

07-2027-CD
Countrywide vs Keven Finley

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

**SUITE 5000 – MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106
(215) 627-1322
WWW.GOLDBECKLAW.COM
ATTORNEY FOR PLAINTIFF**

7/27/11
m/12/401w
Att. C. A. Brown
FEDERAL MORTGAGE COURT
2 CENT TO SHEL
1 CENT TO

**COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024**

Plaintiff

vs.

**KEVEN J. FINLEY
Mortagor and Real Owner
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801**

Defendant

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 2007-2027-cd

**CIVIL ACTION: MORTGAGE
NOTICE FORECLOSURE**

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

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

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

PENNSYLVANIA BAR ASSOCIATION

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

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

A V I S O

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

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

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

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 59144FC.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX C-35 Plano, TX 75024.
2. The names and addresses of the Defendant is KEVEN J. FINLEY, 1672 Treasure Lake, Dubois, PA 15801, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On August 10, 2001 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR AMERICA'S WHOLESALE LENDER, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200112649. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for August 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

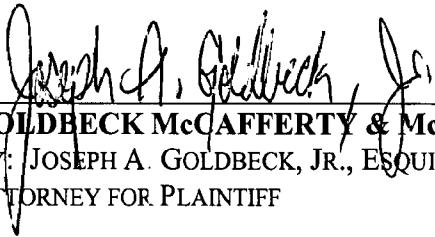
Principal Balance	\$47,345.55
Interest from 07/01/2007 through 11/27/2007 at 10.2500%.....	\$1,993.49
Per Diem interest rate at \$13.29	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph	\$2,367.28
Late Charges from 08/01/2007 to 11/27/2007	\$90.23
Monthly late charge amount at \$22.56	
Costs of suit and Title Search	\$900.00
Monthly Escrow amount \$133.19	
	<hr/>
	\$52,696.55

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that

was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendant have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$52,696.55, together with interest at the rate of \$13.29, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

GOLDBECK McCAFFERTY & MCKEEVER

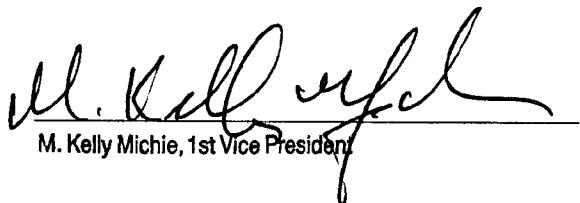
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 12/12/07



M. Kelly Michie, 1st Vice President

Section 1 Lot 67 Treasure Lake Dubois, PA 15801 - KEVEN J. FINLEY

Exhibit A

Exhibit "A"

ALL that certain tract of land, together with all improvements thereon, designated as Lot 67, Section 1, "Barbados" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25. MAP #128-D02-001-00067-00-21

UNDER AND SUBJECT, nevertheless, to all reservations, restrictions, covenants, conditions, easements, leases and rights of way appearing of record, including but not limited to those appearing at Deed Book 1273, page 182, which are:

1. All easements, rights of way, reservations and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc. which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Tara L. Troup and Keven J. Finley to Keven J. Finley, by deed dated August 10, 2001 and recorded August 13, 2001 at Clearfield County Instrument No. 200112648.

Exhibit B



HOME LOANS
P.O. Box 9048
Temecula, CA 92589-9048

Send Payments To:
PO BOX 660694
Dallas, TX 75266-0694

Send Correspondence to:
PO Box 5170, MS SV314B
Simi Valley, CA 93065



2205343255

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Keven J Finley
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801-9044

071301-BLQPA1



**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.

YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

Section 1 Lot 67 Treasure Lake Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	08/01/2007	\$1,753.17
<u>Late Charges:</u>	08/01/2007	\$45.12
<u>Other Late Charges</u>	Total Late Charges: Uncollected Costs: Partial Payment Balance:	\$0.00 \$1,250.09 (\$39.97)
	TOTAL DUE:	\$3,008.41

