

**08-528-CD**

**Corning Fed. Vs Joseph Kowalczyk et al**

# **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 MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):	Joseph J. Kowalczyk Michelle L. Reese
PROPERTY ADDRESS:	455 Kirk Street Houtzdale, PA 16651
LOAN ACCT. NO.:	87-918074
ORIGINAL LENDER:	Corning Federal Credit Union
CURRENT LENDER:	FHLMC

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling 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.)**

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

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

**455 Kirk Street  
Houtzdale, PA 16651**

IS SERIOUSLY IN DEFAULT because:

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

**Monthly Payments of \$524.27 for October 1, 2007 through February 1, 2008 = \$2621.35**

**Monthly Late Charges of \$8.52 for October 1, 2007 through January 1, 2008 = \$34.08**

**Other charges (explain/itemize): Home Inspection=\$90.00**

**TOTAL AMOUNT PAST DUE: \$2745.43**

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

**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 **\$2745.43**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Udren Law Offices, P.C.  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620**

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.): **N/A**



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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender/Service:	<u>Corning Federal Credit Union</u>
Address:	<u>One Credit Union Plaza</u> <u>Corning, NY 14830</u>
Phone Number:	<u>1-607-962-3144</u>
Fax Number:	<u>N/A</u>
Contact Person:	<u>Customer Service</u>

**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 not 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.

## **NOTICE**

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

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

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

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

**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

---

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

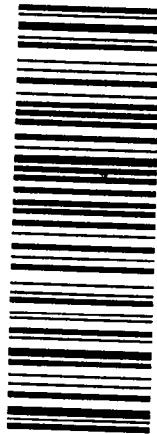
CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Northeastern PA  
1631 S Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

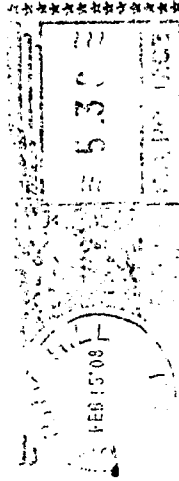
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

7007 3020 0000 0875 4049



**CERTIFIED MAIL™**

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



Michelle L. Reese  
233 Dornier Street  
Houtzdale, PA 16651

# **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

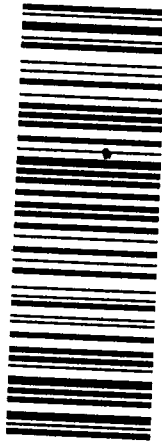
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p><i>Michelle L. Reese</i></p> <p><i>PO Box 352</i></p> <p><i>Houtzdale, PA 16851</i></p>		<p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7007 3020 0000 0875 4049</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>PS Form 3811, February 2004</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

102595-02-M-1540

Domestic Return Receipt

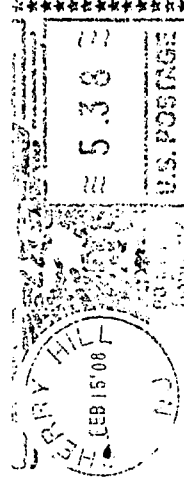
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

2007 3020 0000 0875 4032



**CERTIFIED MAIL™**

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



Michelle L. Keese  
455 Kirk Street  
Houtzdale, PA 16651

# **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

### **COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		
If YES, enter delivery address below: <input type="checkbox"/> No		

### **SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Michelle L. Reese  
455 Kirk Street  
Holtzdale, PA 16651

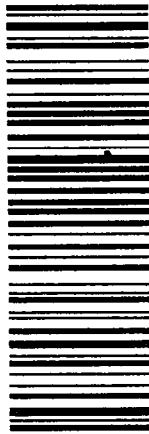
3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	7007 3020 0000 0875 4032
PS Form 3811, February 2004	
Domestic Return Receipt	

102595-02-M-1540

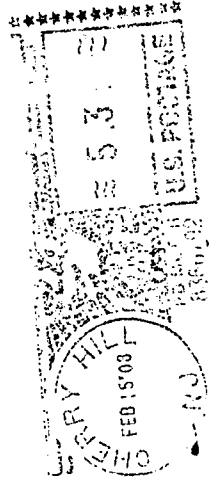
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

8704 5290 0000 0875 4018



**CERTIFIED MAIL™**

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



Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651



### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt-Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

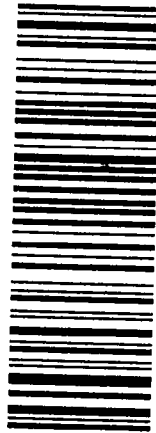
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<div>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> <div>1. Article Addressed to:  Joseph J. Kowalczyk 455 Kirk Street Houtzdale, PA 16651</div>		<div>A. Signature  X</div> <div>B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</div>	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) 7007 3020 0000 0875 4018		Domestic Return Receipt PS Form 3811, February 2004	

102595-02-M-1540

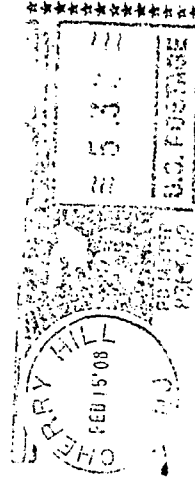
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

5204 5280 0000 020E 2002



**CERTIFIED MAIL**

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



Joseph J. Kowalczyk  
PO Box 352  
Houtzdale, PA 16605

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<div>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> <div>1. Article Addressed to: <i>Joseph J. Kowak</i> <i>PO Box 352</i> <i>Houtzdale, PA 16851</i></div>		<div>A. Signature <i>X</i></div> <div>B. Received by (Printed Name) <i>X</i></div> <div>C. Date of Delivery <i>X</i></div> <div>D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</div>	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number (Transfer from service label) <i>7007 3020 0000 0875 4025</i>		Domestic Return Receipt 102595-02-M-1540	

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

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

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651  
and  
Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 08-528-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE

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

FILED  
m110:0481  
Att'y pd. 095.00  
MAR 2 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

### **AVISO**

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

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

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

## **NOTICE**

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

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

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

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

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

Assignor: N/A

Assignments of Record to: N/A

Recording Date: N/A

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 455 Kirk Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Woodward Township

COUNTY: Clearfield

DATE EXECUTED: 4/27/07

DATE RECORDED: 5/17/07 INSTRUMENT NO: 200708093

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

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

5. After demand, the Defendant(s) continues to fail or



refuses to comply with the terms of the Mortgage as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 2/9/08:

Principal of debt due	\$58,393.72
Unpaid Interest at 6.125% from 9/1/07 to 2/9/08 (the per diem interest accruing on this debt is \$9.79 and that sum should be added each day after 2/9/08)	1,585.98
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$98.03 and that sum should be added on the first of each month after 2/9/08)	(436.39)
Late Charges (monthly late charge of \$8.52 should be added in accordance with the terms of the note each month after 2/9/08)	34.08
Property Inspection	90.00
Corporate Advance	90.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,919.69</u>
TOTAL	\$63,282.08

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

Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$63,282.08 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a point; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid

BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre County, Pennsylvania.

BEING the same premises which Mike M. Warholic aka Michael Warholic, a widower acting by and through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

UNDER AND SUBJECT to all conditions, covenants and restrictions as of record.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

No. 08-528-CD

FILED

JUN 25 2008

6:33 PM  
William A. Shaw

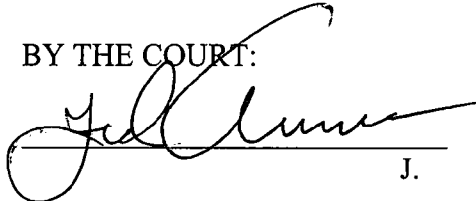
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, to wit, this 25 day of June, 2008, upon

consideration of Plaintiff's Motion to Direct Sheriff of Clearfield County to File Service of Process Returns, and supporting documents thereto, and upon consideration of the Reply, if any, filed by the Defendants and interested parties hereto, it is hereby **ORDERED AND DECREED** that the Sheriff of Clearfield County is directed to file the service of process returns in connection with the personal service of Plaintiff's Complaint, upon the Defendants, Joseph J. Kowalczyk and Michelle L. Reese, within 7<sup>P5A</sup> days of the date of this Order.

BY THE COURT:

  
J.

FILED

JUN 25 2009

William A. Shaw  
Prothonotary/Clerk of the Court

no S/A/S/B  
to ATT

UDREN LAW OFFICES, P.C.  
BY: MARK J. UDREN, ESQUIRE (04302)  
STUART WINNEG, ESQUIRE (45362)  
LOUIS A. SIMONI, ESQUIRE (200869)  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

**FILED**

m 2:27 p.m. 6/24  
JUN 24 2008

William A. Shaw  
Prothonotary/Clerk of Courts

NO CC

CV

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

No. 08-528-CD

**MOTION TO DIRECT SHERIFF OF CLEARFIELD COUNTY**  
**TO FILE SERVICE OF PROCESS RETURNS**

1. Corning Federal Credit Union (hereinafter, the **"Plaintiff"**), is a corporation authorized to do business within the Commonwealth of Pennsylvania, and has an address located at One Credit Union Plaza, Corning, NY 14830.
2. Joseph J. Kowalczyk and Michelle L. Reese (hereinafter, the **"Defendants"**) are adult individuals whose last known addresses are: P.O. Box 352, Houtzdale, PA 16651 (Joseph) and 233 Dorthia Street, Houzdale, PA 16651 (Michelle).
3. The Defendants are the owners of the subject real property commonly known as 455 Kirk Street, Houtzdale (Woodward Twp.), PA 16651 (hereinafter, the **"Property"**), by virtue of a Deed dated April 27, 2007 and recorded on May 17, 2007 in the Office of the Recorder Of Deeds, Clearfield County, PA as instrument number 200708092.
4. By virtue of a Note dated April 27, 2007, the Plaintiff lended the principal amount of \$58,900.00 to the Defendants, the repayment of which was secured by a Mortgage upon the

aforesaid Property. Said Mortgage, which was recorded on May 27, 2007 in the Office of the Recorder Of Deeds, Clearfield County, PA as instrument number 200708093.

5. As a result of the Defendants' failure to pay the monthly amounts due in connection with the above-referenced Mortgage and Note, the Plaintiff filed a Complaint in Mortgage Foreclosure on March 24, 2008.

6. On or about March 24, 2008, in order to effectuate personal service of Plaintiff's Complaint upon the Defendants, Plaintiff's counsel sent the Sheriff of Clearfield County instructions for service upon the Defendants, together with a check in the amount of \$100.00, representing the costs of same.

7. On or about April 9, 2008, counsel for the Plaintiff spoke with Marilyn at the Clearfield County Sheriff's Office regarding service of the Plaintiff's Complaint.

