A true and correct copy of the Affidavit of Service of the Notice of Sheriff's Sale for May 2, 2008 is attached hereto, made part hereof and marked as Exhibit F. Unbeknownst to Plaintiff the Petitioners, Randy Caldwell and Christine Caldwell filed an Emergency Motion to Stay the May 2, 2008 Sheriff's Sale without notice to Plaintiff. The Motion was granted on May 1, 2008.

2. Denied as stated. Plaintiff's last known address for Defendants is 123 Ridge Avenue, Curwensville, PA 16833. Plaintiff hereby refers to its response to paragraph one (1), above.

3. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph three (3).

4. Admitted. Plaintiff hereby refers to its response to paragraph one (1), above.

5. Denied. The averments contained in paragraph five (5) refer to a document in writing which speaks for itself therefore no characterization thereof is required. By way of further response, the alleged agreement was a private agreement that was not approved by Plaintiff. The Subject Premises is subject to Plaintiff's Mortgage and the underlying Mortgage is in default. Plaintiff is executing its rights pursuant to the valid Mortgage it holds.

6. Denied. The averments contained in paragraph six (6) refer to a document in writing which speaks for itself therefore no characterization thereof is required. By way of further response, the alleged agreement was a private agreement that was not approved by Plaintiff. The Subject Premises is subject to Plaintiff's Mortgage and the underlying Mortgage is in default. Plaintiff is executing its rights pursuant to the valid Mortgage it holds.

7. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph seven (7).

8. Denied. The Defendants failed to make payments on the Mortgage and the Mortgage remains due and owing for the May 1, 2007 Mortgage payment and each month thereafter.

9-10. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraphs nine (9) through ten (10).

11. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph eleven (11). By way of further response, the Mortgage is in default because monthly payments of principal and interest upon said Mortgage due May 1, 2007 and each month thereafter are due and unpaid.

12. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph twelve (12). By way of further response, the Petitioners are not real owners or mortgagors and are not necessary parties to the instant action.

13. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph thirteen (13).

14. Denied. The Petitioners filed a ex parte Petition to Stay Sheriff's Sale which was granted on May 1, 2008.

15. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph fifteen (15). Defendants have the right to payoff the Mortgage loan up until one hour before the Sheriff's Sale.

16. Denied. The Petitioners are not real owners or mortgagors. By way of further response, the Petitioners are not proper parties to the Mortgage Foreclosure action and should not

be allowed to intervene in this action. By way of further response, under Pennsylvania Rule of Civil Procedure 2327, Petitioners do not meet the requirements to intervene in this Mortgage Foreclosure action. By way of further response, Petitioners have failed to set forth any meritorious arguments warranting any further stay on the Mortgage Foreclosure action. By way of further response, Plaintiff refers to its response in paragraph one (1), above.

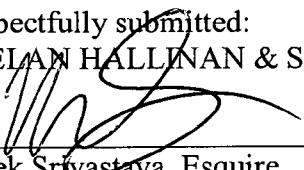
17. Admitted. By way of further response, Plaintiff refers to its responses to paragraphs one (1) through sixteen (16), above. Plaintiff incorporates its Response to the Petition to Intervene, which is attached hereto, made part hereof and marked as Exhibit G.

18. Denied. The averments contained in paragraph eighteen (18) are denied as conclusions of law to which no response is necessary. By way of further response, Plaintiff refers to its response in paragraph sixteen (16), above. Plaintiff is prejudiced by the stay as it continues to incur further losses and delay resulting from Defendants' failure to tender Mortgage payments in accordance with the terms of the Mortgage.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss the Petition of Randy Caldwell and Christine Caldwell for Stay of Execution with prejudice.

Respectfully submitted:
PHELAN HALLINAN & SCHMIEG, LLP

BY:



Vivek Srivastava, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, ESQUIRE
Identification No. 202331
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN Amro Mortgage Group, Inc. :

Court of Common Pleas
Clearfield County
Civil Division

v. :

Andrew G. Batcho, Jr. :
Kerrie A. Batcho :

No. 07-1341-CD

**PLAINTIFF'S BRIEF IN SUPPORT OF ITS RESPONSE TO PETITION OF RANDY
CALDWELL AND CHRISTINE CALDWELL FOR STAY OF EXECUTION**

I. PROCEDURAL HISTORY

The Plaintiff is ABN Amro Mortgage Group, Inc. (hereinafter "Plaintiff") which filed the instant action on August 20, 2007 due to Defendants' Andrew G. Batcho, Jr. and Kerrie A. Batcho's (hereinafter "Defendants") default upon the terms of the Mortgage executed in favor of Plaintiff on the property located at 425 Locust Street, Curwensville, PA 16833 (hereinafter "Subject Premises") on September 24, 1999. The Mortgage was recorded on September 29, 1999 at Instrument No. 199916228. Plaintiff filed its Complaint in Mortgage Foreclosure against Defendants. A true and correct copy of the Complaint is attached hereto, made part hereof and marked as Exhibit A. On September 12, 2007 the Defendants were served with the

Complaint at 123 Ridge Avenue, Curwensville, PA 16833. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof and marked as Exhibit B. On October 16, 2007, Plaintiff sent its Notice of Intent to Enter Default Judgment pursuant to Pa.R.C.P. 237.1 to 123 Ridge Avenue, Curwensville, PA 16833. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit C. On December 27, 2007 a default judgment was entered in favor of Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint. A true and correct copy of the Praecipe for Default Judgment is attached hereto made part hereof and marked as Exhibit D. A Writ of Execution was issued and the Subject Premises was set to be exposed at the March 7, 2008 Sheriff's Sale. However, the Sheriff's Sale for March 7, 2008 was postponed to May 2, 2008 due to the fact that Plaintiff was unable to serve the Defendants with the Notice of Sheriff's Sale within the requisite time period pursuant to the Pennsylvania Rules of Civil Procedure. On or around March 17, 2008, Plaintiff filed its Motion for Special Service in order to effectuate the Notice of Sheriff's Sale in the instant action. On March 19, 2008, Plaintiff's Motion for Special Service was granted in which Plaintiff was able to effectuate the Notice of Sale by sending the Notice of Sale by certified mail and regular mail to 425 Locust Street, Curwensville, PA 16833, 123 Ridge Avenue, Curwensville, PA 16833, P.O. Box 264, Curwensville, PA 16833, P.O. Box 531, Aliquippa, PA 15011 and Batcho Office Systems, 115 E. Market Street, Clearfield, PA 16830. A true and correct copy of the Order granting Plaintiff's Motion for Special Service is attached hereto, made part hereof and marked as Exhibit E. The Subject Premises was set to be exposed at the May 2, 2008 Sheriff's Sale. On March 20, 2008 the Notice of Sheriff's Sale for May 2, 2008 was sent pursuant to the March 19, 2008 Order. A true and correct copy of the Affidavit of Service of the Notice of Sheriff's Sale for May 2, 2008 is attached hereto, made part hereof and marked as

Exhibit F. Unbeknownst to Plaintiff the Petitioners, Randy Caldwell and Christine Caldwell filed an Emergency Motion to Stay the May 2, 2008 Sheriff's Sale without notice to Plaintiff. The Motion was granted on May 1, 2008.

II. ARGUMENT

Petitioners seek relief by staying the execution of Plaintiff's proper Mortgage Foreclosure Action. Pursuant to Pa.R.C.P. 3121:

upon the entry of bond with the prothonotary, by any person or party in interest, with security approved by the prothonotary, in the amount of plaintiff's judgment, including probable interest and costs, or in such lesser amount as the court may direct, naming the Commonwealth of Pennsylvania as obligee, and conditioned to pay the amount due within ninety (90) days of the entry of bond, unless the time for payment be further extended by the court;

Therefore, Plaintiff contends that Petitioners are attempting to stay the execution without posting the proper bond in order to stay Plaintiff's execution rights and further Petitioners have failed to set forth any meritorious reason to stay Plaintiff's writ of execution or any legal authority in support thereof. The purpose of the Petition is simply to delay the foreclosure. Petitioners' allegations are not grounds for staying the writ of execution. Petitioners may appear and bid at sale or pay Plaintiff in full prior to the Sheriff Sale.

III. CONCLUSION

The Petitioner filed their Petition to Stay Writ of Execution to cause delay and further hinder this Mortgage Foreclosure Action. Further, Petitioners' allegations are without merit. Therefore the Court should deny Petitioners' Petition to Stay Writ of Execution, lift the stay imposed on May 1, 2008 and permit Plaintiff to issue its Writ of Execution and list the Subject Premises for Sheriff's Sale.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss the Petition of Randy Caldwell and Christine Caldwell for Stay of Execution with prejudice.

Respectfully submitted:
PHELAN HALLINAN & SCHMIEG, LLP

BY:



Vivek Srivastava, Esquire
Attorney for Plaintiff

EXHIBIT A

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 _____ 160134

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff

v.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 071341-CD

CLEARFIELD COUNTY

ATTORNEY FILE COPY
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We hereby certify the
within to be a true and
correct copy of the
original filed of record

FILED
2006/20 2007

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 _____ 160134

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after 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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

2. The name(s) and last known address(es) of the Defendant(s) are:

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 09/24/1999 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 199916228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$31,696.18
Interest	\$860.41
04/01/2007 through 08/17/2007 (Per Diem \$6.19)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$113.90
09/24/1999 to 08/17/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$34,470.49
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$34,470.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,470.49, together with interest from 08/17/2007 at the rate of \$6.19 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP


By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those pieces or parcels of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith; thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, fifty (50) feet to a post; thence North fifty-eight (58) degrees West one hundred fifty (150) feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December, 1895; thence South fifty-eight (58) degrees East along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, South thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot, South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear Tax Parcel I. D. No. 6-2-19-293-19.