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

E-mail use: Providing your e-mail address below will allow us to send you information on your account
Account Number: 1069168
Keven J Finley E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the largest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest; (ii) escrow deficiencies; (iii) late charges and other amounts you owe in connection with your loan; and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,008.41, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.** **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: *Countrywide Home Loans Servicing LP*
Address: *P. O. Box 660694 Dallas, TX 75266-0694*
Phone Number: *1-800-669-0102*
Fax Number: *1-805-577-3432*
Contact Person: *MS PTX-36*
Attention: *Loan Counselor*

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

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE



THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are: (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before October 31, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by October 31, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

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

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

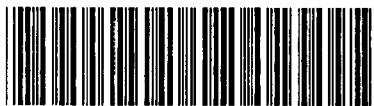
The NORCAM Group
4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
814.948.4444



HOME LOANS
P.O. Box 9048
Temecula, CA 92589-9048

Send Payments To:
PO BOX 660694
Dallas, TX 75266-0694

Send Correspondence to:
PO Box 5170, MS SV314B
Simi Valley, CA 93065



2205343282

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Keven J Finley
1672 TREAS JRE LK
DU BOIS, PA 15801-9044

071301-BLQPA1





P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
PO Box 660694
Dallas, TX 75266-0694

October 1, 2007

Keven J Finley
1672 TREASURE LK
DU BOIS, PA 15801-9044

Account No.: 1069168
Property Address:
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S):
PROPERTY ADDRESS:

Keven J Finley
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

LOAN ACCT. NO.:

1069168

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Countrywide Home Loans Servicing LP

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

Please write your account number on all checks and correspondence.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: 1069168-1

Keven J Finley
Section 1 Lot 67 Treasure Lake

Balance Due for charges listed above: \$3,008.41 as of 10/01/2007.

Please update e-mail information on the reverse side of this coupon.

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (If total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

BLOPA1

Additional Principal

Additional Escrow

Other

Check Total

Countrywide
PO BOX 660694
Dallas, TX 75266-0694

XXXXXXXXXXXXXXXXXXXX



001069168100000300841000300841

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.

YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

Section 1 Lot 67 Treasure Lake Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	08/01/2007	\$1,753.17
<u>Late Charges:</u>	08/01/2007	\$45.12
<u>Other Late Charges</u>	Total Late Charges: Uncollected Costs Partial Payment Balance:	\$0.00 \$1,250.09 (\$39.97)
	TOTAL DUE:	\$3,008.41

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

E-mail use: Providing your e-mail address below will allow us to send you information on your account
Account Number: 1069168
Keven J Finley E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the largest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,008.41, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees. YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: *Countrywide Home Loans Servicing LP*
Address: *P. O. Box 660694 Dallas, TX 75266-0694*
Phone Number: *1-800-669-0102*
Fax Number: *1-805-577-3432*
Contact Person: *MS PTX-36*
Attention: *Loan Counselor*

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

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE



THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before October 31, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by October 31, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

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

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

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

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

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff
vs.

KEVEN J. FINLEY **Mortgagor(s) and Record
Owner(s)**

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

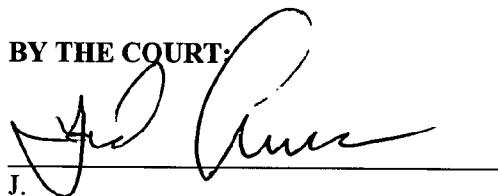
Term, No. 2007-2027-CD

ORDER

And now, on this 26 day of Feb., 2008, upon
consideration of the Motion to Compe. Sheriff to Process Return of Service of plaintiff,
COUNTRYWIDE HOME LOANS INC. ("Plaintiff"), and any response thereto, it is hereby

ORDERED and DECREED that the Sheriff of Clearfield County shall (i) file the return
of service with the Prothonotary, and (ii) send a copy of the return of service to Plaintiff's
counsel within five (5) days of the date of this Order.

BY THE COURT



01/4/08 5:41 PM ICC
FEB 26 2008 Atty Fein

William A. Shaw
Prothonotary/Clerk of Courts



DATE 2/20/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

— — — — —

FEB 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER
BY: DAVID FEIN, ESQUIRE
Attorney I.D. #82628
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff
vs.