8. Marilyn advised Plaintiff's counsel that the Complaint was personally served upon the Defendants. Defendant Joseph Kowalczyk was served on April 2, 2008, personally, at the Clearfield County Sheriff's Office, and Defendant Michelle Reese was served on April 1, 2008 at her residence located at: 233 Dorthia Street, Houtzdale, PA 16651.

9. Plaintiff's counsel respectfully requested that the Sheriff's office file the service of process returns with the Prothonotary of Clearfield County, but to date, the Sheriff has not filed same.

10. In accordance with Pa.R.C.P. 405(a) and (e), the Sheriff of Clearfield County is required to file the returns of service with the Prothonotary.

11. While the Sheriff's failure to file the service returns with the Prothonotary may be unintentional and due to administrative reasons, same has caused to suffer prejudice upon the Plaintiff, who in turn, is unable to proceed with the pending action.


12. In addition, costs continue to accrue against the Defendants' mortgage account which amounts would beed to be paid by the Defendants if they ultimately reinstate or pay off their loan.

**WHEREFORE**, Corning Federal Credit Union prays and respectfully requests that the Honorable Court grant its Motion directing the Sheriff of Clearfield County to file the "Service of Process" returns in connection with the personal service of Plaintiff's Complaint upon the above-captioned Defendants.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

By:

  
\_\_\_\_\_  
Louis A. Simoni, Esquire  
Attorney for Plaintiff/Movant



**UDREN LAW OFFICES, P.C.**  
**BY: MARK J. UDREN, ESQUIRE (04302)**  
**STUART WINNEG, ESQUIRE (45362)**  
**LOUIS A. SIMONI, ESQUIRE (200869)**  
**WOODCREST CORPORATE CENTER**  
**111 WOODCREST ROAD, SUITE 200**  
**CHERRY HILL, NJ 08003-3620**  
**856-669-5400**  
**pleadings@udren.com**

**ATTORNEY FOR PLAINTIFF**

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

No. 08-528-CD

**MEMORANDUM OF LAW IN SUPPORT OF**  
**PLAINTIFF'S MOTION TO DIRECT THE SHERIFF**  
**TO FILE SERVICE OF PROCESS RETURNS**

**A. FACTS**

The Plaintiff/Movant incorporates herein by reference as though fully set forth at length, the facts as set forth in the underlying Motion To Direct the Sheriff of Clearfield County to File Service of Process Returns.

**B. QUESTION PRESENTED**

Should the Sheriff of Clearfield County be required to file service of process returns in accordance with Pa.R.C.P. 405(a) and (e) with the Prothonotary of Clearfield County when personal service was made upon the Defendants in connection with Plaintiff's present cause of action?

Suggested Answer: Yes.

**C. ARGUMENT**

Pa.R.C.P. 405, entitled, "*Return of Service*" states, in part, the following:

- (a) When service of original process has been made the sheriff or other person making service shall make a return of service forthwith.

[...]

- (e) The return of service or of no service shall be filed with the Prothonotary.

In the instant case, Corning Federal Credit Union (the "**Plaintiff**") filed a Complaint in Mortgage Foreclosure in the Office of the Clearfield County Prothonotary against Joseph J. Kowalczyk and Michelle L. Reese, (the "**Defendants**") on or about March 24, 2008. To effectuate personal service thereof, the Plaintiff mailed service of process instructions to the Sheriff of Clearfield County, together with the Sheriff's fee.

On or about April 9, 2008, after not receiving a copy of the Sheriff's Return of Service in connection with the service of the aforesaid Complaint, Plaintiff's counsel spoke with "Marilynn" at the Sheriff's office who advised that personal service was effected upon the Defendants, but the returns of service have not yet been filed. To date, the Sheriff of Clearfield County has not filed the return of services with the Prothonotary.

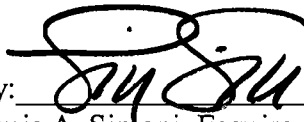
Pa.R.C.P. 405(a) and (e) provide that the Sheriff must file the Returns of Service (or Returns of Non-Service) with the Prothonotary. While the Sheriff's failure to file the service returns with the Prothonotary may be unintentional and due to administrative reasons, same has caused to suffer prejudice upon the Plaintiff, who in turn, is unable to proceed with the pending action. In addition, costs continue to accrue against the Defendants' mortgage account, which amounts would be paid by the Defendants if they ultimately reinstate or pay off their loan.

**D. CONCLUSION**

For all the reasons set forth hereinabove, the Plaintiff respectfully requests this Honorable Court to exercise its legal and equitable authority and grant Plaintiff's Motion, thereby Directing the Sheriff of Clearfield County to file the service of process returns in connection with service of Plaintiff's Complaint against the Defendants, Joseph J. Kowalczyk and Michelle L. Reese.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

By: .

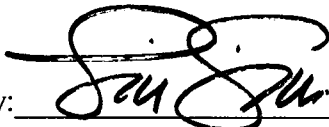
Louis A. Simoni, Esquire  
Attorney for Plaintiff/Movant

### VERIFICATION

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

UDREN LAW OFFICES, P.C.

DATED: 6/23/08

By:   
\_\_\_\_\_  
Louis A. Simoni, Esquire  
Attorney for Plaintiff/Movant

**UDREN LAW OFFICES, P.C.**  
**BY: MARK J. UDREN, ESQUIRE (04302)**  
**STUART WINNEG, ESQUIRE (45362)**  
**LOUIS A. SIMONI, ESQUIRE (200869)**  
**WOODCREST CORPORATE CENTER**  
**111 WOODCREST ROAD, SUITE 200**  
**CHERRY HILL, NJ 08003-3620**  
**856-669-5400**  
**pleadings@udren.com**

**ATTORNEY FOR PLAINTIFF**

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

No. 08-528-CD

**CERTIFICATE OF SERVICE**

I, the undersigned attorney, hereby certify that I have served or caused to be served true and correct copies of the Plaintiff's Motion to Direct the Sheriff of Clearfield County to File Service of Process Returns and Brief in Support upon the following person(s) named herein at their last known address or their attorney of record:

( xx ) Regular First Class Mail

Date Served: June 23, 2008

TO: **Joseph J. Kowalczyk**  
P.O. Box 352  
Houtzdale, PA 16651

**Michelle L. Reese**  
233 Dorthia Street  
Houtzdale, PA 16651

**Sheriff of Clearfield County**  
Clearfield County Courthouse  
1 North Second Street, Ste. 116  
Clearfield, PA 16830

UDREN LAW OFFICES, P.C.

By   
Louis A. Simoni, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

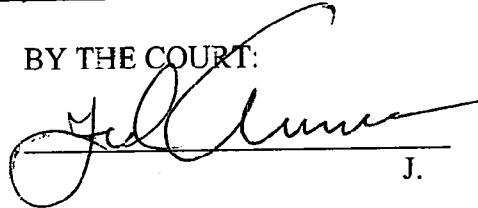
COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

No. 08-523-CD

**ORDER**

AND NOW, to wit, this 25 day of June, 2008, upon consideration of Plaintiff's Motion to Direct Sheriff of Clearfield County to File Service of Process Returns, and supporting documents thereto, and upon consideration of the Reply, if any, filed by the Defendants and interested parties hereto, it is hereby **ORDERED AND DECREED** that the Sheriff of Clearfield County is directed to file the service of process returns in connection with the personal service of Plaintiff's Complaint, upon the Defendants, Joseph J. Kowalczyk and Michelle L. Reese, within 7<sup>th</sup> days of the date of this Order.

BY THE COURT:

  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103941  
NO: 08-528-CD  
SERVICE # 1 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CORNING FEDERAL CREDIT UNION  
vs.  
DEFENDANT: JOSEPH J. KOWALCYK and MICHELLE L. REESE

SHERIFF RETURN

NOW, April 02, 2008 AT 10:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH J. KOWALCYK DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH J. KOWALCYK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

455 KIRK ST., HOUTZDALE, PA. "VACANT"

SERVED BY: HAWKINS /

FILED  
0/2:20um  
JUN 27 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103941  
NO: 08-528-CD  
SERVICE # 2 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CORNING FEDERAL CREDIT UNION  
vs.  
DEFENDANT: JOSEPH J. KOWALCYK and MICHELLE L. REESE

**SHERIFF RETURN**

---

NOW, April 01, 2008 AT 10:01 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. REESE DEFENDANT AT 233 DORTHIA ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JUDY REESE, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

455 KIRK ST., HOUTZDALE, PA. "VACANT"

SERVED BY: DAVIS / MORGILLO



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

DOCKET # 103941  
NO: 08-528-CD  
SERVICE # 3 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CORNING FEDERAL CREDIT UNION

VS.

DEFENDANT: JOSEPH J. KOWALCYK and MICHELLE L. REESE

**SHERIFF RETURN**

---

NOW, April 02, 2008 AT 10:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH J. KOWALCYK DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH J. KOWALCYK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

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

DOCKET # 103941  
NO: 08-528-CD  
SERVICE # 4 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CORNING FEDERAL CREDIT UNION

vs.

DEFENDANT: JOSEPH J. KOWALCYK and MICHELLE L. REESE

**SHERIFF RETURN**

---

NOW, April 01, 2008 AT 10:01 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. REESE DEFENDANT AT 233 DORTHIA ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JUDY REESE, MOTHER 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 # 103941  
NO: 08-528-CD  
SERVICE # 5 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CORNING FEDERAL CREDIT UNION

vs.

DEFENDANT: JOSEPH J. KOWALCYK and MICHELLE L. REESE

**SHERIFF RETURN**

---

NOW, April 02, 2008 AT 10:32 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH J. KOWALCYK DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH J. KOWALCYK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

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

DOCKET # 103941  
NO: 08-528-CD  
SERVICE # 6 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CORNING FEDERAL CREDIT UNION  
vs.  
DEFENDANT: JOSEPH J. KOWALCYK and MICHELLE L. REESE

**SHERIFF RETURN**

---

NOW, April 01, 2008 AT 10:01 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. REESE DEFENDANT AT 233 DORTHIA ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JUDY REESE, MOTHER 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 # 103941  
NO: 08-528-CD  
SERVICES 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CORNING FEDERAL CREDIT UNION  
vs.  
DEFENDANT: JOSEPH J. KOWALCYK and MICHELLE L. REESE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	110166	60.00
SHERIFF HAWKINS	UDREN	110166	40.00
SHERIFF HAWKINS			27.18

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**ORIGINAL**

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

CORNING FEDERAL CREDIT UNION,  
Plaintiff,

vs.

JOSEPH J. KOWALCYK and  
MICHELLE L. REESE,  
Defendants.