BEING the same premises conveyed to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, from Andrew G. Batcho and Linda L. Batcho, husband and wife, and Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated December 6, 1996, said deed being recorded at Clearfield County in Volume 1808, Page 531.

PREMISES BEING: 425 LOCUST STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written in black ink.

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113

NO: 07-1341-CD

SERVICE # 4 OF 4

COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

vs.

DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

SHERIFF RETURN

NOW, September 12, 2007 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KERRIE A. BATCHO DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRI BATCHO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113

NO: 07-1341-CD

SERVICE # 1 OF 4

COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

/S.

DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

COPY

SHERIFF RETURN

NOW, September 12, 2007 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANDREW G. BATCHO JR. DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRIE BATCHO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

EXHIBIT C

• • PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

Vs.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-1341-CD

TO: KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

FILE COPY

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

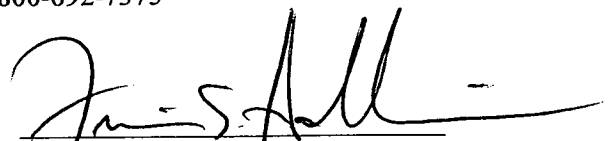
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

Vs.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-1341-CD

FILE COPY

TO: ANDREW G. BATCHO, JR.
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

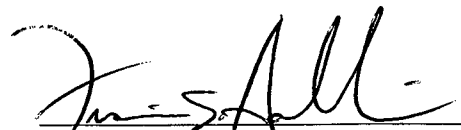

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

EXHIBIT D

EXHIBIT E

CP

100

CIVIL DIVISION

NO. 07-1341-CD

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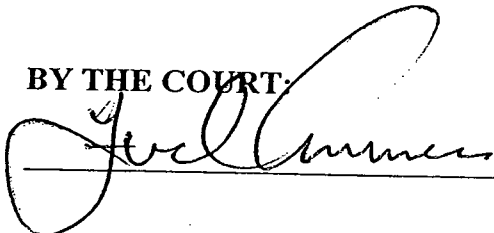
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Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

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

MAR 19 2008

Attest.



Prothonotary/
Clerk of Courts

EXHIBIT “F”

PHELAN HALLINAN & SCHMIEG, LLP

Suite 1400

One Penn Center Plaza

Philadelphia, PA 19102-1799

Phone (215)563-7000

Fax (215)563-5534

FILE COPY

Pat Wilkins
Legal Assistant

Representing Lenders in
Pennsylvania and New Jersey

April 7, 2008

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE

RE: ABN AMRO MORTGAGE GROUP, INC.
vs. ANDREW G. BATCHO, JR. & KERRIE A. BATCHO
No.: 07-1341-CD

Dear Sir/Madame:

Enclosed is an Affidavit of Service for the above captioned matter for filing with your office. We have forwarded copies of same to the sheriff.

Thank you for your cooperation.

Sincerely,

Pat Wilkins

cc: Sheriff of CLEARFIELD County

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendant(s).

:
:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 07-1341-CD
:
:


**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **ANDREW G. BATCHO, JR. & KERRIE A. BATCHO** on **MARCH 28, 2008** at **425 LOCUST STREET, CURWENSVILLE, PA 16833 & 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 & P.O. BOX 264, CURWENSVILLE, PA 16833 & P.O. BOX 531, ALIQUIPPA, PA 15001 & BATCHO OFFICE SYSTEMS, 115 E. MARKET STREET, CLEARFIELD, PA 16830** in accordance with the Order of Court dated **MARCH 19, 2008**.

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

PHELAN HALLINAN & SCHMIEG, LLP

By:


DANIEL G. SCHMIEG, ESQUIRE

Dated: April 7, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CIVIL DIVISION

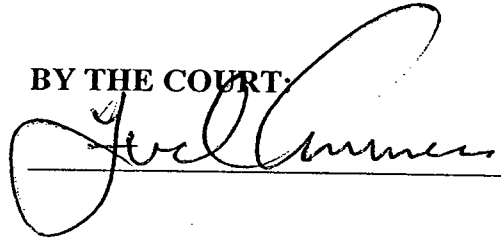
NO. 07-1341-CD

ORDER

AND NOW, this 19th day of March, 2008, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **ANDREW G. BATCHO, JR.** and **KERRIE A. BATCHO**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001. and **BATCHO OFFICE SYSTEMS**, 115 E. Market Street, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

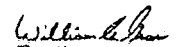
ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

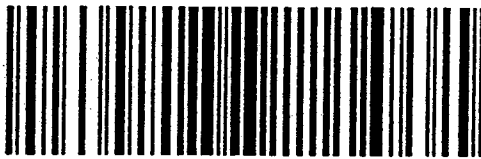
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 19 2008

Attest.




Prothonotary/
Clerk of Courts



7178 2417 6099 0002 3288

4 / PAW
ANDREW G. BATCHO, JR
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 3288

Detailed Results:

- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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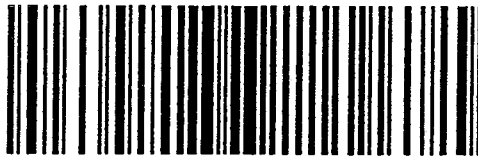
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United States Postal Service
Mission, Vision, ValuesIndependence, Integrity
Innovation, Accountability



7178 2417 6099 0002 3271

4 / PAW
ANDREW G. BATCHO, JR
123 RIDGE AVE
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3271

Detailed Results:

- Delivered, April 02, 2008, 10:29 am, ALIQUIPPA, PA 15001
- Notice Left, April 02, 2008, 9:56 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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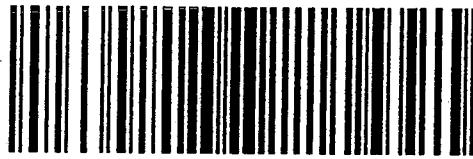
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Equal Opportunity
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We are honest, we are strong



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ANDREW G. BATCHO, JR
P.O. BOX 264
CURWENSVILLE, PA 16833-0000

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--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3295

Detailed Results:

- Unclaimed, April 04, 2008, 11:30 am, PHILADELPHIA, PA
- Arrival at Unit, April 03, 2008, 6:43 am, PHILADELPHIA, PA 19104
- No Such Number, March 31, 2008, 8:33 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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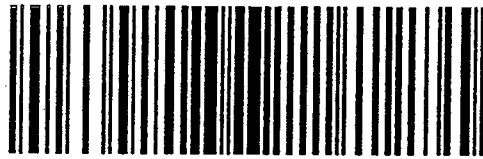
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The old is gone.
New is here.Inspection
Inspection



7178 2417 6099 0002 3301

4 / PAW
ANDREW G. BATCHO, JR
P.O. BOX 531
ALIQUIPPA, PA 15001-0000

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-- fold here (6x9)

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- Notice Left, March 31, 2008, 8:51 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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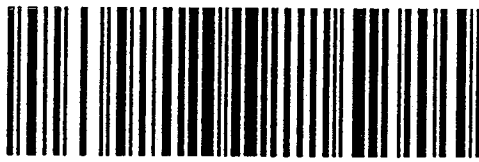
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United States Postal Service
Mission StatementUnited States Postal Service
Mission Statement



7178 2417 6099 0002 9358

4 / PAW
ANDREW G. BATCHO, JR
BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830-0000

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-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 9358

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- Delivered, March 31, 2008, 3:07 pm, CLEARFIELD, PA 16830
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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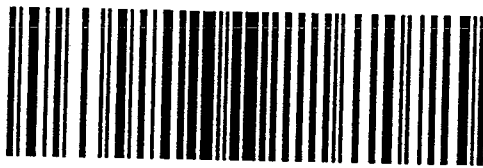
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Investigate Complaints, Preserve Integrity



7178 2417 6099 0002 3318

4 / PAW
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

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-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 3318

Detailed Results:

- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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Verify who signed for your item by email.

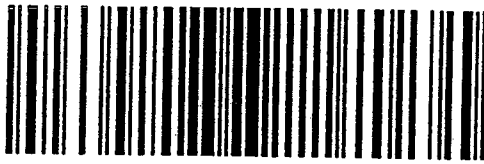
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FOIA

United States Postal Service
Eagle Brand®Innocent Bunnies
Eagle Brand®



7178 2417 6099 0002 3325

4 / PAW
KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 3325

Detailed Results:

- Delivered, April 02, 2008, 10:29 am, ALIQUIPPA, PA 15001
- Notice Left, April 02, 2008, 9:56 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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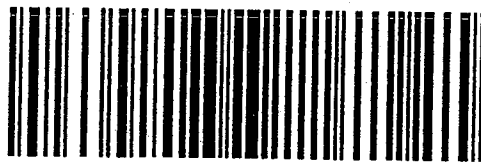
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- No Such Number, March 31, 2008, 8:33 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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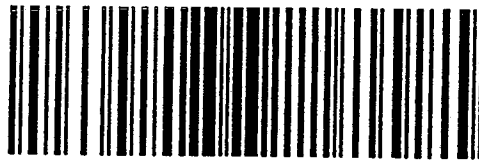
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- Notice Left, March 31, 2008, 8:51 am, ALIQUIPPA, PA 15001
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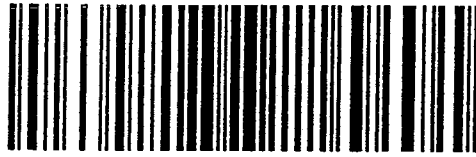
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BATCHO OFFICE SYSTEMS
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CLEARFIELD, PA 16830-0000

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-- fold here (6x9)

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EXHIBIT “G”



PHELAN
HALLINAN
SCHMIEG

Suite 1400
1617 JFK Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000
FAX: (215) 563-4491
Email: vivek.srivastava@fedphe.com

Vivek Srivastava, Esquire
Litigation Department

Representing Lenders in
Pennsylvania & New Jersey*

June 3, 2008

VIA OVERNIGHT MAIL

Office of the Prothonotary
Clearfield County Courthouse
PO Box 549
230 E. Market Street
Clearfield, PA 16830

Re: ABN Amro Mortgage Group, Inc. v. Andrew G. Batcho, Jr., et al.
Clearfield County, CCP, No. 07-1341-CD

Dear Sir/Madam:

Enclosed herewith please find for filing an original of Plaintiff's Response to Petition of Randy Caldwell and Christine Caldwell to Intervene, Brief in Support thereof, Proposed Order, attached documents and Certification of Service relative to the above referenced matter. Please return a time-stamped copy of the Response and Certification in the enclosed self-addressed, stamped envelope.

