

08-214-CD

Manu. & Traders vs N. Kyler al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS TRUST  
CO. d/b/a M & T BANK,

CIVIL DIVISION

Plaintiff,  
v.

NO. 08-214-CD

NORMAN J. KYLER and  
PATRICIA L. KYLER, his wife,

Defendants.

TO: DEFENDANTS

YOU ARE HEREBY NOTIFIED TO FILE A  
WRITTEN RESPONSE TO THE ENCLOSED  
COMPLAINT WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A JUDGMENT MAY BE  
ENTERED AGAINST YOU.

SHERRARD, GERMAN & KELLY, P.C.

By:   
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF  
PLAINTIFF IS:  
1100 Wehrle Drive, 2nd Floor,  
Williamsville, NY 142221  
AND THE DEFENDANTS ARE:  
409 Juniata Avenue  
Brisbin, PA 16620 and  
233 Irvin Street  
Brisbin, PA 16620

TYPE OF PLEADING:  
CIVIL ACTION COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF PLAINTIFF:  
MANUFACTURERS AND TRADERS  
TRUST CO

COUNSEL OF RECORD FOR THIS  
PARTY:

PAUL DAVID BURKE, ESQUIRE  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.

Firm #006

SHERRARD, GERMAN & KELLY, P.C.

BY:   
ATTORNEYS FOR PLAINTIFF

28TH FLOOR, TWO PNC PLAZA  
PITTSBURGH, PA 15222  
(412) 355-0200

CERTIFICATION OF LOCATION:

I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTION BY THIS LIEN  
IS: Brisbin Borough

SHERRARD, GERMAN & KELLY, P.C.

BY:   
ATTORNEYS FOR PLAINTIFF

2008-02-06 2008-02-06  
m/12.50m pd \$95.00  
FEB 06 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS TRUST CIVIL DIVISION  
CO. d/b/a M & T BANK,

Plaintiff, NO.  
v.

NORMAN J. KYLER and  
PATRICIA L. KYLER, his wife,

Defendants.

NOTICE TO DEFEND

**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  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

Telephone No. (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS TRUST CIVIL DIVISION  
CO. d/b/a M & T BANK,

Plaintiff, NO.  
v.

NORMAN J. KYLER and  
PATRICIA L. KYLER, his wife,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, MANUFACTURERS AND TRADERS TRUST CO. d/b/a M & T BANK, by and through its attorneys, Sherrard, German & Kelly, P.C., and files this Complaint in Mortgage Foreclosure as follows:

1. Plaintiff is MANUFACTURERS AND TRADERS TRUST CO. d/b/a M & T BANK, which has its principal place of business at 1100 Wehrle Drive, 2nd Floor, Williamsville, New York 142221.
2. Defendants are NORMAN J. KYLER and PATRICIA L. KYLER, his wife, individuals, residing within the Commonwealth of Pennsylvania at 409 Juniata Avenue, Brisbin, PA 16620 and 233 Irvin Street, Brisbin, PA 16620, respectively.
3. On or about June 8, 2006, Defendants, NORMAN J. KYLER and PATRICIA L. KYLER, his wife, executed a Personal Loan Note and Mortgage of Real Estate ("Note") in favor of Plaintiff, in the original principal amount of \$86,000.00.
4. On or about June 8, 2006, as security for payment of the aforesaid Note, Defendants, NORMAN J. KYLER and PATRICIA L. KYLER, his wife, made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$86,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office

of the Recorder of Deeds of Clearfield County on August 11, 2006, in Mortgage Book Instrument Number 200613484. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants, NORMAN J. KYLER and PATRICIA L. KYLER, his wife, are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Note and Mortgage for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due.

7. Demand for payment has been made upon Defendants by Plaintiff, but Defendants have failed or refused to pay.

8. On or about December 19, 2007, Defendants were mailed Notices of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983. A true and correct copy of said Notice is marked Exhibit "B", attached hereto and made a part hereof.

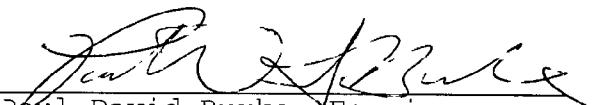
9. On or about December 19, 2007, Defendants were mailed Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. 101, et seq. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$83,405.66
Interest thru 12/11/07	<u>\$ 1,709.35</u>
TOTAL	\$85,115.01

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$85,115.01 with interest on the principal amount thereof (\$83,405.66) at the rate of \$15.40 per diem from December 11, 2007, plus costs (including increases in escrow deficiency) additional late charges, legal fees, and for foreclosure and sale of the mortgaged premises.