No. 2008-528-CD

Type of case: Mortgage Foreclosure

Type of pleading: Answer and  
New Matter

Filed on behalf of: Defendant,  
Joseph J. Kowalczyk

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

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

**FILED** *acc*  
*011:04/30/08* *Amey Neiswender*  
**JUL 09 2008** *610*

William A. Shaw  
Prothonotary/Clerk of Courts

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

CORNING FEDERAL CREDIT UNION,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2008-528-CD
	:	
JOSEPH J. KOWALCYK and	:	
MICHELLE L. REESE,	:	
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 new matter 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, Pennsylvania 16830  
(814) 765-2641

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

CORNING FEDERAL CREDIT UNION,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2008-528-CD
	:	
JOSEPH J. KOWALCYK and	:	
MICHELLE L. REESE,	:	
Defendants.	:	

**ANSWER**

NOW, comes the Defendant, JOSEPH J. KOWALCYK, by and through his attorneys,  
NEISWENDER & KUBISTA and makes his Answer to Plaintiff's Complaint as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is denied. It is denied that said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice. To the contrary, Defendant has made payments as required by the Mortgage and wishes to sell the subject property. Strict proof of default and breach is demanded by Defendant.
5. Paragraph 5 is denied. It is denied that Defendant continues to fail or refuses to comply with the terms of the Mortgage as follows:
  - (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
  - (b) by failing or refusing to pay other charges, if any, indicated below.



To the contrary, Defendant has made payments as required by the Mortgage and wishes to sell the subject property. Strict proof of failure or refusal to pay is demanded by Defendant.

6. Paragraph 6 is denied. It is denied that the amounts listed in Paragraph 6 of Plaintiff's Complaint are due on the said Mortgage as of 02/09/08. To the contrary, Defendant has made payments as required by the Mortgage and wishes to sell the subject property. Strict proof of failure or refusal to pay is demanded by Defendant.
7. Paragraph 7 is a conclusion of law and no answer is required.
8. Paragraph 8 is denied. It is denied that the combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to the Defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and Defendant has failed to proceed within the time limits, or has been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant's eligibility. To the contrary, Exhibit "A" does not provide a Proof of Mailing nor does it show Defendant's signature or refusal to sign the Certified Mail. Additionally, there is no certification by Plaintiff that the Notices were sent by regular mail. Strict proof of mailing by Certified Mail and regular mail is demanded by Defendant.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiff's Complaint and enter judgment in favor of the Defendant.

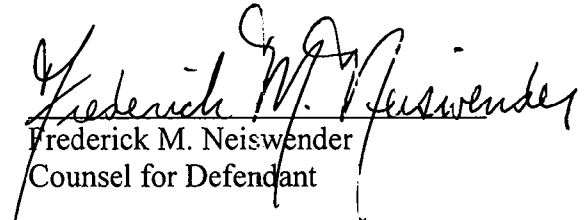
### NEW MATTER

NOW, comes the Defendant, JOSEPH J. KOWALCYK, by and through his attorneys, NEISWENDER & KUBISTA and avers as New Matter the following:

9. Defendant restates and incorporates Paragraphs 1 through 8 above as if stated at length herein.
10. Plaintiff's cause of action is barred by the doctrine of accord and satisfaction.
11. Defendant acted with the consent of the Plaintiff.
12. Plaintiff's cause of action is barred by estoppel.
13. Plaintiff's cause of action is barred because Plaintiff failed to give consideration.
14. Plaintiff's cause of action is barred due to fraud perpetrated by the Plaintiff.
15. Defendant's actions were at all times justified.
16. Plaintiff's cause of action is barred by the doctrine of laches.
17. Defendant acted as a result of license given by the Plaintiff.
18. Defendant acted with privilege at all times.
19. Plaintiff's cause of action is barred because Defendant was released from the obligation.
20. Plaintiff's cause of action is barred by the statute of frauds.
21. Plaintiff's cause of action is barred by the statute of limitations.
22. Plaintiff's cause of action is barred by the doctrine of truth and waiver.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiff's Complaint and enter judgment in favor of the Defendant.

Respectfully submitted,

  
Frederick M. Neiswender  
Counsel for Defendant

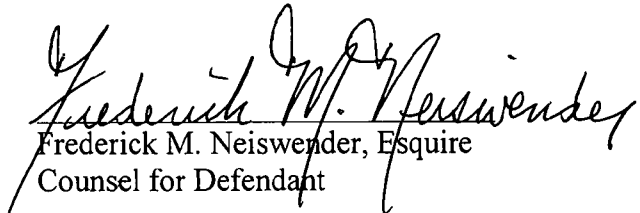
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CORNING FEDERAL CREDIT UNION,	:	
Flaintiffs,	:	
	:	
vs.	:	No. 2008-528-CD
	:	
JOSEPH J KOWALCYK and	:	
MICHELLE L. REESE,	:	
Defendants.	:	

**CERTIFICATE OF SERVICE**

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer and New Matter was made upon Corning Federal Credit Union, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Chandra M. Arkema, Esquire, on July 9, 2008, at the following address:

Chandra M. Arkema, Esquire  
Udren Law Offices, P.C.  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

  
Frederick M. Neiswender, Esquire  
Counsel for Defendant

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

FILED No CC  
SEP 11 2008  
6K

William J. ...  
Prot ... of ...

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

Plaintiff, Corning Federal Credit Union, by its Attorneys, Udren Law Offices, P.C., respectfully requests your Honorable Court to enter an Order granting Summary Judgment in the above-captioned matter for the following reasons:

1. There are no genuine issues as to any material fact, and therefore, Plaintiff (moving party) is entitled to Judgment as a matter of law.
2. Defendant Joseph J. Kowalczyk filed an Answer to the Complaint in which Defendant effectively admitted all of the allegations in the Complaint.
3. At the time of this pleading, Defendant owned the premises being foreclosed without making a mortgage payment for an excessive period of time.
4. Defendant admits outright paragraphs 1, 2, and 3 of the Complaint, thereby admitting, inter alia, that Defendant is the real owner and mortgagor of the within mortgaged property, and Plaintiff is the holder and owner of the subject mortgage.
5. Although Defendant purports to deny and/or fails to deny, in whole or in part, specifically or by necessary implication, the averments contained in paragraphs 4, 5, 6, 7, and 8 the Complaint, in reality, said denials are improper and should be deemed as admissions for the reasons set forth in the attached Memorandum of Law.

6. The Pennsylvania pre-foreclosure Act 6 Notice is not required as the Defendant's original principal balance on the Mortgage is greater than \$50,000.00. 41 P.S. Section 101, et seq. See Exhibit "A" attached hereto (Mortgage).

7. Plaintiff complied with the Pennsylvania pre-foreclosure Notice requirements of Act 6 (41 P.S. Section 101, et seq.) and Act 91 (35 P.S. Section 1680.401c, et seq.).

8. Defendant's New Matter does not offer any genuine issue as to any material fact, is irrelevant and immaterial, and merely contains a laundry list of conclusions of law.

9. Plaintiff has an express contractual right pursuant to the terms of the Mortgage (paragraph 22) to charge the Defendant attorney's fees as a consequence of the initiation of the within action in mortgage foreclosure.


10. In addition to the amounts due and owing as set forth in the Complaint, additional sums have accumulated since the filing of the Complaint, pursuant to the terms of the Mortgage. The total amounts due and owing, which sums can be calculated from the face of the Complaint, are as follows:

Principal of debt due and unpaid	\$58,393.72
Interest at 6.125% from 9/1/07 to 8/5/08 (the per diem interest accruing on this debt is \$9.79 and that sum should be added each day after 8/5/08)	3,317.75
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft	539.49
Homeowner's Insurance- (- 185.58)	
Private Mortgage Insurance - (- 394.32)	
School Taxes Balance - (+ 40.29)	
Interest on Escrow (+ 0.12)	
Property Inspections	240.00
Force place Insurance	87.60
Late Charges	34.08
Attorney's Fees (anticipated and actual to 5% of principal)	<u>2,919.69</u>
<b>TOTAL</b>	<b>\$64,337.56</b>

**WHEREFORE**, Plaintiff respectfully requests that the Honorable Court grant its Motion for Summary Judgment, and that Judgment be entered, in rem, as prayed for in the Complaint in favor of the Plaintiff and against the Defendant, Joseph J. Kowalczyk, in the amount of \$66,137.33, together with ongoing per diem interest, escrow advances, and any additional recoverable costs to date of Sheriff's Sale; and for foreclosure and sale of the mortgaged property; and, that Defendants' New Matter be denied and dismissed with prejudice.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

BY:   
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE GAZZARA DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
Attorneys for Plaintiff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk

Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

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

**I. STATEMENT OF FACTS**

Plaintiff filed the instant action in mortgage foreclosure against the Defendant for his failure to make mortgage payments pursuant to a Mortgage entered into between the parties. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

**II. STATEMENT OF THE QUESTION INVOLVED**

Where there are no genuine issues as to any material fact, should Summary Judgment in Mortgage Foreclosure, as a matter of law, be granted in Plaintiff's favor where the Defendant herein is in default on his Mortgage for failure to make payments for an excessive period of time?

**SUGGESTED ANSWER: YES**

**III. ARGUMENT**

Pursuant to Pa.R.C.P. 1035.1, et seq., "Motion for Summary Judgment", any party may move for Summary Judgment in whole or in part as a matter of law after the relevant pleadings are closed, but within such time as not to unreasonably delay the trial, whenever there is no



genuine issue of any material fact as to a necessary element of the cause of action.... Pa.R.C.P. 1035.2. The relevant pleadings herein are closed and, therefore, Plaintiff moves for Summary Judgment.

Pa.R.C.P. 1035.3 provides further with regard to Summary Judgment:

- (a) The adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty days after service of the motion...
- (d) Summary Judgment may be entered against a party who does not respond.

In the "Note" to Pa.R.C.P. "Rule 1035.2 Motion", it is stated that:

Partial Summary Judgment, interlocutory in character, may be rendered on one or more issues of liability, defense or damages.

Defendant essentially admits the material facts set forth in the Complaint, which include, inter alia, the existence of the loan evidenced by the Note and Mortgage executed by the Defendant; that after demand, Defendant failed, and continues to fail, to comply with the terms of the Mortgage, including payment thereof, for an excessive period of time; and that Defendant is in default on the Mortgage. Defendant's Mortgage account is due contractually for the period October 2007 to date, a period of eleven (11) months to the time of filing of this Motion. Thus, Defendant is essentially able to live in the mortgaged premises for free. As a result of Defendant's nonperformance, the present action was filed, and, as of this date, Defendant has failed to bring the account current.