KEVEN J. FINLEY
Mortgagor(s) and Record Owner(s)

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY
Term, No. 2007-2027-CD

MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE

Plaintiff, COUNTRYWIDE HOME LOANS INC. (“Plaintiff”), by and through its attorneys, Goldbeck McCafferty & McKeever, moves this Honorable Court for an Order to Compel the Sheriff of Clearfield County to process the return of service:

1. On December 13, 2007 Plaintiff filed its Complaint in Mortgage Foreclosure.
2. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon defendants, KEVEN J. FINLEY (“Defendants”)
3. To the best of Plaintiff’s knowledge, the Sheriff attempted service of the complaint.
4. Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added).

100
m/10/56/01 Atty
Fern
ER 25 2008
William A. Shaw
Notary/Clerk of Court
G

5. Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made.

6. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff.

7. The Sheriff is not in compliance with Rule 405.

8. The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

GOLDBECK McCAFFERTY & MCKEEVER



David Fein, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER
BY: DAVID FEIN, ESQUIRE
Attorney I.D. #82628
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024
Plaintiff

vs.

KEVEN J. FINLEY
Mortgagor(s) and Record Owner(s)

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY
Term, No. 2007-2027-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS
MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

I. FACTS

On December 13, 2007, Plaintiff filed its Complaint in Mortgage Foreclosure. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon Defendants. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.

II. ARGUMENT

Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added). Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff. The Sheriff is not in compliance with Rule 405.

III. CONCLUSION

The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit. Plaintiff therefore requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

GOLDBECK McCAFFERTY & MCKEEVER



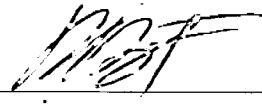
David Fein, Esquire
Attorney for Plaintiff

VERIFICATION

David Fein, Esquire, hereby states that he is the attorney for Plaintiff herein, and that all of the facts set forth within the attached Motion are true and correct to the best of his knowledge, information and belief. The undersigned understands that the foregoing statements are made subject to the penalties of 18 P.S. Section 4904.

GOLDBECK McCAFFERTY & MCKEEVER

By:



David Fein, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER
BY: DAVID FEIN, ESQUIRE
Attorney I.D. #82628
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff
vs.

KEVEN J. FINLEY
Mortgagor(s) and Record Owner(s)

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

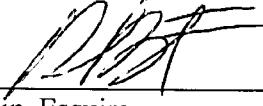
Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY
TERM, No. 2007-2027-CD

CERTIFICATE OF SERVICE

David Fein, Esquire, hereby certifies that on February 22, 2008 he did serve true and correct copies of the within Motion by first class mail, postage pre-paid upon the following:

KEVEN J. FINLEY
257 Kiwanis Trail
Dubois, PA 15801



David Fein, Esquire
Attorney for Plaintiff

Date: February 22, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103536
NO: 07-2027-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.
vs.
DEFENDANT: KEVEN J. FINLEY

SHERIFF RETURN

NOW, December 21, 2007 AT 12:57 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEVEN J. FINLEY DEFENDANT AT 257 KIWANIS TRAIL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TARA FINLEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

01/10/08
FEB 27 2008
W.A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103536
NO: 07-2027-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.
vs.
DEFENDANT: KEVEN J. FINLEY

SHERIFF RETURN

NOW, December 21, 2008 AT 12:57 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEVEN J. FINLEY DEFENDANT AT 257 KIWANIS TRAIL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TARA FINLEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103536
NO: 07-2027-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.
vs.
DEFENDANT: KEVEN J. FINLEY

SHERIFF RETURN

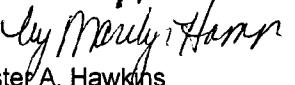
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	319242	20.00
SHERIFF HAWKINS	GOLDBECK	319242	42.43

Sworn to Before Me This

____ Day of _____ 2008

So Answers,


By 
Chester A. Hawkins
Sheriff

In the Court of Common Pleas of Clearfield County

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

KEVEN J. FINLEY
(Mortgagor(s) and Record Owner(s))
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

12-251c
William A. Shaw
Prothonotary/Clerk of Court

NOTICE TO

No. 2007-2027-CD

PLEA.

COPY TO ATTYS

PRAECLPICE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against KEVEN J. FINLEY by default for want of an Answer.