SHERRARD, GERMAN & KELLY, P.C.

By:   
Paul David Burke, Esquire  
Pa. I.D. #34960  
Attorneys for Plaintiff  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

**Exhibit "A"**

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

Instrument Number - 200613484

Recorded On 8/11/2006 At 11:23:28 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 9

Invoice Number - 153321

\* Mortgagor - KYLER, NORMAN J

\* Mortgagee - MANUFACTURERS AND TRADERS TRUST COMPANY

\* Customer - GROUP 9 INC

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$21.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$36.50

**\*RETURN DOCUMENT TO:**  
GROUP 9 INC

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared by: Manufacturers & Traders Trust Company  
 Return to: Manufacturers & Traders Trust Company  
 1 Fountain Plaza 4th Floor Buffalo, NY 14203  
 Attn: Documentation and Collateral  
 Parcel ID #: 1-M14-331-17 & 1-M14-331-18

1000017840977000/

Group9 Inc.  
 2005 Cabot Blvd. West  
 Langhorne, PA 19047



**PERSONAL LOAN NOTE AND MORTGAGE OF REAL ESTATE**  
 Manufacturers and Traders Trust Company

June 08, 2006

Name and address of each person signing this note and mortgage as a borrower, as a guarantor or as an owner who is not a borrower or guarantor

Borrower 1's Name Norman J Kyler  
 Borrower 1's Address 223 Irvin St, Brisbin, PA 16520

Borrower 2's Name Patricia L Kyler  
 Borrower 2's Address 223 Irvin St, Brisbin, PA 16620

Mortgagee: Manufacturers and Traders Trust Company  
 Appraisal fee \$ 250.00 Mortgage recording fee \$ 36.50 Tax Parcel # 1-M14-331-17 & 1-M14-331-18

**Meaning of some words.** In this note and mortgage, (1) "you" and "your" mean anyone signing this note and mortgage-whether as a borrower, as a guarantor or an owner who is not a borrower or guarantor, (2) "we," "us" and "our" mean Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14240, (3) "your property" means the real estate described in the section entitled "Mortgage covering your property," (4) "the loan" means credit obtained from us in the amount shown in the section entitled "Promise to pay," and (5) "prior mortgage" means any presently existing mortgage covering your property.

**What law applies.** Any legal question concerning this note and mortgage will be decided in accordance with Pennsylvania law and, to the extent applicable, federal law.

**Promise to pay.** In return for the loan you have received, you promise to pay us U.S. \$ 86,000.00 (this amount is "principal") plus interest at a yearly rate of 6.74%. You will pay principal and interest by making monthly payments on the 14th day of each month beginning on July 14, 2006. You will make monthly payments of \$ 760.69. (or, if the following blanks are completed, each of the first        installments will be \$       , and the last installment will be \$       .) You may make monthly payments at our banking offices, at the address indicated in the coupon book we will send to you, or at such other place as we may designate from time to time. If you still owe any amounts under this note and mortgage on June 14, 2021 (the "maturity date") you agree to pay those amounts in full.

**Late charges.** If any instalment owing under this note and mortgage is overdue for more than 15 days, you must pay us a late charge of 10% of the unpaid amount of the instalment or \$20.00 whichever is greater.

**Returned Check Charge.** If any check you use to make a payment under this mortgage and note is dishonored because of insufficient or uncollected funds or because the account has been closed, you agree to pay to us a returned check charge of \$20.00.

**Prepayment.** You may prepay all amounts owing under this note and mortgage at any time.

File Ref. No. 20061251809000  
 SB280 (12/06)

Page

**'Schedule A'**

NAME(S): NORMAN J. KYLER AND PATRICIA L. KYLER

LONG LEGAL: ALL THAT CERTAIN PARCEL OR TRACT OF LAND SITUATE IN THE BOROUGH OF BRISBIN, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA AND BEING THE SAME REAL PROPERTY CONVEYED TO NORMAN J. KYLER AND PATRICIA L. KYLER BY DEED ON 07/28/1999 AS DOCUMENT NO. 199912426 AMONG THE OFFICIAL RECORDS OF CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA. SAID DEED REFERENCE MADE HEREIN FOR A MORE FULL DESCRIPTION.