#### RULE 1029. DENIALS. EFFECT OF FAILURE TO DENY.

- (a) A responsive pleading shall admit or deny each averment of fact in the preceding pleading or any part thereof to which it is responsive. A party denying only a part of an averment shall specify so much of it as is admitted and shall deny the remainder. Admissions and denials in a responsive pleading shall refer specifically to the paragraph in which the averment admitted or denied is set forth.
- (b) Averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication. A general denial or a demand for proof, except as provided by sub-division (c)... of this rule, shall have the effect of an admission.

- (c) A statement by a party that after reasonable investigation the party is without knowledge or information sufficient to form a belief as to the truth of an averment shall have the effect of a denial.

**Note: Reliance on sub-division (c) does not excuse a failure to admit or deny a factual allegation when it is clear that the pleader must know whether a particular allegation is true or false. See Cercone v. Cercone, 254 Pa.Super. 381, 386 A.2d 1 (1978).**

(Subsections 1029(d) and 1029(e) have been omitted for purposes of the within Motion only).

It is clear that the Answer to the Complaint is a misuse of the provisions of Pa.R.C.P. 1029. Misuse of Rule 1029 is an admission, and such an admission will support Summary Judgment.

Pursuant to Pa.R.C.P. 1029(b), by failing to deny specifically or by necessary implication paragraphs 4, 5, 6, 7, and 8 of the Complaint, Defendant has admitted these averments. First Wisconsin Trust Co. v. Strausser, 439 Pa.Super. 192, 653 A.2d 688 (1995); New York Guardian Mortgage Corp. v. Dietzel, 362 Pa.Super. 426, 524 A.2d 951 (1987).

Defendant purports to deny Paragraphs 4, 5, and 6 of Plaintiff's Complaint, which address the default for failure to make payments as required by the Mortgage and the sums due Plaintiff resulting from the default. However, Defendant's "denial" merely repeats the exact words of the corresponding paragraphs in the complaint, without offering an sort of explanatory detail. Such a "denial", has been deemed by the Court to be insufficient. Lehner V. Montgomery, 180 Pa. Super. 493, 119 A.2d 626 (1956); Sincavage v. Howells, 8 Pa. D&C.2d 515, 1957 WL 6339 (C.P. 1957); Martin v. Barfield, 66 Pa. D&C. 321, 1949 WL 2977 (C.P. 1949). In any event, Plaintiff is concurrently, or will be imminently filing a detailed payment history which clearly illustrates Defendant's failures to pay the installments of principal and interest when due.

The sums due Plaintiff are easily calculable under the terms of the Mortgage, the contents of which are clearly within Defendant's knowledge and control, and Defendant has totally failed to tender a payoff or a reinstatement of the sums due to date. See Plaintiff's Affidavit in Support of the Motion. Since Defendant has the knowledge of, and the means necessary for obtaining the denied information, including the total sums due, the denials are, in fact, admissions. Elia v. Olszewski, 368 Pa. 578, 84 A.2d 188 (1951); First Wisconsin Trust Co. v. Strausser, 439 Pa.Super. 192, 653 A.2d 688 (1995); Cercone v. Cercone, 254 Pa.Super. 381, 386 A.2d 1 (1978).

Defendant's denial in paragraph 7 of the Answer is a mere assertion of a "conclusion of law", which provides no defense thereto as the denial is to an averment that offers factual situations of which the Defendant has knowledge, and therefore is an admission. First Wisconsin Trust Co. v. Strausser, 439 Pa.Super. 192, 653 A.2d 688 (1995).

Plaintiff has an express contractual right pursuant to the terms of the Mortgage (paragraph 22) to charge the Defendant attorney's fees as a consequence of the initiation of the within action in mortgage foreclosure. The Pennsylvania Courts have concluded that 5% or even 10% of the principal balance can be reasonable in the calculation of attorney's fees. See Federal National Mortgage Association v. U.S.A., 33 Pa.D.&C. 3d 152, 156 (1982); Federal Land Bank of Baltimore v. Fetner, 260 Pa.Super. 455, 410 A.2d 344 (1979). Under the circumstances, the attorney's fee recited herein is reasonable.

The Pennsylvania pre-foreclosure Act 6 Notice is not required in the present matter. The Act 6 Notice of Intention to Foreclose (41 P.S. Section 101, et seq.) is only required when the original bona fide principal amount of the mortgage is Fifty Thousand Dollars (\$50,000.00) or less. The original bona fide principal amount of the subject Mortgage is in excess of \$50,000.00. See Exhibit A attached hereto (Mortgage).

Despite Defendant's purported "denial", Plaintiff complied with the Pennsylvania pre-foreclosure Notice requirements of Act 6 (41 P.S. Section 101, et seq.) and Act 91 (35 P.S. Section 1680.401c, et seq.) The Pennsylvania pre-foreclosure Act 91 (35 P.S. Section 1680.403c, et seq.) states: "Any mortgagee who desires to foreclose upon a mortgage shall send to such mortgagor at his or her last known address the notice provided in subsection (b)...." Sending or "giving" notice under Act 91 is not clearly defined. The Policy Statement regulations under §40.203(a) require the notice be sent by first class mail, but permit the use of registered or certified mail. At the time Plaintiff sent Defendant(s) the statutory combined pre-foreclosure Notice, Defendant's last known address was the mortgaged premises. Plaintiff (mortgagee) properly sent Defendant(s) the Notice to this address, as evidenced by regular and certified mail, as evidenced by the true and correct copy of the Notice attached to the Complaint as Exhibit A. In any event, copies of the Certified Mail Return Receipts, bearing Defendant Kowalczyk's signature are attached hereto as Exhibit "B".

In this respect then, it should be noted that Defendant's Answer effectively admits every allegation of the Complaint.

#### **DEFENDANT'S NEW MATTER**


Defendant's New Matter does not offer any genuine issue as to any material fact, is irrelevant and immaterial and consists of mere conclusions of law. The New Matter does not set forth factual grounds precluding Defendant's obligation to pay the Mortgage, and therefore, it should be rejected by the Court.

#### **IV. CONCLUSION**

The allegations of the Complaint are, in fact, uncontroverted. As set forth above, Defendant's Answer and New Matter have been interposed for the purpose of delay only, and do not substantiate any claim or defense to the propriety of the Mortgage foreclosure action per se. There are no genuine issues as to any material fact to be determined at trial, and therefore, for the reasons set forth hereinabove, the Plaintiff (moving party) is entitled to Summary Judgment as a matter of law.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

BY:   
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE GAZZARA DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
Attorneys for Plaintiff

**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

185354-0  
918-74

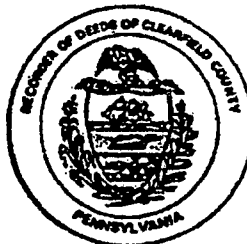
**\*RETURN DOCUMENT TO:  
DIVERSIFIED REAL ESTATE**

Instrument Number - 200708093  
Recorded On 5/17/2007 At 10:38:03 AM  
\* Instrument Type - MORTGAGE  
\* Total Pages - 12  
Invoice Number - 167059  
\* Mortgagor - KOWALCYK, JOSEPH J  
\* Mortgagee - CORNING FEDERAL CREDIT UNION  
\* Customer - DIVERSIFIED REAL ESTATE

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$27.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$42.50

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



*Karen L. Starck*

**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.

**EXHIBIT A**

PREPARED BY: Diversified Real Estate Settlement Services, Inc.

RETURN TO:  
Diversified Real Estate  
Settlement Services  
100 West Main Street  
Carnegie, PA 15106

I CERTIFY THIS TO BE AN  
EXACT COPY OF THE ORIGINAL

DIANE S.

CPN#: 130-M15-000-0043; Control # 130-0-80905

File No. 2070635

Tax ID No. 130-M15-000-0043; 130-0-80905

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 27th day of April, 2007, together with all Riders to this document.

(B) "Borrower" is Joseph J. Kowalczyk and Michelle L. Reese ("Borrower"). Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Corning Federal Credit Union which is organized and existing under the laws of The United States of America Lender's address is One Credit Union Plaza, P.O. Box 1450, Corning, New York, 14830-1050 Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 4/27/2007

The Note states that Borrower owes Lender Fifty Eight Thousand Nine Hundred dollars and Zero cents Dollars (U. S. \$58,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 5/1/2027.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☐ Condominium Rider

☐ Graduated Payment Rider

☐ Second Home Rider

☒ Other(s)

☐ 1-4 Family Rider

☐ V.A. Rider

☐ Rate Improvement Rider

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, Pennsylvania:

**All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of Centre, Pennsylvania, being more particularly bounded and described as follows, to-wit:**

**BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a poist; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid**

**BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre County, Pennsylvania.**

**BEING the same premises which Mike M. Warholic aka Michael Warholic, a widower acting by and through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.**

which currently has the address of 455 Kirk Street, Houtzdale, Pennsylvania 16651 ("Property Address");

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

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of



Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time

charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or

the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party

against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security

Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and

any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and

the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Signed, sealed and delivered in the presence of:

Witnesses:



Joseph J. Kowalczyk

Michelle L. Reese

**Certificate of Residence**

I do hereby certify that the correct address of the within-named Mortgagee is:

One Credit Union Plaza  
P.O. Box 1450  
Corning, New York 14830-1050

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

SS:

Clearfield County

On this 27th day of April, 2007, before me, the undersigned officer, personally appeared Joseph J. Kowalczyk and Michelle L. Reese known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he /she/they executed the same for the purposes herein contained.

My Commission Expires: 2-2-08

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Albert W. Kolan, Notary Public  
Farmington Twp., Clarion County  
My Commission Expires Feb. 2, 2008  
Member, Pennsylvania Association of Notaries



## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

## 2. Article Number

(Transfer from service label)

7007 3020 0000 0875 4018

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *Joe Kowalczyk*

- ☐
- Agent
- 
- ☐
- Addressee

## B. Received by (Printed Name)

*Joe Kowalczyk*

## C. Date of Delivery

2-25-08

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

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Joseph J. Kowalczyk  
PO Box 352  
Houtzdale, PA 16651

## 2. Article Number

(Transfer from service label)

7007 3020 0000 0875 4025

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *Joe Kowalczyk*

- ☐
- Agent
- 
- ☐
- Addressee

## B. Received by (Printed Name)

*Joe Kowalczyk*

## C. Date of Delivery

2-25-08

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

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Michelle L. Reese  
PO Box 352  
Houtzdale, PA 16651

## 2. Article Number

(Transfer from service label)

7007 3020 0000 0875 4049

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *Judy Reese*

- ☒
- Agent
- 
- ☐
- Addressee

## B. Received by (Printed Name)

*Judy Reese*

## C. Date of Delivery

2/20/08

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

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

EXHIBIT B

FEB

### VERIFICATION

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

UDREN LAW OFFICES, P.C.