Assess damages as follows:

\$53,921.04

Debt

Interest from 02/03/2008 to Date of Sale

Total

(Assessment of Damages attached)

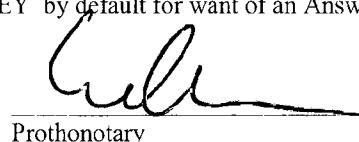
**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.



Michael T. McKeever
Attorney for Plaintiff
I.D. #56129

AND NOW MARCH 10, 2008, Judgment is entered in favor of
COUNTRYWIDE HOME LOANS INC. and against KEVEN J. FINLEY by default for want of an Answer and damages
assessed in the sum of \$53,921.04 as per the above certification.


Prothonotary

Rule of Civil Procedure No. 236 – Revised

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

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

No. 2007-2027-CD

vs.

KEVEN J. FINLEY
(Mortgagors and Record Owner(s))
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

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

NOTICE

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

William Shaw
Prothonotary

Bv[•]

Deputy

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

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

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

DATE OF THIS NOTICE: **January 22, 2008**

TO:

KEVEN J. FINLEY
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.
KEVEN J. FINLEY
(Mortgagor(s) and Record Owner(s))
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2007-2027-CD

Defendant(s)

TO: **KEVEN J. FINLEY**
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

IMPORTANT NOTICE

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

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

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

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

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

DATE OF THIS NOTICE: **January 22, 2008**

TO:

KEVEN J. FINLEY
257 Kiwanis Trail
Dubois, PA 15801

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.
KEVEN J. FINLEY
(Mortgagor(s) and Record Owner(s))
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2007-2027-CD

Defendant(s)

TO: **KEVEN J. FINLEY**
257 Kiwanis Trail
Dubois, PA 15801

IMPORTANT NOTICE

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

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

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

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

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, KEVEN J. FINLEY, is about unknown years of age, that Defendant's last known residence is 257 Kiwanis Trail, Dubois, PA 15801, and is engaged in the unknown business located at unknown address.

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

Date: 2/10/09



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

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

KEVEN J. FINLEY
(Mortgagor(s) and Record owner(s))
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2007-2027-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of COUNTRYWIDE HOME LOANS INC., and against KEVEN J. FINLEY for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$53,921.04.



Michael T. McKeever
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is COUNTRYWIDE HOME LOANS INC. 7105 Corporate Drive PTX C-35 Plano, TX 75024 and that the name(s) and last known address(es) of the Defendant(s) is/are KEVEN J. FINLEY, 257 Kiwanis Trail Dubois, PA 15801;



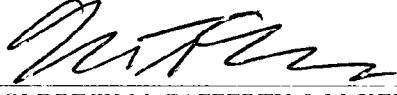
GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$47,345.55
Interest from 07/01/2007 through 02/02/2008	\$2,883.92
Reasonable Attorney's Fee	\$2,367.28
Late Charges	\$157.91
Costs of Suit and Title Search	\$900.00
Escrow Payments Due 2 X \$133.19	\$266.38
<hr/>	
	\$53,921.04


GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

AND NOW, this 10th day of MARCH, 2008 damages are assessed as above.



Pro Prothy

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

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

KEVEN J. FINLEY
(**Mortgagor(s) and Record Owner(s)**)
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2007-2027-CD

AFFIDAVIT PURSUANT TO RULE 3129

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Michael T. McKeever, 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:

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

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

KEVEN J. FINLEY
257 Kiwanis Trail
Dubois, PA 15801

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

KEVEN J. FINLEY
257 Kiwanis Trail
Dubois, PA 15801

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
7105 Corporate Drive, PTX B-35
Plano, TX 75024

COMMONWEALTH OF PA DEPT. OF LABOR AND INDUSTRY
16TH FLOOR
L&I BUILDING
HARRISBURG, PA 17121

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement

Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

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

FIRST COMMONWEALTH BANK, DEPOSIT BANK
654 Philadelphia Street
P.O. Box 400
Indiana, PA 15701

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.
13 Treasure Lake
Dubois, PA 15801

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

FIRST COMMONWEALTH BANK
2 East Long Avenue, P.O. Box 607A
DuBois, PA 15801

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

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

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

TENANTS/OCCUPANTS
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: January 28, 2008



GOLDBECK McCAFFERTY & MCKEEVER
BY: Michael T. McKeever, Esq.
Attorney for Plaintiff

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

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

KEVEN J. FINLEY
Mortgagor(s) and Record Owner(s)
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

IN THE COURT OF
COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

NO. 2007-2027-CD

CERTIFICATION AS TO THE SALE OF REAL PROPERTY

I, Michael T. McKeever, Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.