If you should have any questions or comment regarding this matter, please do not hesitate to contact me.

Very truly yours,

Vivek Srivastava, Esquire

VVS/bxf

Enclosures

cc: Frederick M. Neiswender, Esquire
Andrew G. Batcho, Jr.
Kerrie A. Batcho
The Honorable Fredric J. Ammerman
John R. Lhota, Esquire

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PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, ESQUIRE
Identification No. 202331
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN Amro Mortgage Group, Inc.

v.

Andrew G. Batcho, Jr.
Kerrie A. Batcho

Court of Common Pleas
Clearfield County
Civil Division

No. 07-1341-CD

CERTIFICATION OF SERVICE

I hereby certify a true and correct copy of the foregoing Response to Petition of Randy Caldwell and Christine Caldwell to Intervene, Brief in Support thereof, Proposed Order, and attached exhibits were served by regular mail on the date listed below on the following:

Frederick M. Neiswender, Esquire
Neiswender & Kubista
211½ North Second Street
Clearfield, PA 16830

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
425 Locust Street
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
P.O. Box 264
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
P.O. Box 531

Andrew G. Batcho, Jr.
Kerrie A. Batcho
Batcho Office Systems

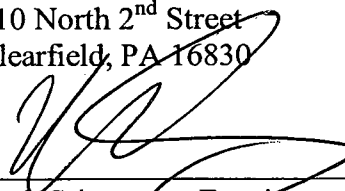
Aliquippa, PA 15011

The Honorable Fredric J. Ammerman
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DATE: 06/03/08

115 E. Market Street
Clearfield, PA 16830

John R. Lhota, Esquire
110 North 2nd Street
Clearfield, PA 16830



Vivek Srivastava, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

ABN Amro Mortgage Group, Inc.	:	Court of Common Pleas
	:	Clearfield County
v.	:	Civil Division
	:	
Andrew G. Batcho, Jr.	:	
Kerrie A. Batcho	:	No. 07-1341-CD

ORDER

AND NOW this day of , 2008, upon consideration of Petition of Randy Caldwell and Christine Caldwell to Intervene and Plaintiff's Response thereto it is hereby:

ORDERED AND DECREED that Petition of Randy Caldwell and Christine Caldwell to Intervene is DENIED and DISMISSED with prejudice.

BY THE COURT:

J.

PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, ESQUIRE
Identification No. 202331
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN Amro Mortgage Group, Inc.

v.

Andrew G. Batcho, Jr.
Kerrie A. Batcho

Court of Common Pleas
Clearfield County
Civil Division

No. 07-1341-CD

**PLAINTIFF'S RESPONSE TO PETITION OF RANDY CALDWELL AND CHRISTINE
CALDWELL TO INTERVENE**

AND COMES NOW, Plaintiff, ABN Amro Mortgage Group, Inc., by and through its attorneys, Phelan Hallinan & Schmieg, LLP, and files this Response to Petition of Randy Caldwell and Christine Caldwell to Intervene and in support thereof avers as follows:

1. Denied as stated. The Plaintiff is ABN Amro Mortgage Group, Inc. (hereinafter "Plaintiff") which filed the instant action on August 20, 2007 due to Defendants' Andrew G. Batcho, Jr. and Kerrie A. Batcho's (hereinafter "Defendants") default upon the terms of the Mortgage executed in favor of Plaintiff on the property located at 425 Locust Street, Curwensville, PA 16833 (hereinafter "Subject Premises") on September 24, 1999. The Mortgage was recorded on September 29, 1999 at Instrument No. 199916228. Plaintiff filed its

Complaint in Mortgage Foreclosure against Defendants. A true and correct copy of the Complaint is attached hereto, made part hereof and marked as Exhibit A. On September 12, 2007 the Defendants were served with the Complaint at 123 Ridge Avenue, Curwensville, PA 16833. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof and marked as Exhibit B. On October 16, 2007, Plaintiff sent its Notice of Intent to Enter Default Judgment pursuant to Pa.R.C.P. 237.1 to 123 Ridge Avenue, Curwensville, PA 16833. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit C. On December 27, 2007 a default judgment was entered in favor of Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint. A true and correct copy of the Praecipe for Default Judgment is attached hereto made part hereof and marked as Exhibit D. A Writ of Execution was issued and the Subject Premises was set to be exposed at the March 7, 2008 Sheriff's Sale. However, the Sheriff's Sale for March 7, 2008 was postponed to May 2, 2008 due to the fact that Plaintiff was unable to serve the Defendants with the Notice of Sheriff's Sale within the requisite time period pursuant to the Pennsylvania Rules of Civil Procedure. On or around March 17, 2008, Plaintiff filed its Motion for Special Service in order to effectuate the Notice of Sheriff's Sale in the instant action. On March 19, 2008, Plaintiff's Motion for Special Service was granted in which Plaintiff was able to effectuate the Notice of Sale by sending the Notice of Sale by certified mail and regular mail to 425 Locust Street, Curwensville, PA 16833, 123 Ridge Avenue, Curwensville, PA 16833, P.O. Box 264, Curwensville, PA 16833, P.O. Box 531, Aliquippa, PA 15011 and Batcho Office Systems, 115 E. Market Street, Clearfield, PA 16830. A true and correct copy of the Order granting Plaintiff's Motion for Special Service is attached hereto, made part hereof and marked as Exhibit E. The Subject Premises was set to be exposed at the May 2, 2008 Sheriff's Sale. On March 20, 2008

the Notice of Sheriff's Sale for May 2, 2008 was sent pursuant to the March 19, 2008 Order. A true and correct copy of the Affidavit of Service of the Notice of Sheriff's Sale for May 2, 2008 is attached hereto, made part hereof and marked as Exhibit F. Unbeknownst to Plaintiff the Petitioners, Randy Caldwell and Christine Caldwell filed an Emergency Motion to Stay the May 2, 2008 Sheriff's Sale without notice to Plaintiff. The Motion was granted on May 1, 2008.

2. Denied as stated. Plaintiff's last known address for Defendants is 123 Ridge Avenue, Curwensville, PA 16833.

3. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph three (3).

4. Admitted.

5. Denied. The averments contained in paragraph five (5) refer to a document in writing which speaks for itself therefore no characterization thereof is required.

7. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph seven (7).

8. Denied. The Defendants failed to make payments on the Mortgage and the Mortgage remains due and owing for the May 1, 2007 Mortgage payment and each month thereafter.

9-10. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraphs nine (9) through ten (10).

11. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph eleven (11). By way of

further response, the Mortgage is in default because monthly payments of principal and interest upon said Mortgage due May 1, 2007 and each month thereafter are due and unpaid.

12. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph twelve (12). By way of further response, the Petitioners are not real owners or mortgagors to the instant action.

13. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph thirteen (13).

14. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph fifteen (15).

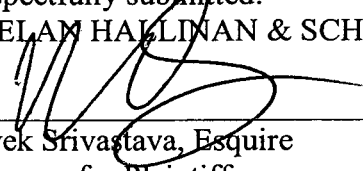
15. Denied. The Petitioners are not real owners or mortgagors. By way of further response, the Petitioners are not proper parties to the Mortgage Foreclosure action and should not be allowed to intervene in this action. By way of further response, under Pennsylvania Rule of Civil Procedure 2327, Petitioners do not meet the requirements to intervene in this Mortgage Foreclosure action. By way of further response, Petitioners have failed to set forth any meritorious arguments to stay the Mortgage Foreclosure action. By way of further response, Plaintiff refers to its response in paragraph one (1), above. By way of further response, Plaintiff refers to its attached Brief.

16. Denied. The averments contained in paragraph sixteen (16) are denied as conclusions of law to which no response is necessary.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss the Petition of Randy Caldwell and Christine Caldwell to Intervene with prejudice.

Respectfully submitted:
PHELAN HALLINAN & SCHMIEG, LLP

BY:



Vivek Srivastava, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, ESQUIRE
Identification No. 202331
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN Amro Mortgage Group, Inc.

v.