Dated: 8/26/08

BY: Chandra Arkema  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE GAZZARA DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
Attorneys for Plaintiff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**


I, the undersigned attorney hereby certify that I served or caused to be served true and correct copies of Plaintiff's Motion for Summary Judgment and Brief in Support upon the following person named herein at their last known address or their attorney of record.

\_\_\_\_\_ Regular First Class Mail  
Date Served: August 27, 2008

TO: Frederick M. Neiswender  
NEISWENDER & KUBISTA  
211 1/2 North Second Street  
Clearfield, PA 16830  
Attorney for Defendant  
Joseph J. Kowalczyk

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
Non-Answering Defendant

UDREN LAW OFFICES, P.C.

BY:   
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE GAZZARA DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
Attorneys for Plaintiff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

FILED NO CC  
M1110384  
SEP 03 2008  
G10

William A. Shaw  
County Clerk of Courts

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk

Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER**

9. This averment does not require a response.
10. Denied. This averment is denied as a conclusion of law to which no response is required.
11. Denied. This averment is denied as a conclusion of law to which no response is required.
12. Denied. This averment is denied as a conclusion of law to which no response is required.
13. Denied. This averment is denied as a conclusion of law to which no response is required.
14. Denied. This averment is denied as a conclusion of law to which no response is required. Furthermore, Defendant's New Matter is pled in violation of Pa.R.C.P. 1019(b) as all averments of fraud must be pled with particularity. There is no "particularity" in Defendant's New Matter.

15. Denied. This averment is denied as a conclusion of law to which no response is required.

16. Denied. This averment is denied as a conclusion of law to which no response is required.

17. Denied. This averment is denied as a conclusion of law to which no response is required.

18. Denied. This averment is denied as a conclusion of law to which no response is required.

19. Denied. This averment is denied as a conclusion of law to which no response is required.


20. Denied. This averment is denied as a conclusion of law to which no response is required.

21. Denied. This averment is denied as a conclusion of law to which no response is required. By way of further reply, Plaintiff avers that the Statute of Limitations in an action in mortgage foreclosure is twenty (20) years (42 Pa.C.S.A. Section 5529(b)), and thus, Plaintiff's action was timely commenced.

22. Denied. This averment is denied as a conclusion of law to which no response is required

WHEREFORE, Plaintiff prays and respectfully requests that the Honorable Court deny and dismiss, with prejudice, Defendant's New Matter, and award judgment in Plaintiff's favor as prayed for in its Complaint.

UDREN LAW OFFICES, P.C.

BY:   
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE GAZZARA DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
Attorneys for Plaintiff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**

I, the undersigned attorney, hereby certify that I served or caused to be served a true and correct copy of Plaintiff's Reply to New Matter upon the following person named herein at their last known address or their attorney of record.


\_\_\_\_\_ Regular First Class Mail

Date Served: August 27, 2008

TO: Frederick M. Neiswender  
NEISWENDER & KUBISTA  
211 1/2 North Second Street  
Clearfield, PA 16830  
Attorney for Defendant  
Joseph J. Kowalczyk

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
Non-Answering Defendant

UDREN LAW OFFICES, P.C.

BY:   
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE GAZZARA DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
Attorneys for Plaintiff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk

Michelle L. Reese

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

NO. 08-528-CD

**PRAECIPE TO ATTACH AFFIDAVIT AND VERIFICATION TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

**TO THE PROTHONOTARY:**

Kindly attach the enclosed Affidavit and Verification to Plaintiff's Motion for Summary

Judgment which was filed on or about August 28, 2008.

UDREN LAW OFFICES, P.C.

BY:

*Chandra Arkema*

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE GAZZARA DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

Attorneys for Plaintiff

**FILED** *NO CC*  
*011:23/01*  
**SEP 0 2008** *(GR)*

William A. Shaw  
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk

Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

AFFIDAVIT

STATE OF New York :

SS

COUNTY OF Steuben :

I, Kimberly M Turcsik , being duly sworn according to law, depose and say:

1. That I am the Mortgage Collector for Corning Credit Union, the Plaintiff in the within matter.

2. That in said capacity I am familiar with the account that forms the basis of the instant foreclosure action and that I am authorized to take this Affidavit.

3. That all notices, if required to be sent to the Defendants pursuant to Act 6 of 1974 and Act 91 of 1983, have been sent pursuant to the requirements of those Acts on the dates appearing thereon, copies of said notices being attached to the Complaint as Exhibits, if applicable.

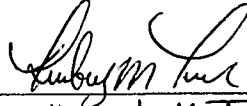
4. The amounts due on the Mortgage were correctly stated as of the date appearing in the Complaint, in paragraph 6 thereof, and have accumulated since the filing of the Complaint, as follows:



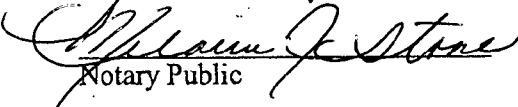
Principal of debt due and unpaid	\$58,393.72
Interest at 6.125% from 9/1/07 to 8/5/08 (the per diem interest accruing on this debt is \$9.79 and that sum should be added each day after 8/5/08)	3,317.75
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft	539.49
Homeowner's Insurance- (- 185.58)	
Private Mortgage Insurance - (- 394.32)	
School Taxes Balance - (+ 40.29)	
Interest on Escrow (+ 0.12)	
Property Inspections	240.00
Force place Insurance	87.60
Late Charges	34.08
Attorney's Fees (anticipated and actual to 5% of principal)	<u>2,919.69</u>
<b>TOTAL</b>	<b>\$64,337.56</b>

A true and correct copy of the payment history, attested to herein, is attached hereto as Exhibit "A".

Corning Credit Union

By:   
Name: Kimberly M Turesik  
Title: Mortgage Collector

Sworn to and subscribed before me  
this 29<sup>th</sup> day of August 2008.

  
Notary Public

MELANIE J. STONE  
Notary Public, 4937634  
State of New York, County of Steuben  
Commission Expires 8/8/2010

# LOAN ACCOUNT HISTORY

CORNING FEDERAL CREDIT UNION  
PO BOX 1450  
CORNING NY 14830-1050

## YOUR LOAN PAYMENT INFORMATION

Next Payment Date: 10-01-07  
Scheduled P&I Payment: \$ 426.24  
Scheduled Escrow: 98.03  
Subsidized Amount: .00  
Payment: \$ 524.27  
Unpaid Late Fees: 34.08  
Unpaid Other Fees: 1027.60

JOSEPH J KOWALCYK  
MICHELLE L REESE  
RETURN TO SENDER  
FORECLOSURE  
PA PA 00001

Date of Loan: 04-27-07  
Maturity Date: 05-01-27  
Loan Type: 25 FREDDIE MA  
Interest Rate: 06.1250 %  
Interest Rate Adjustment:  
Commence New Payment:  
Next Escrow Analysis: 11-01-08

Date: 08-29-08 Your Loan Account Number: 87- 918074

## YOUR LOAN ACCOUNT HISTORY RECORD

RV	DATE	PAYMENT	INTEREST	NEXT PMT	PRINCIPAL	BALANCE	T/C	ESCROW AMT	ESCROW BAL	LATE CHARGE	PARTIAL AMT
	04-27-07	58900.00	.00	06-01-07	58900.00	58900.00	81	.00	.00	.00	.00
	04-27-07	20.62	.00	06-01-07	.00	58900.00	09	20.62	20.62	.00	.00
	04-27-07	251.25	.00	06-01-07	.00	58900.00	07	251.25	271.87	.00	.00
	05-01-07	.01	.00	06-01-07	.00	58900.00	20	.01	271.88	.00	.00
	06-01-07	.23	.00	06-01-07	.00	58900.00	20	.23	272.11	.00	.00
	06-04-07	524.27	300.64	07-01-07	125.60	58774.40	01	98.03	370.14	.00	.00
	06-07-07	20.62	.00	07-01-07	.00	58774.40	53	20.62	349.52	.00	.00
	06-29-07	524.27	299.99	08-01-07	126.25	58648.15	01	98.03	447.55	.00	.00
	07-02-07	.30	.00	08-01-07	.00	58648.15	20	.30	447.85	.00	.00
	07-09-07	20.62	.00	08-01-07	.00	58648.15	53	20.62	427.23	.00	.00
	08-01-07	.37	.00	08-01-07	.00	58648.15	20	.37	427.60	.00	.00
	08-06-07	20.62	.00	08-01-07	.00	58648.15	53	20.62	406.98	.00	.00
	08-09-07	524.27	299.35	09-01-07	126.89	58521.26	01	98.03	505.01	.00	.00
	09-04-07	.40	.00	09-01-07	.00	58521.26	20	.40	505.41	.00	.00
	09-10-07	20.62	.00	09-01-07	.00	58521.26	53	20.62	484.79	.00	.00
	09-10-07	483.48	.00	09-01-07	.00	58521.26	51	483.48	1.31	.00	.00
	09-17-07	8.52	.00	09-01-07	.00	58521.26	LC	.00	1.31	8.52	.00
	09-24-07	524.27	298.70	10-01-07	127.54	58393.72	01	98.03	99.34	.00	.00
	09-24-07	8.52	.00	10-01-07	.00	58393.72	19	.00	99.34	8.52	.00
	10-01-07	.25	.00	10-01-07	.00	58393.72	20	.25	99.59	.00	.00
	10-01-07	5.00	.00	10-01-07	.00	58393.72	A1	5.00	94.59	.00	.00
	10-11-07	20.62	.00	10-01-07	.00	58393.72	53	20.62	73.97	.00	.00
	10-17-07	8.52	.00	10-01-07	.00	58393.72	LC	.00	73.97	8.52	.00
	11-01-07	.07	.00	10-01-07	.00	58393.72	20	.07	74.04	.00	.00
	11-07-07	20.62	.00	10-01-07	.00	58393.72	53	20.62	53.42	.00	.00
	11-19-07	8.52	.00	10-01-07	.00	58393.72	LC	.00	53.42	8.52	.00
	12-03-07	.05	.00	10-01-07	.00	58393.72	20	.05	53.47	.00	.00
	12-10-07	20.62	.00	10-01-07	.00	58393.72	53	20.62	32.85	.00	.00
	12-13-07	30.00	.00	10-01-07	.00	58393.72	OC	.00	32.85	.00	.00
	12-14-07	428.00	.00	10-01-07	.00	58393.72	52	428.00	-395.15	.00	.00
	12-17-07	8.52	.00	10-01-07	.00	58393.72	LC	.00	-395.15	8.52	.00
	01-08-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-415.77	.00	.00
	01-17-08	8.52	.00	10-01-07	.00	58393.72	LC	.00	-415.77	8.52	.00

(See page 2 for explanation of codes and information.)