Michael T. McKeever
Attorney for plaintiff

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P 3180-3183

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

REC
W/2/2012
William A. Shaw
Prothonotary/Clerk of Court

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff
vs.

KEVEN J. FINLEY
Mortgagor(s) and Record Owner(s)
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

1 Cents w/ 6 weeks to
COPY TO MTA STEPHEN
IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2007-2027-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	\$53,921.04
Interest from 02/03/2008 to Date of Sale at 10.2500%	

(Costs to be added)

Prothonotary costs \$125.00


GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

Term
No. 2007-2027-CD
IN THE COURT OF COMMON PLEAS
COUNTRYWIDE HOME LOANS INC.

vs.

KEVEN J. FINLEY
(Mortgagor(s) and Record Owner(s))
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Michael T. McKeever
Attorney for Plaintiff

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

ALL that certain tract of land, together with all improvements thereon, designated as Lot 67, Section 1, "Barbados" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25. MAP #128-D02-001-00067-00-21

UNDER AND SUBJECT, nevertheless, to all reservations, restrictions, covenants, conditions, easements, leases and rights of way appearing of record, including but not limited to those appearing of Deed Book 1273, page 182, which are:

1. All easements, rights of way, reservation and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the lands.
3. All minerals and mining rights of every kind and nature.
4. A lien for unpaid charges or assessments as may be made by Treasure Lake Property Owner Association, Inc. which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Tara L. Troup and Keven J. Finley to Keven J. Finley, by deed dated August 10, 2001 and recorded August 13, 2001 at Clearfield County Instrument No. 200112648

TAX PARCEL# 128-C02-001-00067-00-21

BEING KNOWN AS – Section 1, Lot 67, Treasure Lake, Dubois, PA 15801

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

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

vs.

KEVEN J. FINLEY
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

In the Court of Common Pleas of
Clearfield County

No. 2007-2027-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: Section 1 Lot 67 Treasure Lake Dubois, PA 15801

See Exhibit "A" attached

AMOUNT DUE	\$53,921.04
------------	-------------

Interest From **02/03/2008**
Through Date of Sale

(Costs to be added)

Prothonotary costs

\$125--

Willie

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: 3-10-08

Deputy _____

Term
No. 2007-2027-CD

IN THE COURT OF COMMON PLEAS
COUNTRYWIDE HOME LOANS INC.

vs.

KEVEN J. FINLEY

Mortagor(s)

Section 1 Lot 67 Treasure Lake Dubois, PA 15801

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$53,921.04
INTEREST from	\$— — —
COSTS PAID:	\$— — —
PROTHY	\$— — —
SHERIFF	\$— — —
STATUTORY	\$— — —
COSTS DUE PROTHY	\$— — —
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever
Attorney for Plaintiff

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

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TAX PARCEL# 128-C02-001-00067-00-21

BEING KNOWN AS – Section 1, Lot 67, Treasure Lake, Dubois, PA 15801

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

59144FC
CF: 12/13/2007
SD: 06/06/2008
\$53,921.04

MAY 09 2008
PM 11:40 AM
William A. Shaw
Prothonotary/Clerk of Courts no c/c

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

IN THE COURT OF COMMON PLEAS

Plaintiff

vs.