Andrew G. Batcho, Jr.
Kerrie A. Batcho

Court of Common Pleas
Clearfield County
Civil Division

No. 07-1341-CD

**PLAINTIFF'S BRIEF IN SUPPORT OF ITS RESPONSE TO PETITION OF RANDY
CALDWELL AND CHRISTINE CALDWELL TO INTERVENE**

I. PROCEDURAL HISTORY

The Plaintiff is ABN Amro Mortgage Group, Inc. (hereinafter "Plaintiff") which filed the instant action on August 20, 2007 due to Defendants' Andrew G. Batcho, Jr. and Kerrie A. Batcho's (hereinafter "Defendants") default upon the terms of the Mortgage executed in favor of Plaintiff on the property located at 425 Locust Street, Curwensville, PA 16833 (hereinafter "Subject Premises") on September 24, 1999. The Mortgage was recorded on September 29, 1999 at Instrument No. 199916228. Plaintiff filed its Complaint in Mortgage Foreclosure against Defendants. A true and correct copy of the Complaint is attached hereto, made part hereof and marked as Exhibit A. On September 12, 2007 the Defendants were served with the

Complaint at 123 Ridge Avenue, Curwensville, PA 16833. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof and marked as Exhibit B. On October 16, 2007, Plaintiff sent its Notice of Intent to Enter Default Judgment pursuant to Pa.R.C.P. 237.1 to 123 Ridge Avenue, Curwensville, PA 16833. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit C. On December 27, 2007 a default judgment was entered in favor of Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint. A true and correct copy of the Praecipe for Default Judgment is attached hereto made part hereof and marked as Exhibit D. A Writ of Execution was issued and the Subject Premises was set to be exposed at the March 7, 2008 Sheriff's Sale. However, the Sheriff's Sale for March 7, 2008 was postponed to May 2, 2008 due to the fact that Plaintiff was unable to serve the Defendants with the Notice of Sheriff's Sale within the requisite time period pursuant to the Pennsylvania Rules of Civil Procedure. On or around March 17, 2008, Plaintiff filed its Motion for Special Service in order to effectuate the Notice of Sheriff's Sale in the instant action. On March 19, 2008, Plaintiff's Motion for Special Service was granted in which Plaintiff was able to effectuate the Notice of Sale by sending the Notice of Sale by certified mail and regular mail to 425 Locust Street, Curwensville, PA 16833, 123 Ridge Avenue, Curwensville, PA 16833, P.O. Box 264, Curwensville, PA 16833, P.O. Box 531, Aliquippa, PA 15011 and Batcho Office Systems, 115 E. Market Street, Clearfield, PA 16830. A true and correct copy of the Order granting Plaintiff's Motion for Special Service is attached hereto, made part hereof and marked as Exhibit E. The Subject Premises was set to be exposed at the May 2, 2008 Sheriff's Sale. On March 20, 2008 the Notice of Sheriff's Sale for May 2, 2008 was sent pursuant to the March 19, 2008 Order. A true and correct copy of the Affidavit of Service of the Notice of Sheriff's Sale for May 2, 2008 is attached hereto, made part hereof and marked as

Exhibit F. Unbeknownst to Plaintiff the Petitioners, Randy Caldwell and Christine Caldwell filed an Emergency Motion to Stay the May 2, 2008 Sheriff's Sale without notice to Plaintiff.

The Motion was granted on May 1, 2008.

II. LEGAL AUTHORITY

Rule 1141. Definition. Conformity to Civil Action. "(a) As used in this chapter, "action" means an action to foreclose a mortgage upon any estate, leasehold or interest in land, or upon both personal property and an estate, leasehold or interest in land pursuant to Section 9604(a) of the Uniform Commercial Code, but shall not include an action to enforce a personal liability. (b) Except as otherwise provided in this chapter, the procedure in the action shall be in accordance with the rules relating to a civil action." *Pa. R.C.P. 1141.*

Rule 1144. Parties. "(a) The plaintiff shall name as defendants (1) the mortgagor; (2) the personal representative, heir or devisee of a deceased mortgagor, if known; and (3) the real owner of the property, or if the real owner is unknown, the grantee in the last recorded deed." *Pa. R.C.P. 1144.*

Rule 2327. Who May Intervene. "At any time during the pendency of an action, a person not a party thereto shall be permitted to intervene therein, subject to these rules if (1) the entry of a judgment in such action or the satisfaction of such judgment will impose any liability upon such person to indemnify in whole or in part the party against whom judgment may be entered; or (2) such person is so situated as to be adversely affected by a distribution or other disposition of property in the custody of the court or an officer thereof; or (3) such person could have joined as an original party in the action or could have been joined therein; or (4) the determination of such action may affect any legally enforceable interest of such person whether or not such person may be bound by a judgment in the action." *Pa. R.C.P. 2327.*

III. ARGUMENT

Petitioners simply allege that they are the equitable owner of the Subject Premises.

However, Petitioners are neither mortgagors nor a real owners of the Subject Premises. Further, there is no privity of contract between the Plaintiff and the Petitioners, and the Petitioners do not have standing to bring this Petition nor to intervene in this Mortgage Foreclosure Action. Under Pa.R.C.P. 1144 Plaintiff properly named the Defendants, Andrew G. Batcho, Jr. and Kerrie A. Batcho as the proper parties in this action because they are the mortgagors and real owners. Pa.R.C.P. 2327 governs intervention by a non-party. Under Pa.R.C.P. 2327, Petitioners could not

have been an original party to this Mortgage Foreclosure Action because they are not mortgagors nor real owners under Pa.R.C.P. 1144. Therefore, Plaintiff submits that there is not enough evidence for the Petitioners to intervene in this Mortgage Foreclosure Action. Further, even if Petitioners' allegations are true there are no grounds warranting staying the Sheriff Sale.

Even if the Court entertains Petitioners' Petition to Intervene in this Mortgage Foreclosure Action, under Pa.R.C.P. 3121 this Honorable Court should not stay the Sheriff Sale because Petitioners have not given any meritorious or equitable grounds to stay the Sheriff Sale. Petitioners simply allege that they are equitable owners of the Subject Premises. Plaintiff submits that there are no legal grounds or equitable grounds to intervene in the instant action. Petitioners are neither mortgagors nor real owners under Pa.R.C.P. 1144. Further, Petitioners do not have privity of contract with the Plaintiff and therefore Plaintiff is not bound by any terms of the mortgage to deal with the Petitioners. Therefore Plaintiff submits the Petition to Intervene is improper Pa.R.C.P. 1144, and furthermore they are not proper parties to intervene under Pa.R.C.P. 2327.

The Petition to Intervene should be denied for four reasons. First, the Petitioners are not an indispensable party to the instant action. Second, the form of relief sought in the Petition is not available in this action. Third, the Petitioners do not meet the requirements of a party who may intervene. Fourth, the Petition was brought too late because the issue in this action has already been adjudicated. The Petitioners are not an indispensable party to the action. The Court is not required to permit the Petitioners to intervene because they are not an indispensable party to the action.

Regardless of his potential status under any purchasing agreement, the Petitioners are not currently an owner of the property, a mortgagor, or a mortgagee, and thus does not "own" a right or interest related to the claim. Petitioners must be well aware that any conceivable interest in

the property would be subject to the mortgage, and the instant foreclosure action is a legitimate form of relief under that mortgage.

The Petitioners are not required to be joined as an indispensable party because they do not own a right or interest related to the claim, at the very most the nature of his interest is that of a prospective purchaser subject to the instant foreclosure action, their interest is not essential to the merits of the foreclosure action, and the foreclosure action can be adjudicated without abridging the due process rights of the petitioners. The court is not required to permit the Petitioners to intervene because the type of relief he is seeking is not appropriate or permissible under the rule governing this action.

IV. CONCLUSION

The Petitioners have therefore filed their Petition to Intervene to cause delay and further hinder this Mortgage Foreclosure Action. Further, Petitioners' allegations are without merit. Therefore the Court should deny the Petition to Intervene.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss the Petition of Randy Caldwell and Christine Caldwell to Intervene with prejudice.

Respectfully submitted:
PHELAN HALLINAN & SCHMIEG, LLP

BY:

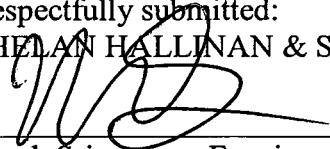

Vivek Srivastava, Esquire
Attorney for Plaintiff

EXHIBIT "A"

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 _____ 160134

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 071341-CD

CLEARFIELD COUNTY

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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within to be a true and
correct copy of the
original filed of record

FILED
2007
AUG 20

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

160134

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

Plaintiff

v.

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Lawyer Referral Service:
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Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
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PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
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SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258-4455

2. The name(s) and last known address(es) of the Defendant(s) are:

ANDREW G. BATCHO, JR
KERRIE A. BATCHO
123 RIDGE AVE
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 09/24/1999 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 199916228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:


Principal Balance	\$31,696.18
Interest	\$860.41
04/01/2007 through 08/17/2007 (Per Diem \$6.19)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$113.90
09/24/1999 to 08/17/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$34,470.49
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$34,470.49

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,470.49, together with interest from 08/17/2007 at the rate of \$6.19 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

/s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those pieces or parcels of land situate, lying and being in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith; thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, fifty (50) feet to a post; thence North fifty-eight (58) degrees West one hundred fifty (150) feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December, 1895; thence South fifty-eight (58) degrees East along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, South thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot, South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear Tax Parcel I. D. No. 6-2-19-293-19.

BEING the same premises conveyed to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, from Andrew G. Batcho and Linda L. Batcho, husband and wife, and Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated December 6, 1996, said deed being recorded at Clearfield County in Volume 1808, Page 531.

PREMISES BEING: 425 LOCUST STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written in black ink.

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8/17/07

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113
NO: 07-1341-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

vs.

DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

SHERIFF RETURN

NOW, September 12, 2007 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KERRIE A. BATCHO DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRI BATCHO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103113
NO: 07-1341-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.

VS.
DEFENDANT: ANDREW G. BATCHO JR. and KERRIE A. BATCHO

COPY

SHERIFF RETURN

NOW, September 12, 2007 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANDREW G. BATCHO JR. DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRIE BATCHO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

EXHIBIT C

PHELAN HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

Vs.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-1341-CD

TO: KERRIE A. BATCHO
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

FILE COPY

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

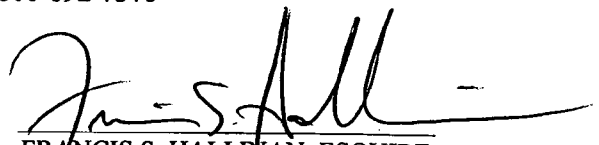
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

: CLEARFIELD COUNTY

: NO. 07-1341-CD

FILE COPY

TO: ANDREW G. BATCHO, JR.
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

DATE OF NOTICE: OCTOBER 16, 2007

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375



FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

EXHIBIT D

160134

EXHIBIT E

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CIVIL DIVISION

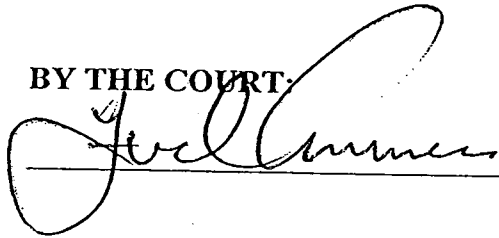
NO. 07-1341-CD

ORDER

AND NOW, this 19th day of March, 2008, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **ANDREW G. BATCHO, JR.** and **KERRIE A. BATCHO**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001. and **BATCHO OFFICE SYSTEMS**, 115 E. Market Street, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

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

MAR 19 2008

Attest.