TAX MAP#: 1-M14-331-17

TAX MAP#: 1-M14-331-18

can, but we do not have to, manage your property and collect rental payments from it to the extent permitted by applicable law. We will apply the money we receive from managing your property and collecting rental payments from it first to attorney's fees and other expenses we pay as a result of doing so and then to amounts owing under this note and mortgage but not yet paid in any order we choose.

**Foreclosure and enforcement.** If we declare all amounts owing under this note and mortgage but not yet paid immediately due, we can foreclose our interest in your property and foreclose or enforce our security interest in anything that is or becomes a fixture in relation to your property. To foreclose an interest in real estate or anything that is a fixture in relation to real estate means to have the real estate or thing that is a fixture sold at a public sale.

**Receiver.** If we bring an action to foreclose our interest in your property, we will be entitled to have a receiver appointed. A receiver is a person appointed by a court to manage real estate and collect rental payments from the real estate.

**Foreclosure, enforcement and collection costs.** If we hire an attorney to bring a lawsuit to foreclose our interest in your property, foreclose or enforce our security interest in anything that is or becomes a fixture in relation to your property or collect in any other way any amount owing under this note and mortgage but not yet paid, you must pay us the attorney's fee and all court costs we pay in connection with the lawsuit.

**Other legal expenses.** If we hire an attorney because someone other than you sues us as the owner of this note and mortgage or because we have to defend any of your rights in your property or other property in order to protect any of our rights in your property, you must pay us the attorney's fee and all other costs we pay in connection with the lawsuit.

**Notices.** If we want to notify you, or you want to notify us, about something relating to this note and mortgage, the notice can be in writing and can be delivered in person or sent by mail. In other words, notice and demand or request can be made in writing and can be served in person or by mail to the extent permitted by applicable law.

**Guarantee.** Anyone signing this note and mortgage as a guarantor, or anyone signing it as a borrower so we will provide credit to someone else signing it, unconditionally guarantees the payment of all amounts owing under it and will be bound by all its provisions, except that he or she will not have to pay any amount owing under it until the amount becomes overdue.

**Owner who is not borrower or guarantor.** Anyone signing this note and mortgage as an owner who is not a borrower or guarantor gives us a mortgage covering your property and all rights described in the sections entitled "Other rights in real estate" and "Taking" and gives us a security interest in all things that are or become fixtures in relation to your property. Also, anyone signing this note and mortgage as an owner who is not a borrower or guarantor will be bound by all its provisions, except that he or she will not have to pay any amount owing under it.

**Giving up of rights.** You give up any right to require that we (1) demand that you pay any amount owing under this note and mortgage, (2) notify you if any amount owing under this note and mortgage is not paid by the day it becomes due or (3) obtain a certificate stating that any amount owing under this note and mortgage was not paid by the day it became due.

**No notice or loss of rights.** We can do any of the following without notifying you or losing any right against you, your property or any other property belonging to you: (1) accept any check or other order marked "paid in full" or with similar language as a payment under this note and mortgage; (2) give additional time for the payment of any amount owing under this note and mortgage, regardless of the number of times we previously did so and regardless of the length of any additional time we previously gave; (3) exercise, give up, fail to exercise or delay exercising any right against any person or property; (4) fail to protect any interest in any property, whether by failing to file any document that must be filed in a public record to give the public notice of the interest, by failing to be named on any certificate of title issued for the property or in any other way; or (5) change any provision of this note and mortgage if anyone signing this note and mortgage as a borrower agrees. For example, we can sue you under this note and mortgage whether or not we (1) sue anyone else, (2) foreclose our interest in your property or foreclose or enforce our security interest in anything that is or becomes a fixture in relation to your property or (3) use any money deposited with us by you or anyone else to pay any amount owing under this note and mortgage but not yet paid.

**Changes and giving up of rights.** No change in this note and mortgage can be made except in a writing signed by us. File Ref. No. 20061251809000 Page 4 SB280 (12/06)

No right against you or any property belonging to you can be given up by us except in a writing by us.

**Evidence.** In any legal proceeding involving this note and mortgage, any copy of this note and mortgage kept by us in the regular course of our business is to be admitted in evidence as an original of this note and mortgage.