KEVEN J. FINLEY
Mortgagor(s) and
Record Owner(s)

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2007-2027-CD

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

Personal Service by the Sheriff's Office/competent adult (copy of return attached).
 Certified mail by Michael T. McKeever (original green Postal return receipt attached).
 Certified mail by Sheriff's Office.
 Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

Premises was posted by Sheriff's Office/competent adult (copy of return attached).
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
 Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).
 Published in accordance with court order (copy of publication attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

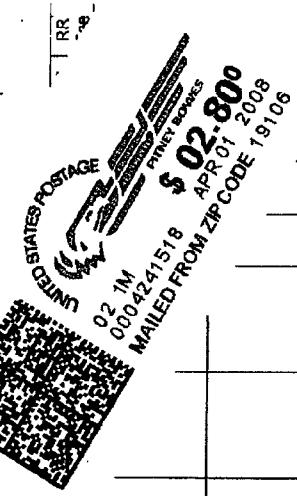

BY: Michael T. McKeever
Attorney for Plaintiff

Name and Address of Sender
GOLDBECK
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532

Check type of mail or service:

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

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



Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage 90¢ 02-11-08 PA 15801 CLEARFIELD PA	Postage 90¢ 02-11-08 PA 15801 CLEARFIELD PA	Actual Handling Charge if Reg'd.	Date of Receipt
1.	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 7105 Corporate Drive, PTX B-35 Plano, TX 75024	FIRST COMMONWEALTH BANK 2 East 18th Avenue Dubois, PA 15801	FIRST COMMONWEALTH BANK 2 East 18th Avenue S. D. Box 607A Dubois, PA 15801		
2.	COMMONWEALTH OF PA DEPT. OF LABOR AND INDUSTRY 16TH FLOOR L&I BUILDING HARRISBURG, PA 17121	TENANT SOCIETY Section 1 Lot 67 Treasure Lake Dubois, PA 15801			
3.	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health-and-Welfare-Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675				
4.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830				
5.	FIRST COMMONWEALTH BANK, DEPOSIT BANK 654 Philadelphia Street P.O. Box 400 Indiana, PA 15701				
6.	TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. 13 Treasure Lake Dubois, PA 15801				
7.					
8.					

Total Number of Pieces
Listed by Sender **8** Total Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

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

59144FC Clearfield County Sale Date:

KEVEN J. FINLEY

Complete by Typewriter, Ink, or Ball Point Pen

PROVEST, LLC
P.O. Box 1180
Bay Shore, New York 11706
(631) 666-6168

GOLDBECK, MCCAFFERTY & MCKEEVER
MELLON INDEPENDENCE CENTER
701 MARKET STREET, SUITE 5000
PHILADELPHIA, PA 19106

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
CIVIL ACTION- LAW

COURT CASE NO.: 2007-2027-CD

COUNTRYWIDE HOME LOANS INC.,

Plaintiff,

Against

**AFFIDAVIT
OF SERVICE**

KEVEN J. FINLEY, ET AL

Defendants,

STATE OF FLORIDA COUNTY OF INDIAN RIVER

Michael C. Lee being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of FL.

That on 5/1/08 at 12:05 pm at 7638 133RD SQUARE, SEBASTIAN, FL 32958 deponent served the within NOTICE OF SALE bearing court case number 2007-2027-CD on **KEVEN J. FINLEY**, defendant therein named,

INDIVIDUAL



by delivering thereat a true copy of each to said defendant personally, deponent knew said person so served to be the person described as said defendant therein. (S)He identified (her) himself as such.

**SUITABLE AGE
PERSON**



By delivering thereat a copy of each to Keven Finley, a person of suitable age and discretion. That person was also asked by deponent whether said premises was the defendant's dwelling home and the reply was affirmative.

DESCRIPTION

Deponent describes the individual served to the best of deponent's ability at the time and circumstances of service as follow:

Sex	Skin Color	Hair Color	Age (Aprx)	Height (Aprx)	Weight (Aprx)
F	WHITE	DIRTY BIRCH	30	5'4"	140 LBS

**MILITARY
SERVICE**



I asked the person spoken to whether the defendant was in active military service of the United States or of the State of FL in any capacity whatever and received a negative reply. The source of my information and the grounds of my belief I aver that the defendant is not in the military service of FL or of the United States as that term is defined in either the State or Federal statutes.