Prothonotary/
Clerk of Courts

EXHIBIT F

PHELAN HALLINAN & SCHMIEG, LLP

FILE COPY

Suite 1400
One Penn Center Plaza
Philadelphia, PA 19102-1799
Phone (215)563-7000
Fax (215)563-5534

Pat Wilkins
Legal Assistant

Representing Lenders in
Pennsylvania and New Jersey

April 7, 2008

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE

RE: ABN AMRO MORTGAGE GROUP, INC.
vs. ANDREW G. BATCHO, JR. & KERRIE A. BATCHO
No.: 07-1341-CD

Dear Sir/Madame:

Enclosed is an Affidavit of Service for the above captioned matter for filing with your office. We have forwarded copies of same to the sheriff.

Thank you for your cooperation.

Sincerely,

Pat Wilkins

cc: Sheriff of CLEARFIELD County

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendant(s).

:
:
: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
:
: CIVIL DIVISION
:
:
: NO. 07-1341-CD
:
:
:

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **ANDREW G. BATCHO, JR. & KERRIE A. BATCHO** on **MARCH 28, 2008** at **425 LOCUST STREET, CURWENSVILLE, PA 16833 & 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 & P.O. BOX 264, CURWENSVILLE, PA 16833 & P.O. BOX 531, ALIQUIPPA, PA 15001 & BATCHO OFFICE SYSTEMS, 115 E. MARKET STREET, CLEARFIELD, PA 16830** in accordance with the Order of Court dated **MARCH 19, 2008**.

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

Dated: April 7, 2008

By:

PHELAN HALLINAN & SCHMIEG, LLP

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

6

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CIVIL DIVISION

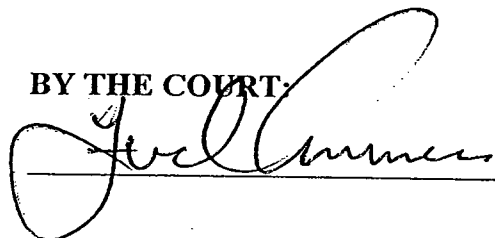
NO. 07-1341-CD

ORDER

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Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

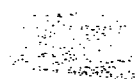
CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

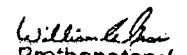
ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

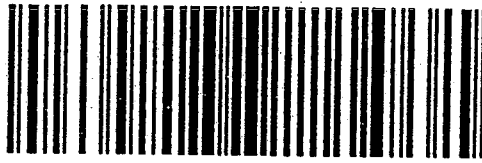
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 19 2008

Attest.




Prothonotary/
Clerk of Courts



7178 2417 6099 0002 3288

4 / PAW
ANDREW G. BATCHO, JR
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

[Track & Confirm](#) - [FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7178 2417 6099 0002 3288

Detailed Results:

- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

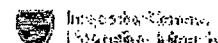
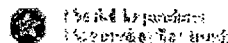
Track & Confirm by email

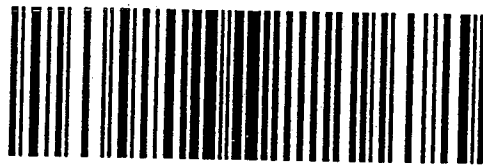
Get current event information or updates for your item sent to you or others by email. [Go >](#)

Return Receipt (Electronic)

Verify who signed for your item by email. [Go >](#)[Site Map](#) [Contact Us](#) [Forms](#) [Gov't Services](#) [Jobs](#) [Privacy Policy](#) [Terms of Use](#) [National & Premier Accounts](#)

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7178 2417 6099 0002 3271

4 / PAW
ANDREW G. BATCHO, JR
123 RIDGE AVE
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7178 2417 6099 0002 3271

Detailed Results:

- Delivered, April 02, 2008, 10:29 am, ALIQUIPPA, PA 15001
- Notice Left, April 02, 2008, 9:56 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

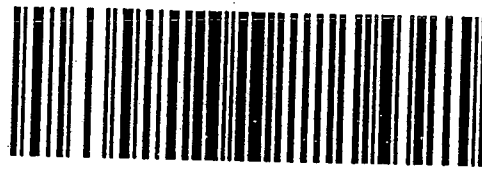
Return Receipt (Electronic)

Verify who signed for your item by email. [Go >](#)[Site Map](#) [Contact Us](#) [Forms](#) [Gov't Services](#) [Jobs](#) [Privacy Policy](#) [Terms of Use](#) [National & Premier Accounts](#)

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United States
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Postage & Fees Paid



7178 2417 6099 0002 3295

4 / PAW
ANDREW G. BATCHO, JR
P.O. BOX 264
CURWENSVILLE, PA 16833-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Track & Confirm

Search Results

Label/Receipt Number: 7178 2417 6099 0002 3295

Detailed Results:

- Unclaimed, April 04, 2008, 11:30 am, PHILADELPHIA, PA
- Arrival at Unit, April 03, 2008, 6:43 am, PHILADELPHIA, PA 19104
- No Such Number, March 31, 2008, 8:33 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

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Return Receipt (Electronic)

Verify who signed for your item by email.

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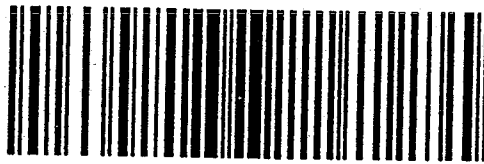
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4/PAW
ANDREW G. BATCHO, JR
P.O. BOX 531
ALIQUIPPA, PA 15001-0000

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-- fold here (6x9)

--fold here (regular)

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Detailed Results:

- Delivered, April 02, 2008, 10:30 am, ALIQUIPPA, PA 15001
- Notice Left, March 31, 2008, 8:51 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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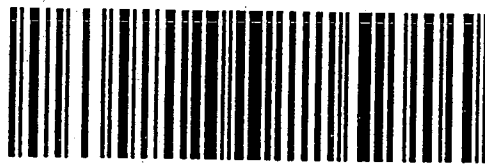
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Integrity: Honesty



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4 / PAW
ANDREW G. BATCHO, JR
BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830-0000

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-- fold here (6x9)

--fold here (regular)

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Label/Receipt Number: 7178 2417 6099 0002 9358

Detailed Results:

- Delivered, March 31, 2008, 3:07 pm, CLEARFIELD, PA 16830
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 28, 2008

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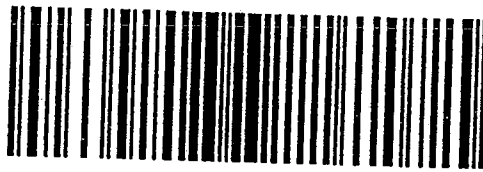
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KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833-0000

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-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 3318

Detailed Results:

- Moved, Left no Address, April 03, 2008, 8:27 am, CURWENSVILLE, PA
- Forwarded, March 31, 2008, 8:32 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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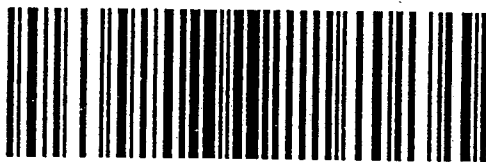
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123 RIDGE AVENUE
CURWENSVILLE, PA 16833-0000

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-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 3325

Detailed Results:

- Delivered, April 02, 2008, 10:29 am, ALIQUIPPA, PA 15001
- Notice Left, April 02, 2008, 9:56 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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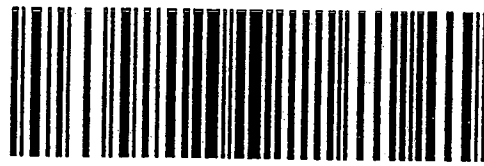
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4/PAW
KERRIE A. BATCHO
P.O. BOX 264
CURWENSVILLE, PA 16833-0000

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-- fold here (6x9)

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 3332

Detailed Results:

- Unclaimed, April 04, 2008, 11:30 am, PHILADELPHIA, PA
- Arrival at Unit, April 03, 2008, 6:43 am, PHILADELPHIA, PA 19104
- No Such Number, March 31, 2008, 8:33 am, CURWENSVILLE, PA
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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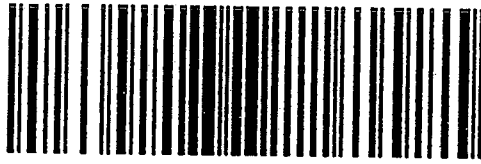
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Label/Receipt Number: 7178 2417 6099 0002 3349

Detailed Results:

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- Notice Left, March 31, 2008, 8:51 am, ALIQUIPPA, PA 15001
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, March 17, 2008

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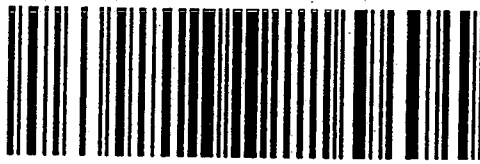
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KERRIE A. BATCHO
BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830-0000

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-- fold here (6x9) ...