## GUIDE TO READING THE TRANSACTIONS

TRANSACTION CODES (Most Often Used)	DESCRIPTION
T/C	
81	New Loan Amount
01	Regular Loan Payment
02	Regular Loan Payment and Late Charge
05	Extra Principal Payment
06	Interest Only Payment
07-16	Extra Funds to Escrow
18	Partial Payment
19	Late Charge Paid
20	Escrow Interest Paid to Borrower
51-59	Disbursement from Escrow
61	Regular Loan Payment from Partial
63	Regular Loan Payment and Late Charge from Partial
A0-A9	Escrow Disbursement to Borrower
MP	Multiple Payments
MT	Multiple Transactions
CL	Credit Line Draw
DC	Credit Line Draw At Initial Setup
LC	Late Charge Assessed
LW	Late Charge Waived
RR	Excess Refund from Escrow

NOTE: An R in the RV Column indicates this transaction has been reversed.

### QUESTION ON YOUR ACCOUNT

Please review your Loan Account History and notify us if there has been an error. Errors not reported within 90 days may not be corrected.

If you have a question on your Account History, please call our Mortgage Department or stop by our Mortgage Office.

### CREDITING OF PAYMENTS

When paying by mail you should allow five (5) days of mail time for the payment to reach us. Payments may not be posted the same day as receipted. Due to processing cut off times, balancing, and payments made at after hours windows, posting may be delayed.

# LOAN ACCOUNT HISTORY

CORNING FEDERAL CREDIT UNION  
PO BOX 1450  
CORNING NY 14830-1050

## YOUR LOAN PAYMENT INFORMATION

Next Payment Date: 10-01-07  
Scheduled P&I Payment: \$ 426.24  
Scheduled Escrow: 98.03  
Subsidized Amount: .00  
Payment: \$ 524.27  
Unpaid Late Fees: 34.08  
Unpaid Other Fees: 1027.60

JOSEPH J KOWALCYK  
MICHELLE L REESE  
RETURN TO SENDER  
FORECLOSURE  
PA PA 00001

Date of Loan: 04-27-07  
Maturity Date: 05-01-27  
Loan Type: 25 FREDDIE MA  
Interest Rate: 06.1250 %  
Interest Rate Adjustment:  
Commence New Payment:  
Next Escrow Analysis: 11-01-08

PAGE: 02 (CONTINUED)

Date: 08-29-08 Your Loan Account Number: 87- 918074

## YOUR LOAN ACCOUNT HISTORY RECORD

RV	DATE	PAYMENT	INTEREST	NEXT PMT	PRINCIPAL	BALANCE	T/C	ESCROW AMT	ESCROW BAL	LATE CHARGE	PARTIAL AMT
R	01-26-08	60.00	.00	10-01-07	.00	58393.72	A2	60.00	-475.77	.00	.00
	01-28-08	60.00	.00	10-01-07	.00	58393.72	B2	60.00	-415.77	.00	.00
	01-28-08	60.00	.00	10-01-07	.00	58393.72	OC	.00	-415.77	.00	.00
	02-08-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-436.39	.00	.00
	03-10-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-457.01	.00	.00
	04-11-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-477.63	.00	.00
	05-12-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-498.25	.00	.00
	06-10-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-518.87	.00	.00
	06-25-08	30.00	.00	10-01-07	.00	58393.72	OC	.00	-518.87	.00	.00
	06-25-08	30.00	.00	10-01-07	.00	58393.72	OC	.00	-518.87	.00	.00
	06-25-08	30.00	.00	10-01-07	.00	58393.72	OC	.00	-518.87	.00	.00
	07-02-08	43.80	.00	10-01-07	.00	58393.72	OC	.00	-518.87	.00	.00
	07-14-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-539.49	.00	.00
	08-05-08	43.80	.00	10-01-07	.00	58393.72	OC	.00	-539.49	.00	.00
	08-05-08	30.00	.00	10-01-07	.00	58393.72	OC	.00	-539.49	.00	.00
	08-05-08	30.00	.00	10-01-07	.00	58393.72	OC	.00	-539.49	.00	.00
	08-05-08	700.00	.00	10-01-07	.00	58393.72	OC	.00	-539.49	.00	.00
	08-08-08	20.62	.00	10-01-07	.00	58393.72	53	20.62	-560.11	.00	.00
	08-21-08	30.00	.00	10-01-07	.00	58393.72	OC	.00	-560.11	.00	.00
	08-21-08	30.00	.00	10-01-07	.00	58393.72	OC	.00	-560.11	.00	.00
	08-21-08	30.00	.00	10-01-07	.00	58393.72	OR	.00	-560.11	.00	.00
	08-21-08	30.00	.00	10-01-07	.00	58393.72	OR	.00	-560.11	.00	.00

(See page 2 for explanation of codes and information.)

## GUIDE TO READING THE TRANSACTIONS

TRANSACTION CODES (Most Often Used)	DESCRIPTION
T/C	
81	New Loan Amount
01	Regular Loan Payment
02	Regular Loan Payment and Late Charge
05	Extra Principal Payment
06	Interest Only Payment
07-16	Extra Funds to Escrow
18	Partial Payment
19	Late Charge Paid
20	Escrow Interest Paid to Borrower
51-59	Disbursement from Escrow
61	Regular Loan Payment from Partial
63	Regular Loan Payment and Late Charge from Partial
A0-A9	Escrow Disbursement to Borrower
MP	Multiple Payments
MT	Multiple Transactions
CL	Credit Line Draw
DC	Credit Line Draw At Initial Setup
LC	Late Charge Assessed
LW	Late Charge Waived
RR	Excess Refund from Escrow

NOTE: An R in the RV Column indicates this transaction has been reversed.

### QUESTION ON YOUR ACCOUNT

Please review your Loan Account History and notify us if there has been an error. Errors not reported within 90 days may not be corrected.

If you have a question on your Account History, please call our Mortgage Department or stop by our Mortgage Office.

### CREDITING OF PAYMENTS

When paying by mail you should allow five (5) days of mail time for the payment to reach us. Payments may not be posted the same day as receipted. Due to processing cut off times, balancing, and payments made at after hours windows, posting may be delayed.

### VERIFICATION

The undersigned, the Plaintiff in the Motion for Summary Judgment, being authorized to make this Verification on behalf of the Plaintiff, hereby verifies that the facts set forth in the Motion for Summary Judgment are taken from the business records of the Mortgage held by the Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

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

Corning Credit Union

By: Kimberly M. Turesik  
Name: Kimberly M Turesik  
Title: Mortgage Collector

Dated: 8/29/08

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE GAZZARA DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**

I, the undersigned Attorney, hereby certify that I served or caused to be served true and correct copies of Plaintiff's Praecipe to Attach Affidavit and Verification to Plaintiff's Motion for Summary Judgment upon the following person named herein at their last known address or their attorney of record.

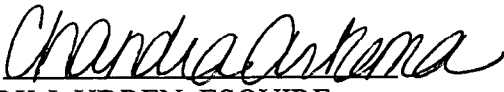
\_\_\_\_\_ Regular First Class Mail  
Date Served: September 8, 2008

TO: Frederick M. Neiswender  
NEISWENDER & KUBISTA  
211 1/2 North Second Street  
Clearfield, PA 16830  
Attorney for Defendant  
Joseph J. Kowalczyk

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
Non-Answering Defendant

UDREN LAW OFFICES, P.C.

BY:

  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE GAZZARA DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

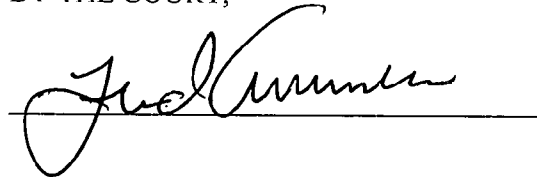
NO. 08-528-CD

ORDER

AND NOW, this 11 day of September 2008,  
upon consideration of the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested
- (2) the respondent shall file an answer to the motion within \_\_\_\_\_ days of this date;
- (3) the motion shall be decided under Pa.R.C.P. 206.7;
- (4) depositions and all other discovery shall be completed within \_\_\_\_\_ days of this date;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on \_\_\_\_\_, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. \_\_\_\_\_.
- (6) argument shall be held on October 7, 2008 in Courtroom No. 10200 of the Clearfield County Courthouse; and
- (7) notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT,



FILED

10/3:53 AM  
SEP 12 2008

3cc  
Att'y Ackema  
E-10



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk

Michelle L. Reese

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**

I, the undersigned attorney hereby certify that I served or caused to be served true and correct copies of the Order of Court scheduling Oral Arguments for Plaintiff's Motion for Summary Judgment upon the following person named herein at their last known address or their attorney of record.

\_\_\_\_\_ Regular First Class Mail  
Date Served: September , 2008

TO: Frederick M. Neiswender  
NEISWENDER & KUBISTA  
211 1/2 North Second Street  
Clearfield, PA 16830  
Attorney for Defendant  
Joseph J. Kowalczyk

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
Non-Answering Defendant

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
CHANDRA M. ARKEMA, ESQUIRE  
Attorneys for Plaintiff

FILED

SEP 19 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

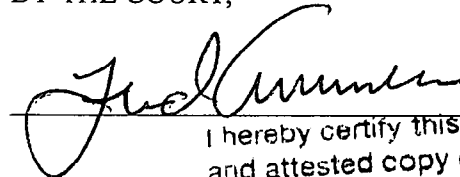
NO. 08-528-CD

ORDER

AND NOW, this 11 day of September 2008,  
upon consideration of the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested
- (2) the respondent shall file an answer to the motion within \_\_\_\_\_ days of this date;
- (3) the motion shall be decided under Pa.R.C.P. 206.7;
- (4) depositions and all other discovery shall be completed within \_\_\_\_\_ days of this date;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on \_\_\_\_\_, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. \_\_\_\_\_.
- (6) argument shall be held on October 7, 2008 in Courtroom No. 10200 <sup>p.m.</sup> of the Clearfield County Courthouse; and
- (7) notice of the entry of this order shall be provided to all parties by the moving party.

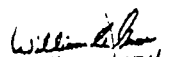
BY THE COURT,



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

SEP 12 2008

Attest.