SWORN TO BEFORE ME ON

Michael C. Lee

Notary Public State of Florida
Brooke Zambuto
My Commission DD761722
Expires 02/24/2012

Michael C. Lee

LICENSE #
FILE # 59144FC
CASE ID # 964273

GOLDBECK McCAFFERTY & MCKEEVER

BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-825-6320
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

KEVEN J. FINLEY
Mortgagor(s) and Record Owner(s)

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2007-2027-CD

AFFIDAVIT PURSUANT TO RULE 3129

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Michael T. McKeever, 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:

Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

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

KEVEN J. FINLEY
7638 133RD SQUARE
SEBASTIAN, FL 32958

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

KEVEN J. FINLEY
7638 133RD SQUARE
SEBASTIAN, FL 32958

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

FIRST COMMONWEALTH BANK, DEPOSIT BANK
654 Philadelphia Street
P.O. Box 400
Indiana, PA 15701

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.
13 Treasure Lake
Dubois, PA 15801

COMMONWEALTH OF PA DEPT. OF LABOR AND INDUSTRY
16TH FLOOR
L&I BUILDING
HARRISBURG, PA 17121

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

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
7105 Corporate Drive, PTX B-35
Plano, TX 75024

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

FIRST COMMONWEALTH BANK
2 East Long Avenue, P.O. Box 607A
DuBois, PA 15801

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

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

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

TENANTS/OCCUPANTS
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: May 8, 2008


GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever, Esq.
Attorney for Plaintiff

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

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

KEVEN J. FINLEY
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

Defendant

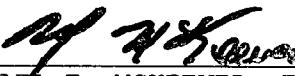
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 2007-2027-CD

PRAECIPE TO VACATE JUDGMENT

TO THE PROTHONOTARY:

Kindly vacate the judgment upon payment of your costs only.


MICHAEL T. MCKEEVER, ESQUIRE

cc
MT:46/BS
AUG 08 2008 Atty pd 7.00

William A. Shaw
Prothonotary/Clerk of Courts


GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever

Attorney I.D. #56129

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-825-6321

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX C-35

Plano, TX 75024

Plaintiff

vs.

KEVEN J. FINLEY

Section 1 Lot 67 Treasure Lake

Dubois, PA 15801

Defendant

IN THE COURT OF COMMON PLEAS

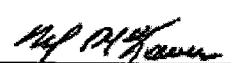
OF CLEARFIELD COUNTY

No. 2007-2027-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

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


MICHAEL T. MCKEEVER, ESQUIRE

NOCC
M/T:4LAD
AUG 11 8 2008 No Cert. of Disc
Requested
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20746
NO: 07-2027-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.
vs.
DEFENDANT: KEVEN J. FINLEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/11/2008

LEVY TAKEN 3/31/2008 @ 10:12 AM

POSTED 3/31/2008 @ 10:12 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/25/2008

DATE DEED FILED **NOT SOLD**

0/0:00 Lh
AUG 25 2008
LS

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED KEVEN J. FINLEY

DEPUTIES UNABLE TO SERVE KEVEN J. FINLEY, DEFENDANT, AT HIS RESIDENCE 257 KIWANIS TRAIL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BECAUSE DEFENDANT MOVED TO FLORIDA.

5/13/2008 @ SERVED KEVEN J. FINLEY

SERVED KEVEN J. FINLEY, DEFENDANT, BY REG & CERT MAIL TO 7638 133RD SQUARE, SEBASTIAN, FL 32958 CERT #70060810000145073824. JUNE 2, 2008 CERT. RETURNED TO SHERIFF'S OFFICE REFUSED.

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

@ SERVED

NOW, JUNE 2, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JUNE 6, 2008 TO JULY 11, 2008.

@ SERVED

NOW, JULY 3, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR A PAYMENT OF \$13,549.06 WAS RECEIVED TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20746
NO: 07-2027-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.

vs.

DEFENDANT: KEVEN J. FINLEY

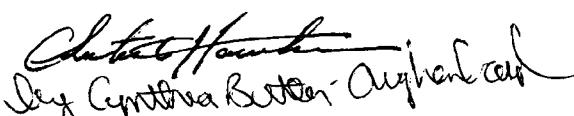
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$490.78

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

COUNTRYWIDE HOME LOANS INC.
7105 Corporate Drive
PTX C-35
Plano, TX 75024

vs.