**Conflicts.** If any part of this note and mortgage conflicts with any applicable law or regulation, the law or regulation will control, and this note and mortgage will be considered changed to the extent necessary to comply with the law or regulation.

**Continued effectiveness.** If any part of this note and mortgage is determined by a court to be invalid, the rest will remain in effect.

**End of note and mortgage, mortgage and security interest.** This note and mortgage and the mortgage and the security interest you are giving us in this note and mortgage will end when all amounts owing under this note and mortgage are finally and irrevocably paid.

**Responsibility.** You and everyone else signing this note and mortgage will be, individually and together, liable under it.

**Entire agreement.** This note and mortgage is the final and complete agreement between you and us concerning the loan and concerning the mortgage and the security interest you are giving us in this note and mortgage. Any statement concerning the loan, the mortgage or the security interest made by any of our employees is not part of this note and mortgage.

Agreement. You agree to be bound by all provisions of this note and mortgage.

Norman J Kyler  
Signature of borrower 1: Norman J Kyler

6/8/06  
Date

Patricia L Kyler  
Signature of borrower 2: Patricia L Kyler

6/8/06  
Date

File Ref. No. 20061251809000  
SB280 (12/06)

Page 6

Exhibit "B"

# **ACT 91 NOTICE**

## **TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

The Commonwealth of Pennsylvania's Homeowners' Emergency Mortgage Assistance Program may be able to help you. Read the attached notice to find out how the program works.

If you need more information call the Pennsylvania Housing Finance Agency at 1(800) 342-2397.

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

## ACT 91 NOTICE

### IMPORTANT: NOTICE OF HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

#### PLEASE READ THIS NOTICE

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

Date: December 19, 2007

Re: Account No.: 78409770001; Mortgage in the original principal amount of \$86,000.00 dated June 8, 2006, in favor of M&T Bank

To: Mrs. Patricia L. Kyler

From: Paul David Burke, Esquire  
Sherrard, German & Kelly, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

## ACT 91 NOTICE

### **IMPORTANT: NOTICE OF HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

#### **PLEASE READ THIS NOTICE**

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

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To: Mr. Norman J. Kyler

From: Paul David Burke, Esquire  
Sherrard, German & Kelly, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

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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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mr. Anthony Kulys  
Foreclosure Specialist  
M&T Bank  
1100 Wehrle Drive, 2nd Floor  
Williamsville, NY 14221  
Telephone Number: (716)630-4924

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$4,539.10. That sum includes the following: Monthly payments of \$760.69 each for the months of August, 2007, through December, 2007; and an amount of \$735.65 due to one or more partial payments in the past. The interest per diem is \$15.40 as of December 1, 2007.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

*It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.*

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

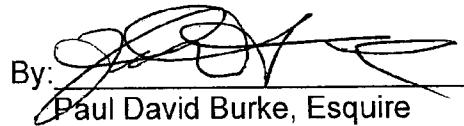
It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number). Persons with impaired hearing can call (717) 780-1869.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose Mortgage." You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

SHERRARD, GERMAN & KELLY, P.C.

By:   
Paul David Burke, Esquire  
Attorneys for M&T Bank

Consumer Credit Counseling Agency Notification To:

Name of Mortgagee

Address

In accordance with the Pennsylvania Homeowners' Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is  
in default, if different from above.

The counseling agency met with the above-named applicant on \_\_\_\_\_, who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification of intention to foreclose from

Name and Address of Mortgagee

In accordance with the Homeowners' Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by law, the applicant listed above may apply to the

Pennsylvania Housing Finance Agency for Mortgage Payment Assistance.

2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on \_\_\_\_\_.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

---

Name of Counseling Agency

---

Signer and Title

---

Telephone Number

---

Address

CLEARFIELD COUNTY

CCC Service of N.E.P.A.  
401 Laurel Street  
Pittston, PA 18640  
800.922.9537  
Fax 814.238.3669

CCCS of Western PA  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
Fax 412.390.1336

Indiana County Community Action Program  
827 Water Street  
Indiana, PA 15701  
724.465.2657  
Fax 724.465.5118

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556  
Fax 814.539.1688

Northern Cambria Group (NORCAM)  
4200 Crawford Avenue S-200  
Northern Cambria, PA 15714  
814.948.4444  
Fax 814.948.4449

Rural Opportunities, Inc.  
1625 N. Front Street  
Harrisburg, PA 17102  
717.234.6616  
Fax 717.234.6692

**EXHIBIT "C"**

SHERRARD  
GERMAN & KELLY, P.C.