  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendants

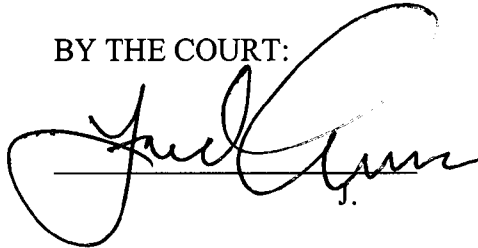
NO. 08-528-CD

**ORDER**

AND NOW, to wit, this 7<sup>th</sup> day of October, 2008, upon consideration of Plaintiff's Motion for Summary Judgment and supporting documents thereto, and upon consideration of the Reply, if any, filed by the Defendant hereto, the Court hereby determines that Defendant, Joseph J. Kowalczyk, has failed to make a legal defense to Plaintiff's claim and that Plaintiff is entitled to Summary Judgment as a matter of law, and the Court, therefore, **ORDERS AND DECREES** that Judgment, in rem, shall be entered in favor of the Plaintiff and against Defendant, Joseph J. Kowalczyk, in the amount of \$66,137.33 (as calculated from the Complaint), together with ongoing per diem interest, escrow advances, and any additional recoverable costs to date of Sheriff's Sale; and for foreclosure and sale of the mortgaged property.

It is further **ORDERED AND DECREED** that Defendant's New Matter is hereby denied and dismissed, with Prejudice.

BY THE COURT:



**FILED**

012:14 301  
OCT 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

3 CC Atty  
P. Colavecchi  
(for Piff)-  
will serve  
616

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

ATTORNEY FOR PLAINTIFF

FILED<sup>12</sup>

OCT 24 2008

M/1:00/4  
William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE TO EACH  
DEPT. & CITY

NEWSPAPER

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), **Michelle L. Reese** for failure to Answer Plaintiff's Complaint within 20 days from service thereof; and against Defendant(s) **Joseph J. Kowalczyk**, pursuant to the Court's Order dated October 7th, 2008 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order

\$66,137.33

TOTAL

\$66, 137.33

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given for Defendant(s) **Michelle L. Reese** in accordance with Pa.R.C.P. Rule 237.1, a copy of which is attached hereto, and (3) that a true and correct copy of the Praecipe has been mailed to Defendant(s), **Joseph J. Kowalczyk** pursuant to Pa.R.C.P. Rule 237.

~~UDREN LAW OFFICES~~, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

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

\_\_\_\_\_  
PRO PROTHY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendants

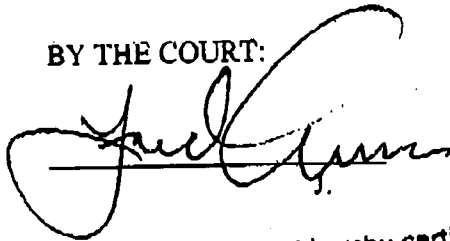
NO. 08-528-CD

ORDER

AND NOW, to wit, this 7<sup>th</sup> day of October, 2008, upon consideration of Plaintiff's Motion for Summary Judgment and supporting documents thereto, and upon consideration of the Reply, if any, filed by the Defendant hereto, the Court hereby determines that Defendant, Joseph J. Kowalczyk, has failed to make a legal defense to Plaintiff's claim and that Plaintiff is entitled to Summary Judgment as a matter of law, and the Court, therefore, **ORDERS AND DECREES** that Judgment, in rem, shall be entered in favor of the Plaintiff and against Defendant, Joseph J. Kowalczyk, in the amount of \$66,137.33 (as calculated from the Complaint), together with ongoing per diem interest, escrow advances, and any additional recoverable costs to date of Sheriff's Sale; and for foreclosure and sale of the mortgaged property.

It is further **ORDERED AND DECREED** that Defendant's New Matter is hereby denied and dismissed, with Prejudice.


BY THE COURT:



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

OCT 07 2008

Attest.

  
Prothonotary/  
Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO.08-528-CD

TO: Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

DATE of Notice: April 23, 2008

**IMPORTANT NOTICE**

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

**LAWYER REFERRAL SERVICE**

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


**NOTIFICACION IMPORTANTE**

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

**SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE**

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

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

  
Mark J. Udren, Esquire  
Stuart Winneg, Esquire  
Lorraine Doyle, Esquire  
Alan M. Minato, Esquire  
Chandra M. Arkema, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:

SS

COUNTY OF CAMDEN

:

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

Defendant: Michelle L. Reese  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Defendant: Joseph J. Kowalczyk  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

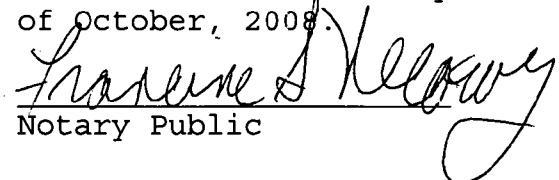
*Francine S. Necowitz*  
Notary Public  
State of New Jersey  
My Commission Expires 12/20/08

UDREN LAW OFFICES, P.C.

BY: 

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

Sworn to and subscribed  
before me this 21st day  
of October, 2008.

  
Notary Public

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

TO: Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

NOTICE

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

*Prothonotary*

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), **Michelle L. Reese** for failure to Answer Plaintiff's Complaint within 20 days from service thereof; and against Defendant(s) **Joseph J. Kowalczyk**, pursuant to the Court's Order dated October 7th, 2008 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order

\$66,137.33

TOTAL

\$66, 137.33

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given for Defendant(s) **Michelle L. Reese** in accordance with Pa.R.C.P. Rule 237.1, a copy of which is attached hereto, and (3) that a true and correct copy of the Praecipe has been mailed to Defendant(s), **Joseph J. Kowalczyk** pursuant to Pa.R.C.P. Rule 237.

UDREN LAW OFFICES, P.C.

BY: 

~~Attorneys for Plaintiff~~

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

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

\_\_\_\_\_  
PRO PROTHY

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARI J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 [pleadings@udren.com](mailto:pleadings@udren.com)

Coming Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
c/o Frederick M. Neiswander, Esq.  
211 ½ North Second Street  
Clearfield, PA 16830

#### NOTICE

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

*Prothonotary*

\_\_\_ Judgment by Default  
\_\_\_ Money Judgment  
\_\_\_ Judgment in Replevin  
\_\_\_ Judgment for Possession  
\_\_\_ Judgment on Award of Arbitration  
\_\_\_ Judgment on Verdict  
\_X\_ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), **Michelle L. Reese** for failure to Answer Plaintiff's Complaint within 20 days from service thereof; and against Defendant(s) **Joseph J. Kowalczyk**, pursuant to the Court's Order dated October 7th, 2008 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order

\$66,137.33

TOTAL

\$66, 137.33

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given for Defendant(s) **Michelle L. Reese** in accordance with Pa.R.C.P. Rule 237.1, a copy of which is attached hereto, and (3) that a true and correct copy of the Praecipe has been mailed to Defendant(s), **Joseph J. Kowalczyk** pursuant to Pa.R.C.P. Rule 237.

UDREN LAW OFFICES, P.C.

BY: 

~~Attorneys for Plaintiff~~

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

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

\_\_\_\_\_  
PRO PROTHY

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

#### NOTICE

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

*Prothonotary*

\_\_\_ Judgment by Default  
\_\_\_ Money Judgment  
\_\_\_ Judgment in Replevin  
\_\_\_ Judgment for Possession  
\_\_\_ Judgment on Award of Arbitration  
\_\_\_ Judgment on Verdict  
\_X\_ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), **Michelle L. Reese** for failure to Answer Plaintiff's Complaint within 20 days from service thereof; and against Defendant(s) **Joseph J. Kowalczyk**, pursuant to the Court's Order dated October 7th, 2008 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order

\$66,137.33

TOTAL

\$66, 137.33

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given for Defendant(s) **Michelle L. Reese** in accordance with Pa.R.C.P. Rule 237.1, a copy of which is attached hereto, and (3) that a true and correct copy of the Praecipe has been mailed to Defendant(s), **Joseph J. Kowalczyk** pursuant to Pa.R.C.P. Rule 237.

UDREN LAW OFFICES, P.C.

BY: 

~~Attorneys for Plaintiff~~

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

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

\_\_\_\_\_  
PRO PROTHY

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651

#### NOTICE

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

*Prothonotary*

\_\_\_ Judgment by Default  
\_\_\_ Money Judgment  
\_\_\_ Judgment in Replevin  
\_\_\_ Judgment for Possession  
\_\_\_ Judgment on Award of Arbitration  
\_\_\_ Judgment on Verdict  
\_X\_ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), **Michelle L. Reese** for failure to Answer Plaintiff's Complaint within 20 days from service thereof; and against Defendant(s) **Joseph J. Kowalczyk**, pursuant to the Court's Order dated October 7th, 2008 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order

\$66,137.33

TOTAL

\$66, 137.33

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given for Defendant(s) **Michelle L. Reese** in accordance with Pa.R.C.P. Rule 237.1, a copy of which is attached hereto, and (3) that a true and correct copy of the Praecipe has been mailed to Defendant(s), **Joseph J. Kowalczyk** pursuant to Pa.R.C.P. Rule 237.

UDREN LAW OFFICES, P.C.

BY: 

~~Attorneys for Plaintiff~~

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

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

\_\_\_\_\_  
PRO PROTHY

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

NOTICE

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

*Prothonotary*

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), **Michelle L. Reese** for failure to Answer Plaintiff's Complaint within 20 days from service thereof; and against Defendant(s) **Joseph J. Kowalczyk**, pursuant to the Court's Order dated October 7th, 2008 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order

\$66,137.33

TOTAL

\$66, 137.33

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given for Defendant(s) **Michelle L. Reese** in accordance with Pa.R.C.P. Rule 237.1, a copy of which is attached hereto, and (3) that a true and correct copy of the Praecipe has been mailed to Defendant(s), **Joseph J. Kowalczyk** pursuant to Pa.R.C.P. Rule 237.

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

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

\_\_\_\_\_  
PRO PROTHY



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

FILED

OCT 24 2008

m/1:30/4

William A. Shaw

Prothonotary/Clerk of Courts

1 clear w/6 writs

to SHFF

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

PRAECIPE TO ISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount due \$66,137.33

Interest From 8/6/08

to Date of Sale

Ongoing Per Diem of \$9.79

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

(Costs to be added)

\$ Prothonotary costs \$135.00

UDREN LAW OFFICES, P.C.