--fold here (regular)

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Search Results

Label/Receipt Number: 7178 2417 6099 0002 9365

Detailed Results:

- Delivered, March 31, 2008, 3:07 pm, CLEARFIELD, PA 16830
- Acceptance, March 28, 2008, 3:15 pm, PHILADELPHIA, PA 19102
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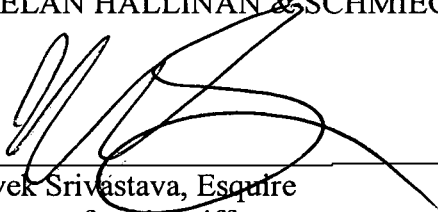
VERIFICATION

Vivek Srivastava, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Response to Petition of Randy Caldwell and Christine Caldwell to Intervene are true and correct to the best of his knowledge, information and belief.

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

PHELAN HALLINAN & SCHMIEG, LLP

BY:



Vivek Srivastava, Esquire
Attorney for Plaintiff

Date:

06/03/06

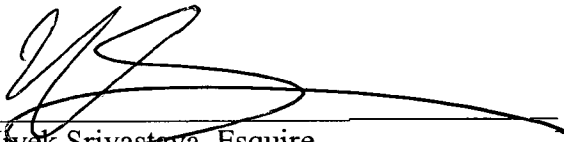
VERIFICATION

Vivek Srivastava, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Response to Petition of Randy Caldwell and Christine Caldwell for Stay of Execution are true and correct to the best of his knowledge, information and belief.

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

PHELAN HALLINAN & SCHMIEG, LLP

BY:


Vivek Srivastava, Esquire
Attorney for Plaintiff

Date:

06/03/08

FILED

JUN 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

BY: Vivek Srivastava, Esquire

Identification No. 202331

One Penn Center at Suburban Station

1617 JFK Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ABN Amro Mortgage Group, Inc.

v.

Andrew G. Batcho, Jr.

Kerrie A. Batcho

Attorney for Plaintiff

Court of Common Pleas

Clearfield County

Civil Division

No. 07-1341-CD

CERTIFICATION OF SERVICE

I hereby certify a true and correct copy of the foregoing Response to Petition of Randy Caldwell and Christine Caldwell for Stay of Execution, Brief in Support thereof, Proposed Order, and attached exhibits were served by regular mail on the date listed below on the following:

Frederick M. Neiswender, Esquire
Neiswender & Kubista
211½ North Second Street
Clearfield, PA 16830

Andrew G. Batcho, Jr.
Kerrie A. Batcho
425 Locust Street
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
P.O. Box 531

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
P.O. Box 264
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
Batcho Office Systems

Aliquippa, PA 15011

The Honorable Fredric J. Ammerman
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DATE: 06/03/06

115 E. Market Street
Clearfield, PA 16830

John R. Lhota, Esquire
110 North 2nd Street
Clearfield, PA 16830

By: 

Vivek Srivastava, Esquire
Attorney for Plaintiff

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

ABN AMRO Mortgage Group, Inc.,
Plaintiff,

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO,
Defendants.


No. 07-1341-CD

ENTRY OF APPEARANCE

TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of ABN AMRO Mortgage Group, Inc., plaintiff
in the above-captioned matter.

Respectfully submitted,


John R. Lhota, Attorney at Law
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830
(814) 765-9611
Pa. I. D. No. 22492

Dated: June 9, 2008

FILED 1CC AH
011:402m
JUN 09 2008
Lhota
GP
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20702
NO: 07-1341-CD

PLAINTIFF: ABN AMRO MORTGAGE GROUP, INC.
vs.
DEFENDANT: ANDREW G. BATCHO, JR. AND KERRIE A. BATCHO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/27/2007

LEVY TAKEN 1/28/2008 @ 11:00 AM

POSTED 1/28/2008 @ 11:00 AM

SALE HELD 5/2/2008

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 7/2/2008

DATE DEED FILED NOT SOLD

PROPERTY ADDRESS 425 LOCUST STREET CURWENSVILLE , PA 16833

FILED
07-1341-CD
JUL 02 2008
William A. Shaw
Prothonotary/Clerk of Courts

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SEE ATTACHED SHEET(S) OF SERVICES

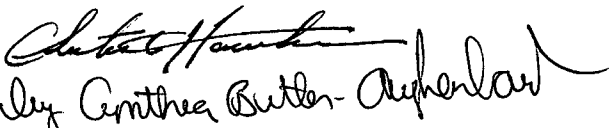
SHERIFF HAWKINS \$278.05

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

_____ Day of _____ 2008


Chester A. Hawkins
Sheriff

ABN AMRO MORTGAGE GROUP, INC.

vs
ANDREW G. BATCHO, JR. AND KERRIE A. BATCHO

1 4/16/2008 @ SERVED ANDREW G. BATCHO, JR.

SERVED ANDREW G. BATCHO, JR, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 123 RIDGE AVENUE, CURWENSVILLE, PENNSYLVANIA. CERT #70060810000145074227 CERT FORWARDED TO PO BOX 531, ALIQUIPPA, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

2 4/16/2008 @ SERVED KERRIE A. BATCHO

SERVED KERRIE A. BATCHO, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 123 RIDGE AVENUE, CURWENSVILLE, PENNSYLVANIA. CERT #70060810000145074265 CERT FORWARDED TO PB BOX 531, ALIQUIPPA, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY..

3 4/10/2008 @ SERVED ANDREW G. BATCHO, JR.

SERVED ANDREW G. BATCHO, JR., DEFENANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 264, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145074234. CERT & REG MAIL A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

4 4/10/2008 @ SERVED KERRIE A. BATCHO

SERVED KERRIE A. BATCHO, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 264, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145074272 CERT & REG MAIL A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

5 4/12/2008 @ SERVED ANDREW G. BATCHO, JR.

SERVED ANDREW G. BATCHO, JR. DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 531, ALIQUIPPA, PA 15001. CERT #70060810000145074241. CERT SIGNED FOR BY KERRIE BATCHO, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTIONN NOTICE OF SALE AND COPY OF THE LEVY.

6 4/10/2008 @ SERVED KERRIE A. BATCHO

SERVED KERRIE A. BATCHO, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 425 LOCUST STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145074258 CERT RETURNED A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

7 4/10/2008 @ SERVED ANDREW G. BATCHO, JR

SERVED ANDREW G. BATCHO, JR., DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 425 LOCUST STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145074210 CERT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

ABN AMRO MORTGAGE GROUP, INC.

vs

ANDREW G. BATCHO, JR. AND KERRIE A. BATCHO

8 4/18/2008 @ SERVED ANDREW G. BATCHO, JR.

SERVED ANDREW G. BATCHO, JR. DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 115 E. MARKET STREET, CLEARFIELD, PENNSYLVANIA, CERT #70060810000145074203 CERT AND REG MAIL RETURNED

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

9 4/10/2008 @ SERVED KERRIE A. BATCHO

SERVED KERRIE A. BATCHO, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 115 E. MARKET STREET, CLEARFIELD, PENNSYLVANIA. REG MAIL RETURNED UNCLAIMED 4/18/08. REG. MAIL RETURNED UNCALIMED

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

10 @ SERVED

NOW, FEBRUARY 28, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR MARCH 7, 2008 TO MAY 2, 2008.

11 @ SERVED

NOW, MAY 1, 2008 RECEIVED A COURT ORDER TO STAY THE SHERIFF SALE AND SET ASIDE UNTIL FURTHER ORDER OF THE COURT.

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

ABN AMRO MORTGAGE GROUP,
INC.

vs.

ANDREW G. BATCHO, JR.

KERRIE A. BATCHO

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 07-1341-CD Term 20

No. Term 20

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: 425 LOCUST STREET, CURWENSVILLE, PA 16833
(See Legal Description attached)

Amount Due

\$35,281.38

Interest from 12/27/07 to Sale

\$ _____

Per diem \$5.80

Add'l Costs

\$3,082.50

Writ Total

Prothonotary costs \$ 125.00

(Clerk) Office of the Prothy Support, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 12/27/07
(SEAL)

160134

Received this writ this 27th day
of December A.D. 2007
At 3:20 A.M./P.M.

Charles A. Idar
Sheriff by Anthony B. B. Cephalak

No. 07-1341-CD..... Term 20A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

vs.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$35,281.38

Int. from 12/27/07
To Date of Sale (\$5.80 per diem)

Costs

Prothy Pd. 125.00

Sheriff

Kevin D. Johnson
Attorney for Plaintiff(s)

Address: ANDREW G. BATCHO, JR. KERRIE A. BATCHO
123 RIDGE AVENUE 123 RIDGE AVENUE
CURWENSVILLE, PA 16833 CURWENSVILLE, PA 16833

LEGAL DESCRIPTION

ALL those pieces or parcels of land, situate, lying and being in the borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwestern corner of lot, now or formerly of William O. Smith, thence South fifty-eight (58) degrees East along said lot, now or formerly of William O. Smith, one hundred fifty (150) feet to post; thence South thirty-two (32) degrees West, Fifty (50) feet to a post; thence North fifty eight (58) degrees West one hundred fifty feet by said course to a post on line of Locust Street; thence North thirty-two (32) degrees East fifty (50) feet along said street to post and place of beginning. Containing 7500 square feet.

THE SECOND THEREOF: ALL that certain piece or parcel of ground commencing at a post at the Southwest corner of lot conveyed to Olevia Eckbert by deed dated December 1895; thence South fifty-eight (58) degrees east along said lot one hundred fifty (150) feet to post; thence by lands of J. Irvin Estate, south thirty-two (32) degrees West thirty-seven (37) feet to a post; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet along same lands to a post on line of Locust Street; thence North thirty-two (32) degrees East thirty-seven (37) feet along said street to post and place of beginning. Containing 5550 square feet.

THE THIRD THEREOF: ALL that certain piece or parcel of ground beginning at a post on line of Locust Street and corner of lot sold to Mrs. Margaret Spence; thence by Locust Street, South thirty-two (32) degrees West, eight (8) feet to a post on line of lot of Mrs. Olivia E. Frank; thence along said lot South fifty-eight (58) degrees East one hundred fifty (150) feet, more or less, to post where fence now stands; thence North thirty-two (32) degrees East, eight (8) feet to post and line of Spence lot; thence North fifty-eight (58) degrees West, one hundred fifty (150) feet, more or less, to post on Locust Street and place of beginning.