ATTORNEYS AT LAW

28<sup>th</sup> Floor, Two PNC Plaza, 620 Liberty Avenue, Pittsburgh, PA 15222  
Phone: 412-355-0200 • Fax: 412-261-6221 • [www.sgkpc.com](http://www.sgkpc.com)

December 19, 2007

**VIA U.S. CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED  
AND U.S. FIRST CLASS MAIL**

Mr. Norman J. Kyler  
233 Irvin Street  
Brisbin, PA 16620

**Re: *Notice of Intention to Foreclose Mortgage***

Dear Mr. Kyler:

The Mortgage held by M&T Bank (hereinafter "the Lender") on your property located at 233 Irvin Street, Brisbin, Pennsylvania 16620, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$760.69 (each) for the months of August, 2007, through December, 2007. There is an additional amount due on this account of \$735.65 due to one or more partial payments in the past. The total amount required to cure this default as of the date of this letter is \$4,539.10.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to the Lender the above amount of \$4,539.10, plus any additional amounts which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at M&T Bank, 1100 Wehrle Drive, 2nd Floor, Williamsville, NY Attention: Mr. Anthony Kulys.

If full payment of the amount in default is not made within THIRTY (30) DAYS, then, subject, to any additional rights you may have under the Homeowners' Emergency Mortgage Assistance Program, the Lender may instruct its attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your 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 default before they begin legal proceedings, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00, in order to cure the default. However, if legal proceedings are started, in order to cure the default you will have to pay the reasonable attorney's fees,

**SHERRARD  
GERMAN & KELLY, P.C.**

**ATTORNEYS AT LAW**

**28<sup>th</sup> Floor, Two PNC Plaza, 620 Liberty Avenue, Pittsburgh, PA 15222  
Phone: 412-355-0200 • Fax: 412-261-6221 • [www.sgkpc.com](http://www.sgkpc.com)**

**December 19, 2007**

**VIA U.S. CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED  
AND U.S. FIRST CLASS MAIL**

Mrs. Patricia L. Kyler  
233 Irvin Street  
Brisbin, PA 16620

**Re: *Notice of Intention to Foreclose Mortgage***

Dear Mrs. Kyler:

The Mortgage held by M&T Bank (hereinafter "the Lender") on your property located at 233 Irvin Street, Brisbin, Pennsylvania 16620, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$760.69 (each) for the months of August, 2007, through December, 2007. There is an additional amount due on this account of \$735.65 due to one or more partial payments in the past. The total amount required to cure this default as of the date of this letter is \$4,539.10.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to the Lender the above amount of \$4,539.10, plus any additional amounts which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at M&T Bank, 1100 Wehrle Drive, 2nd Floor, Williamsville, NY Attention: Mr. Anthony Kulys.

If full payment of the amount in default is not made within THIRTY (30) DAYS, then, subject, to any additional rights you may have under the Homeowners' Emergency Mortgage Assistance Program, the Lender may instruct its attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your 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 default before they begin legal proceedings, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00, in order to cure the default. However, if legal proceedings are started, in order to cure the default you will have to pay the reasonable attorney's fees,

SHERRARD, GERMAN & KELLY, P.C.

Mr. Norman J. Kyler  
December 19, 2007  
Page 2

actually incurred, even if they are over \$50.00, and you may also be required to pay the Lender's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

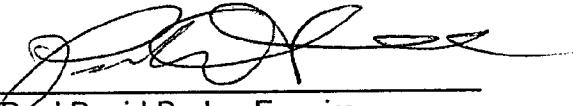
If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately March, 2008. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default may increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the Lender at the following number: (716) 630-4924. This payment must be in cash, cashier's check, certified check or money order and be made payable to the Lender at the Lender's address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION, TO PAY OFF THIS DEBT. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. YOU MAY ALSO HAVE ADDITIONAL RIGHTS UNDER THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM, IF A SEPARATE NOTICE ABOUT THAT PROGRAM IS ENCLOSED WITH THIS NOTICE.

Very truly yours,

SHERRARD, GERMAN & KELLY, P.C.