KEVEN J. FINLEY
Section 1 Lot 67 Treasure Lake
Dubois, PA 15801

In the Court of Common Pleas of
Clearfield County

No. 2007-2027-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: Section 1 Lot 67 Treasure Lake Dubois, PA 15801

See Exhibit "A" attached

AMOUNT DUE	\$53,921.04
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Interest From 02/03/2008
Through Date of Sale

(Costs to be added)

Prothonotary costs 75 - -


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: 3-10-08

Deputy _____

Received this writ this 11th day
of March A.D. 2008
At 3:00 A.M./P.M.

Chesler A. Hawkins
Sheriff by Amber Buttner-Cayhunkay

Term
No. 2007-2027-CD

IN THE COURT OF COMMON PLEAS
COUNTRYWIDE HOME LOANS INC.

vs.

KEVEN J. FINLEY

Mortagor(s)
Section 1 Lot 67 Treasure Lake Dubois, PA 15801

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$ 553,921.04
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	\$ _____
Judg. Fee	\$ _____
Cr.	\$ _____
Sat.	\$ _____

Michael T. McKeever
Attorney for Plaintiff

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

ALL that certain tract of land, together with all improvements thereon, designated as Lot 67, Section 1, "Barbados" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25. MAP #128-D02-001-00067-00-21

UNDER AND SUBJECT, nevertheless, to all reservations, restrictions, covenants, conditions, easements, leases and rights of way appearing of record, including but not limited to those appearing of Deed Book 1273, page 182, which are:

1. All easements, rights of way, reservation and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the lands.
3. All minerals and mining rights of every kind and nature.
4. A lien for unpaid charges or assessments as may be made by Treasure Lake Property Owner Association, Inc. which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Tara L. Troup and Keven J. Finley to Keven J. Finley, by deed dated August 10, 2001 and recorded August 13, 2001 at Clearfield County Instrument No. 200112648

TAX PARCEL# 128-C02-001-00067-00-21

BEING KNOWN AS – Section 1, Lot 67, Treasure Lake, Dubois, PA 15801

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KEVEN J. FINLEY

NO. 07-2027-CD

NOW, August 25, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Keven J. Finley 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 \$13,549.06 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	19.19
LEVY	15.00
MILEAGE	19.19
POSTING	15.00
CSDS	10.00
COMMISSION	270.98
POSTAGE	11.42
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	13,549.06
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$490.78

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	53,921.04
INTEREST @ 15.1400	(11,098,755.
FROM 02/03/2008 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	(\$11,044,814.46)
COSTS:	
ADVERTISING	1,501.95
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	490.78
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,383.73

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

CHESTER A. HAWKINS, Sheriff

SENDER: COMPLETE THIS SECTION

COMPLETE 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:

KEVEN J. FINLEY
7638 133RD SQUARE
SEBASTIAN, FL 32958

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 3824**

Domestic Return Receipt

102595-02-M-1540

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

June 2, 2008

Clearfield

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

RE: COUNTRYWIDE HOME LOANS INC.
vs.
KEVEN J. FINLEY
Term No. 2007-2027-CD

Property address: *Section 1 Lot 57 Treasure Lake
Dubois, PA 15801*

Sheriff's Sale Date: June 06, 2008

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for June 06, 2008 to July 11, 2008.

Thank you for your cooperation.

Very truly yours,


Michael T. McKeever

MTM/AmyG

cc: Jacqueline Garner
COUNTRYWIDE HOME LOANS INC.
Acct. #1069168

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

July 3, 2008

Clearfield

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

BOOK WRIT

RE: COUNTRYWIDE HOME LOANS INC.
vs.
KEVEN J. FINLEY
Term No. 2007-2027-CD

Property address:

*Section I Lot 67 Treasure Lake
Dubois, PA 15801*

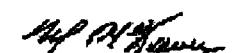
Sheriff's Sale Date: July 11, 2008

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$13,549.06 towards my client's debt.

Thank you for your cooperation.

Very truly yours,


MICHAEL T. MCKEEVER

MTM/jlb

cc: Jacqueline Garner
COUNTRYWIDE HOME LOANS INC.
Acct. #1069168