All three parcels described above bear the following Tax Parcel I. D. No.: 6-2-19-293-19.

BEING the same premises which vested in Andrew G. Batcho and Andrew G. Batcho, Jr., by deed from Mid-State Bank and Trust Company, dated July 10, 1992 and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1472 at page 53 on July 10, 1992. Linda I. Batcho joins in this conveyance to extinguish any interest she may have in this property by virtue of her marriage to Andrew G. Batcho.

PARCEL IDENTIFICATION NO: 709-293-00019, **CONTROL #:** 006207086

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by Deed from Andrew G. Batcho and Linda L. Batcho, husband and wife and Andrew G. Batcho, Jr. and Kerrie A. Batcho, dated 12/06/1996, recorded 12/10/1996, in Deed Book 1808, page 531.

Premises being: 425 LOCUST STREET
CURWENSVILLE, PA 16833

Tax Parcel No. 6-2-19-293-19

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ANDREW G. BATCHO, JR.

NO. 07-1341-CD

NOW, July 02, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 02, 2008, I exposed the within described real estate of Andrew G. Batcho, Jr. And Kerrie A. Batcho to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00
SERVICE	15.00
MILEAGE	6.06
LEVY	15.00
MILEAGE	6.06
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	65.93
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	20.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$278.05

DEED COSTS:

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

DEBT-AMOUNT DUE	31,696.18
INTEREST @ 5.8000	736.60
FROM 12/27/2007 TO 05/02/2008	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	273.36
COST OF SUIT-TO BE ADDED	1,257.50
FORECLOSURE FEES	
ATTORNEY COMMISSION	1,250.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	891.80
PROPERTY INSPECTIONS	132.00
INTEREST	2,107.32
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$38,384.76
--------------------------------	--------------------

COSTS:

ADVERTISING	574.90
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	278.05
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS	\$1,297.95
--------------------	-------------------

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

v.

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO

Defendants

CIVIL DIVISION


NO. 07-1341-CD

ORDER

AND NOW, this 19th day of March, 2008, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **ANDREW G. BATCHO, JR.** and **KERRIE A. BATCHO**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 425 LOCUST STREET, CURWENSVILLE, PA 16833 and 123 RIDGE AVENUE, CURWENSVILLE, PA 16833 and P.O. BOX 264, CURWENSVILLE, PA 16833 and P.O. BOX 531, ALIQUIPPA, PA 15001. and **BATCHO OFFICE SYSTEMS**, 115 E. Market Street, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:


J.

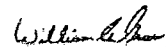
CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

ANDREW G. BATCHO, JR.
KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

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

MAR 19 2008

Attest.


Prothonotary/
Clerk of Courts

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

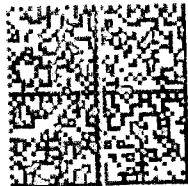
016H16505405

\$05.38

04 10 2008

Mailed From 16830
US POSTAGE

Hasler



Handwritten signature

RECEIVED

APR 18 2008

ANDREW G. BATCHO, JR.
425 LOCUST STREET
CURWENSVILLE, PA 16833

RETURNED
TO
SENDER
UNDELIVERABLE AS ADDRESSED
FORWARDING ORDER EXPIRED

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 \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To

Street, Apt. No.: ANDREW G. BATCHO, JR.
or PO Box No. 425 LOCUST STREET
City, State, ZIP+4 CURWENSVILLE, PA 16833

PS Form 3800, June 2002

See Reverse for Instructions

NEW CERTIFIED MAIL

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

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:

ANDREW G. BATCHO, JR.
425 LOCUST STREET
CURWENSVILLE, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4210

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

CLEARFIELD PA
APR 17 2003



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

RECEIVED
APR 14 2008

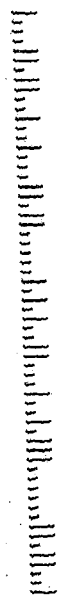
1052

KERRIE A. BATCHO
 P. O. BOX 264
 CURRWENSVILLE, PA 16833

NIXIE

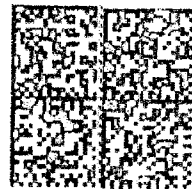
1683002472

BC: 16830247201



RETURN TO SENDER
 NO SUCH NUMBER
 UNABLE TO FORWARD

*0596-04174-12-20



Hasler

016H16505405
\$00.580
 04/10/2008
 Mailed From 16830
US POSTAGE

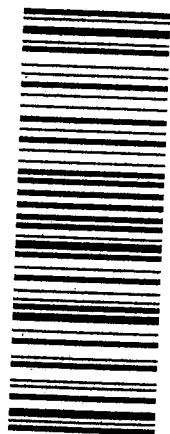
25 04/12/09



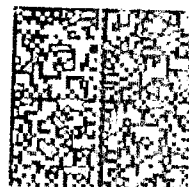
CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

RECEIVED
APR 14 2008

KERRIE A. BATCHO
P. O. BOX 264
CURWENSVILLE, PA 16833



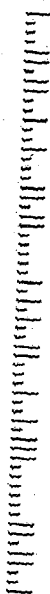
7006 0810 0001 4507 4272



016446505405
\$05.38
04.10.2008
Mailed From 16830
US POSTAGE

1683002472

NIXIE 165 AC 1 25 04/12/08
RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD
EC: 16830247201 *0595-04175-12-29

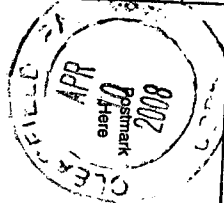


U.S. Postal Service[™]
CERTIFIED MAIL[™] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Insurance Required)	
Registered Delivery Fee (Insurance Required)	
Total Postage & Fees	\$ 5.38



Sent To
Street, Apt. No.,
or PO Box No. KERRIE A. BATCHO
P. O. BOX 264
City, State, ZIP+4 CURWENSVILLE, PA 16833

PS Form 3800, June 2002

See Reverse for Instructions

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

- 1. Article Addressed to:**

2. Article Number

(Transfer from service label)

PS Form 3817, February 2004

Domestic Return Receipt

7006 0810 0001 4507 4272

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ 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

☐ Yes ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

APR 1 1967
CLEARFIELD

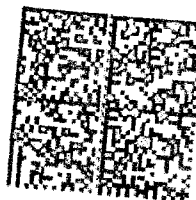


CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Refused Not here

ANDREW G. BATCHO, JR.
C/O BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830

1683002472



Hasler

016H16505405
\$00.580
04/10/2008
Mailed From 16830
US POSTAGE

RECEIVED
APR 18 2008

UTF

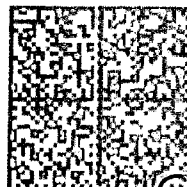


CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

CITR
Refused not here



7006 0810 0001 4507 4203



016416505405
\$05.380
04/10/2008
Mailed From 16830
US POSTAGE

ANDREW G. BATCHO, JR.
C/O BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830

RECEIVED
APR 18 2008

UTF

1683002472

7006 0810 0001 4507 4203

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Government Required)	
Registered Delivery Fee (Government Required)	
Total Postage & Fees	\$ 5.38



Sent To	ANDREW G. BATCHO, JR.
Street, Apt. No., or PO Box No.	C/O BATCHO OFFICE SYSTEMS
City, State, ZIP+4	115 E. MARKET STREET CLEARFIELD, PA 16830

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

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:

ANDREW G. BATCHO, JR.
C/O BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 4203

PS Form 3811, February 2004

Domestic Return Receipt

1025895-02-M-1540



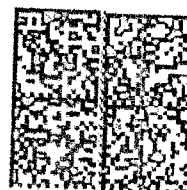


CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

UTK
Refused Return
not here

KERRIE A. BATCHO.
C/O BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830

1683002472



Hasler

016H16505405
\$00.580
04/10/2008
Mailed From 16830
US POSTAGE

RECEIVED
APR - 8 2008

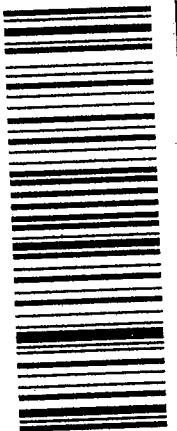
UTF



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

RETURN RECEIPT
REQUESTED

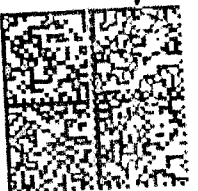
CERTIFIED MAIL™



7006 0810 0001 4507 4197

RETURNED
TO SENDER
UNABLE TO FORWARD

KERRIE A. BATCHO
C/O BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830



Hasler

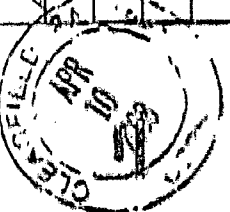
016416505-106
\$05.380
04/10/2008
Mailed From 16830
US POSTAGE

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Postage Required)	
Insured Delivery Fee (Postage Required)	
Total Postage & Fees	\$ 5.38



Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

KERRIE A. BATCHO
C/O BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830

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

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:

KERRIE A. BATCHO.
C/O BATCHO OFFICE SYSTEMS
115 E. MARKET STREET
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

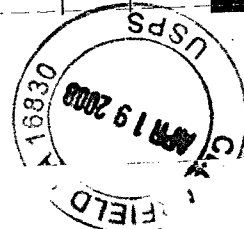
2. Article Number
(Transfer from service label)

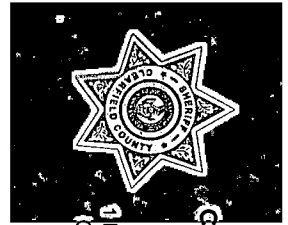
7006 0810 0001 4507 4J97

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

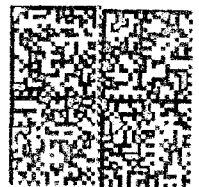




CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Handwritten signature/initials