By: 

Paul David Burke, Esquire  
Attorneys for M&T Bank

VERIFICATION

Christopher M. Zeis, a duly authorized representative of MANUFACTURERS AND TRADERS TRUST CO. d/b/a M & T BANK, deposes and says subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
Christopher M. Zeis  
Assistant Vice President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103725  
NO: 08-214-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MANUFACTURERS AND TRADERS TRUST CO. d/b/a M&T BANK  
vs.  
DEFENDANT: NORMAN J. KYLER and PATRICIA L. KYLER

**SHERIFF RETURN**

---

NOW, February 13, 2008 AT 10:29 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NORMAN J. KYLER DEFENDANT AT RESIDENCE 409 JUNIATA AVE., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATRICIA KYLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

02:30pm  
MAY 30 2008  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103725  
NO: 08-214-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MANUFACTURERS AND TRADERS TRUST CO. d/b/a M&T BANK  
vs.  
DEFENDANT: NORMAN J. KYLER and PATRICIA L. KYLER

**SHERIFF RETURN**

---

NOW, February 13, 2008 AT 10:29 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PATRICIA L. KYLER DEFENDANT AT RESIDENCE 409 JUNIATA AVE., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATRICIA L. KYLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103725  
NO: 08-214-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MANUFACTURERS AND TRADERS TRUST CO. d/b/a M&T BANK  
vs.  
DEFENDANT: NORMAN J. KYLER and PATRICIA L. KYLER

**SHERIFF RETURN**

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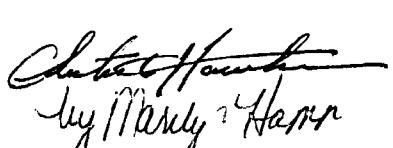
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHERRARD	5775	20.00
SHERIFF HAWKINS	SHERRARD	5775	42.18

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008

  
Chester A. Hawkins  
Sheriff

## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2008-00214-CD

Manufacturers and Traders Trust Co.  
M & T Bank

Vs.

Norman J. Kyler  
Patricia L. Kyler

FILED  
FEB 01 2012  
William A. Shaffer  
Clerk of Court  
Clearfield County, Pennsylvania

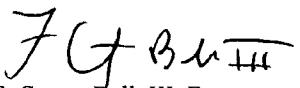
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **April 2, 2012**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

  
F. Cortez Bell, III, Esq.  
Court Administrator

Bushke

Def Addresses:

Norman Kyler  
Patricia Kyler  
409 Juniper Ave.  
Bensenville, IL 60620

and

Norman Kyler  
Patricia Kyler  
233 Irvin St.  
Bensenville, IL 60620

FEB 01 2012  
William A. Show  
Prothonotary/Clerk of Court

William A. Shaw  
Prothonotary/Clerk of Courts  
PO Box 549  
Clearfield, PA 16830

2/2/2012  
R. T. C. 30

Norman J. Kyler  
Patricia L. Kyler  
409 Juniata Ave  
Brisbin, PA 15523

SE 1 02/05/12  
NOT DELIVERABLE TO SENDER  
UNABLE TO FORWARD

BC: 16830054949 \* 2343-0038-04-39  
168300549  
168300549

## **Notice of Proposed Termination of Court Case**

February 1, 2012

RE: 2008-00214-CD

Manufacturers and Traders Trust Co.  
M & T Bank

Vs.

Norman J. Kyler  
Patricia L. Kyler

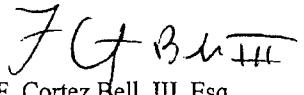
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By the Court,

  
F. Cortez Bell, III, Esq.  
Court Administrator

William A. Shaw  
Prothonotary/Clerk of Courts  
PO Box 549  
Clearfield, PA 16830

5  
S  
UTP  
16830

Norman J. Kyler  
Patricia L. Kyler  
233 Irvin Street  
Brisbin, PA

152 5E 1 OO 02/05/12

NOT DELIVERABLE TO SENDER  
UNDELIVERABLE TO ADDRESSEES  
FORWARD

BC: 18830054849 \*1179-06276-01-09  
188300549

## **Notice of Proposed Termination of Court Case**

February 1, 2012

RE: 2008-00214-CD

Manufacturers and Traders Trust Co.  
M & T Bank

Vs.

Norman J. Kyler  
Patricia L. Kyler

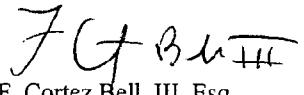
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