ANDREW G. BATCHO, JR.
P. O. BOX 264
CURWENSVILLE, PA 16833



Hastler

016H16505405
\$00.580
04/10/2008
Mailed From 16830
US POSTAGE

RECEIVED

APR 14 2008

NIXIE

165 5C 1

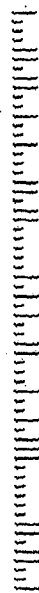
25 04/12/08

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

BC: 16830247201

*0595-04179-12-28

1683002472

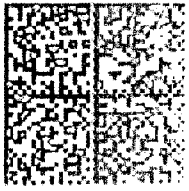




CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4234



Hasler

\$05.38
04 10 2008
Tracked From 16830
US POSTAGE

NSN

ANDREW G. BATCHO, JR.
P. O. BOX 264
CURWENSVILLE, PA 16833

APR 14 2008

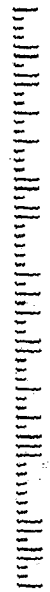
RECEIVED

NIXIE 165 4C 1 25 04/12/08

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

BC: 16830247201 *0596-04175-12-28

168302472

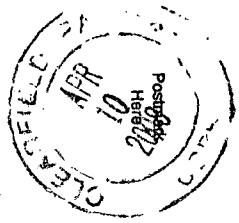


U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 5.38
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To

Street, Apt. No.,
or P.O. Box No. ANDREW G. BATCHO, JR.
City, State, Zip+4 P. O. BOX 264
CURWENSVILLE, PA 16833

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

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

1. Article Addressed to:

ANDREW G. BATCHO, JR.
P. O. BOX 264
CURWENSVILLE, PA 16833

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

A. Signature ☐ Agent ☐ Addressee

B. Received by (<i>Printed Name</i>)	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

7006 0810 0001 4507 4234

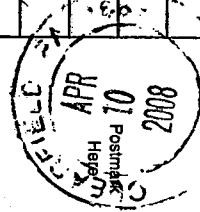
7006 0810 0001 4507 4289

**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	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	5.38



Sent To
Street, Apt. No.: KERIE A. BATCHO
P. O. BOX 531
or PO Box No. ALIQUIPPA, PA 15001
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

KERIE A. BATCHO
P. O. BOX 531
ALIQUIPPA, PA 15001

COMPLETE THIS SECTION ON DELIVERY

A. Signature Kerie Batcho ☐ Agent
B. Received by (Printed Name) Kerie Batcho ☐ Addressee
C. Date of Delivery 4-12-08

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 0810 0001 4507 4289

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ANDREW G. BATCHO, JR.
P. O. BOX 531
ALQUUPPA, PA 15001

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Andrew Batcho ☐ Agent ☐ Addressee

B. Received by (Printed Name)

Andrew Batcho

C. Date of Delivery

4-12-05

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

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

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

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4241

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15-40

7006 0810 0001 4507 4241

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	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To ANDREW G. BATCHO, JR.
Street, Apt. No., P. O. BOX 531
or PO Box No. ALQUUPPA, PA 15001
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 4265

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	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To
 Street Apt. No.,
 or P.O. Box No.
 City, State, Zip+4

KERRIE A. BATCHO
 123 RIDGE AVENUE
 CURWENSVILLE, PA 16833

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

KERRIE A. BATCHO
 123 RIDGE AVENUE
 CURWENSVILLE, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Kerrie Batcho* ☐ Agent

B. Received by (Printed Name) *Kerrie Batcho* ☐ Addressee

C. Date of Delivery *4-11-04*

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below:
PO Box 531
Altoona PA 15001

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4265

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

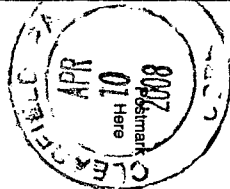
7006 0810 0001 4507 4227

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	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.38



Sent To

Street, Apt. No.,
or PO Box No. ANDREW G. BATCHO, JR.
123 RIDGE AVENUE

City, State, ZIP+4 CURWENSVILLE, PA 16833

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ANDREW G. BATCHO, JR.
123 RIDGE AVENUE
CURWENSVILLE, PA 16833

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

7006 0810 0001 4507 4227

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature <i>Andrew Batcho</i>	<input type="checkbox"/> Agent
B. Received by (Printed Name) <i>Carle Batcho</i>	<input type="checkbox"/> Addressee
C. Date of Delivery <i>4-16-08</i>	
D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <i>P.O. Box 531 Mianappa, PA 15001</i>	<input type="checkbox"/> No

3. Service Type

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

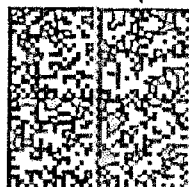
4. Restricted Delivery? (Extra Fee) ☐ Yes



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



7006 0810 0001 4507 4258



Hasler

016-16505405
\$05.380
 04/10/2008
 Mailed From 16830
 US POSTAGE

RETURNED TO SENDER
UNABLE TO FORWARD

KERRIE A. BATCHO
 425 LOCUST STREET
 CURWENSVILLE, PA 16833

RECEIVED

APR 18 2008

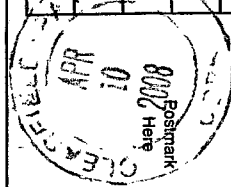
UTF

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	\$ 58
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To
 Street, Apt. No.,
 or PO Box No. KERRIE A. BATCHO
 425 LOCUST STREET
 City, State, ZIP+4 CURWENSVILLE, PA 16833

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 4507 4258

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

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:

KERRIE A. BATCHO
425 LOCUST STREET
CURWENSVILLE, PA 16833

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

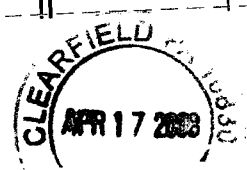
2. Article Number
(Transfer from service label)

7006 0810 0001 4507 4258

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Phelan Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Fax: (215) 563-5534

Stephen Ames, Ext.1244
Foreclosure Manager

Representing Lenders in
Pennsylvania and New Jersey

February 28, 2008

Office of the Sheriff
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: ABN AMRO MORTGAGE GROUP, INC. v.
ANDREW G. BATCHO, JR and KERRIE A. BATCHO
425 LOCUST STREET CURWENSVILLE, PA 16833
Court No. 07-1341-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for March 7, 2008 due to the following: Service Of Nos.

The Property is to be relisted for the May 2, 2008 Sheriff's Sale.

Thank you for your correspondence in this matters.

Very Truly Yours,
CHRISTINE SCHOFFLER for
Phelan Hallinan & Schmieg, LLP

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

ABN AMRO MORTGAGE GROUP, INC., :

Plaintiff, :

vs. :

No. 2007-1341-CD

ANDREW G. BATCHO, JR., :

KERRIE A. BATCHO, :

Defendants. :

ORDER

NOW, this 1 day of May 2008, upon consideration of Petitioner's Petition for Stay of Execution, it is the ORDER of this Court that the Petition be and is hereby GRANTED. The Sheriff's Sale scheduled for Friday, May 2, 2008 is stayed and the Writ of Execution issued in this matter is set aside until further order of this Court.

BY THE COURT,

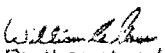
/S/ Fredric J Ammerman

President Judge

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

MAY 01 2008

Attest.


Prothonotary/
Clerk of Courts

FILED

JUL 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: FRANCIS S. HALLINAN, ESQUIRE
Identification No. 62695
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO Mortgage Group, Inc.
7159 Corklan Drive
Jacksonville, FL 32258-4455

Plaintiff

Court of Common Pleas

Civil Division

v.

Clearfield County

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833
Defendants

No. 07-1341-CD

PRAECIPE

TO THE PROTHONOTARY:

- ☐ Please mark the above referenced case Discontinued and Ended without prejudice.
- ☐ Please mark the above referenced case Settled, Discontinued and Ended without prejudice.
- ☒ Please mark Judgments satisfied and the Action settled, discontinued and ended without prejudice.
- ☐ Please Vacate the judgment entered and mark the action settled, discontinued and ended without prejudice.
- ☐ Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: 7/18/08

Francis S. Hallinan
Francis S. Hallinan, Esquire

PHELAN HALLINAN & SCHMIEG, LLP
BY: FRANCIS S. HALLINAN, ESQUIRE
Identification No. 62695
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO Mortgage Group, Inc.
7159 Corklan Drive
Jacksonville, FL 32258-4455

Plaintiff

v.

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833
Defendants

: Court of Common Pleas
:
: Civil Division
:
: Clearfield County
:
: No. 07-1341-CD

CERTIFICATION OF SERVICE

I hereby certify true and correct copies of the foregoing Plaintiff's Praecipe to mark Judgments satisfied and the Action settled, discontinued and ended without prejudice was served by regular mail to the persons on the date listed below:

Frederick M. Neiswender, Esquire
Neiswender & Kubista
211½ North Second Street
Clearfield, PA 16830

Andrew G. Batcho, Jr.
Kerrie A. Batcho
123 Ridge Avenue
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
425 Locust Street
Curwensville, PA 16833

Andrew G. Batcho, Jr.
Kerrie A. Batcho
P.O. Box 264
Curwensville, PA 16833

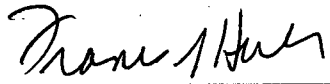
Andrew G. Batcho, Jr.
Kerrie A. Batcho
P.O. Box 531
Aliquippa, PA 15011

The Honorable Fredric J. Ammerman
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Date: 7/18/08

Andrew G. Batcho, Jr.
Kerrie A. Batcho
Batcho Office Systems
115 E. Market Street
Clearfield, PA 16830

John R. Lhota, Esquire
110 North 2nd Street
Clearfield, PA 16830

By: 
Francis S. Hallinan, Esquire
Attorney for Plaintiff