BY:

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

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

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
Plaintiff  
v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

455 kirk Street  
Houtzdale, PA 16651  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$66, 137.33

Interest From 8/6/08

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$9.79

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

Prothonotary costs \$135.00

(Costs to be added)

\$ \_\_\_\_\_

By \_\_\_\_\_

Prothonotary

Clerk

Date OCT. 24, 2008

COURT OF COMMON PLEAS  
NO. 08-528-CD


Corning Federal Credit Union  
vs.  
Joseph J. Kowalczyk  
Michelle L. Reese

WRIT OF EXECUTION

REAL DEBT \$ 66, 137.33  
  
INTEREST \$ \_\_\_\_\_  
from 8/6/08  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$9.79  
to actual date of sale including if sale is  
held at a later date

COSTS PAID:  
PROTHY \$ \_\_\_\_\_  
  
SHERIFF \$ \_\_\_\_\_  
  
STATUTORY \$ \_\_\_\_\_  
  
COSTS DUE PROTHY. \$ \_\_\_\_\_

PREMISES TO BE SOLD:  
455 kirk Street  
Houtzdale, PA 16651

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

All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a post; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid

BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre County, Pennsylvania.

BEING the same premises which Mike M. Warholc aka Michael Warholc, a widower acting by and through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

UNDER AND SUBJECT to all conditions, covenants and restrictions as of record.

BEING KNOWN AS: 455 KIRK STREET  
HOUTZDALE, PA 16651

PROPERTY ID NO.: 130-M15-000-00043 CONTROL # 130080905

TITLE TO SAID PREMISES IS VESTED IN JOSEPH J. KOWALCYK AND MICHELLE L. REESE BY DEED FROM MARSHALL J. SHIRLEY, JR. AND CELESTINA L.M. SHIRLEY, HUSBAND AND WIFE DATED 4/27/07 RECORDED 5/17/07 IN INSTRUMENT NO. 200708092.

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

Corning Federal Credit Union  
 Plaintiff  
 v.

COURT OF COMMON PLEAS  
 CIVIL DIVISION  
 Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
 Michelle L. Reese  
 Defendant(s)

NO. 08-528-CD

**CERTIFICATE TO THE SHERIFF**

I HEREBY CERTIFY THAT:

I. The judgment entered in the above matter is based on an Action:

- ☐ A. In Assumpsit (Contract)
- ☐ B. In Trespass (Accident)
- ☒ C. In Mortgage Foreclosure
- ☐ D. On a Note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

II. The Defendant(s) own the property being exposed to sale as:

- ☐ A. An individual
- ☐ B. Tenants by Entireties
- ☐ C. Joint Tenants with right of survivorship
- ☐ D. A partnership
- ☒ E. Tenants in Common
- ☐ F. A corporation

III. The Defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one Defendant and either A or B above is not applicable, state which Defendant is resident of the Commonwealth of Pennsylvania.  
 Resident:

UDREN LAW OFFICES, P.C.

BY: 1

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE  
 STUART WINNEG, ESQUIRE  
 LORRAINE DOYLE, ESQUIRE  
 ALAN M. MINATO, ESQUIRE  
 CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

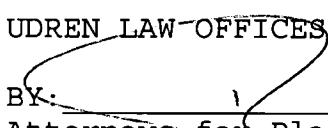
C E R T I F I C A T E

I hereby state that as the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

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

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

UDREN LAW OFFICES, P.C.

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

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

Corning Federal Credit Union  
 Plaintiff  
 v.

Joseph J. Kowalczyk  
 Michelle L. Reese  
 Defendant(s)

COURT OF COMMON PLEAS  
 CIVIL DIVISION  
 Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

# AFFIDAVIT PURSUANT TO RULE 3129.1

Corning Federal Credit Union, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 455 Kirk Street, Houtzdale, PA 16651

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

Name	Address
------	---------

Joseph J. Kowalczyk	455 Kirk Street Houtzdale, PA 16651
---------------------	--

P.O. Box 352  
 Houtzdale, PA 16651

1060 Spring Street  
 Houtzdale, PA 16651

Michelle L. Reese	233 Dorthia Street Houtzdale, PA 16651
-------------------	---

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

Name	Address
------	---------

SAME AS #1 ABOVE

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

Name	Address
------	---------

None

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

Name

Address

Corning Federal Credit Union    One Credit Union Plaza  
Corning, NY 14830

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

Name

Address

None

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

Name

Address

Real Estate Tax Dept.                      1 North Second St., Suite 116  
Clearfield, PA 16830

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

Commonwealth of PA,                      Bureau of Compliance, PO Box 281230  
Department of Revenue                      Harrisburg, PA 17128-1230

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

Name

Address

Tenants/Occupants                          455 Kirk Street  
Houtzdale, PA 16651

Frederick M. Neiswander, Esq. 211 ½ North Second Street  
Clearfield, PA 16830

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

DATED: October 21, 2008

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE



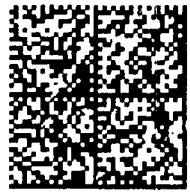
William A. Shaw  
Prothonotary/Clerk of Courts  
P.O. Box 549  
Clearfield, PA 16830

mailed to  
Houtzdale, PA  
16830-0352

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
OCT 30 2008  
3/11:00am

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16830



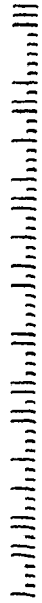
Hasler

016H26519216  
\$00.420  
Mailed From 08003  
US POSTAGE

KOWA455 X 165 NCC 1 A07C 72 10/28/08  
FORWARD TIME EXP RTN TO SEND  
KOWALCYK, JOSEPH J  
PO BOX 352  
HOUTZDALE PA 16831-0352

RETURN TO SENDER

1683000549



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

#### NOTICE

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

*Prothonotary*

\_\_\_ Judgment by Default  
\_\_\_ Money Judgment  
\_\_\_ Judgment in Replevin  
\_\_\_ Judgment for Possession  
\_\_\_ Judgment on Award of Arbitration  
\_\_\_ Judgment on Verdict  
 X  Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), Michelle L. Reese for failure to Answer Plaintiff's Complaint within 20 days from service thereof; and against Defendant(s) Joseph J. Kowalczyk, pursuant to the Court's Order dated October 7th, 2008 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order

\$66,137.33

TOTAL

\$66, 137.33

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given for Defendant(s) Michelle L. Reese in accordance with Pa.R.C.P. Rule 237.1, a copy of which is attached hereto, and (3) that a true and correct copy of the Praecipe has been mailed to Defendant(s), Joseph J. Kowalczyk pursuant to Pa.R.C.P. Rule 237.

UDREN LAW OFFICES, P.C.

BY: 

~~Attorneys for Plaintiff~~

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: Oct. 24, 2008

  
PRO PROTHY

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400, pleadings@udren.com

FILED *WCC*  
DEC 10 2008 *610*

William A. Shaw  
Prothonotary/Clerk of Courts

Corning Federal Credit Union  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

MOTION FOR SPECIAL SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, moves this Honorable Court for an Order directing service of the Notice of Sale upon Defendant(s), Joseph J. Kowalczyk and Michelle L. Reese by regular mail and certified mail and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served upon said Defendant, Joseph J. Kowalczyk, at 455 Kirk Street, Houtzdale, PA 16651, which is the mortgaged premises. A copy of the Return of Service is attached hereto as Exhibit A.

2. Process was also unable to be served at the then last known address of said Defendant, Joseph J. Kowalczyk, at 1060 Spring Street, Houtzdale, PA 16651. A copy of the Return of Service is attached hereto as Exhibit B.

3. Process was unable to be served at the then last known address of said Defendant, Michelle L. Reese, at 233 Dorothea, Houtzdale, PA 16651. A copy of the Return of Service is attached hereto as Exhibit C.

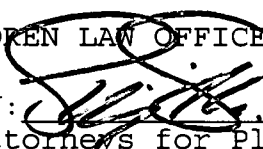
4. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit D.

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

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

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Notice of Sale upon said Defendant(s), Joseph J. Kowalczyk and Michelle L. Reese by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY:   
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
— LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400, [pleadings@udren.com](mailto:pleadings@udren.com)

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**MEMORANDUM OF LAW**

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

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

NOTE: A sheriff's return of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A2d 603 (1976).

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

As set forth in the Returns of Service marked Exhibit A, B and C, the Sheriff and/or Process Server has been unable to serve the Notice of Sale. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation marked Exhibit D.

WHEREFORE, Plaintiff prays and respectfully requests service of the Notice of Sale upon Defendant(s) by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

~~LOUIS A. SIMONI, ESQUIRE~~



Corning Federal Credit Union, et al., Plaintiff(s)  
vs.  
Joseph J. Kowalczyk, et al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
1-800-328-7171

APS International Plaza  
7800 Glenroy Road  
Minneapolis, MN 55439-3122

APS File #: 093392-0001

### AFFIDAVIT OF DUE AND DILIGENT ATTEMPT

UDREN LAW OFFICES  
Ms. Danielle Devlin  
111 Woodcrest Rd. Ste 200  
Cherry Hill, NJ 08003-3620  
  
Customer File: 08020223

Service of Process on:

--Joseph J. Kowalczyk  
Court Case No. 08-528-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. Ellis, undersigned, being duly sworn, deposes and says  
that at all times mentioned herein, s/he was of legal age and was not a party to this action:

Documents Served: the undersigned attempted to serve the documents described as:  
Notice of Sheriff's Sale of Real Property

Service of Process on: The undersigned attempted to serve the documents on  
Joseph J. Kowalczyk  
and after due and diligent efforts, was unable to effect service.

Attempts: The following is a list of the attempts made to effect service:

Dates/Time/Address Attempted:	<u>455 Kirk Street, Houtzale, PA 16651</u>	<u>11/20/08</u>	<u>7:16 PM</u>
Reason for Non-Service:	<u>NO ANSWER</u>		
Dates/Time/Address Attempted:		<u>12/02/08</u>	<u>4:30 PM</u>
Reason for Non-Service:	<u>NO ANSWER</u>		
Dates/Time/Address Attempted:		<u>12/04/08</u>	<u>9:18 AM</u>
Reason for Non-Service:	<u>NO ANSWER</u>		

☐ Based upon the above stated facts, Affiant believes the defendant is avoiding service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

Subscribed and sworn to before me this

4<sup>th</sup> day of December, 2008

D.M. Ellis  
Signature of Server

Marilyn A. Campbell  
Notary Public (Commission Expires)

APS International, Ltd.

12-6-11

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marilyn A. Campbell, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec. 8, 2011  
Member, Pennsylvania Association of Notaries

EXHIBIT A

Lawrence Federal Credit Union, et. al., Plaintiff(s)  
vs.  
Joseph J. Kowalczyk, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Road  
Minneapolis, MN 55439-3122

APS File #: 093392-0002

### AFFIDAVIT OF DUE AND DILIGENT ATTEMPT

UDKEN LAW OFFICES  
Ms. Danielle Devlin  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

Customer File: 03020223

Service of Process on:

--Joseph J. Kowalczyk  
Court Case No. 08-528-CD

State of: PA ) ss.

County of: BLAIR )

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says  
that at all times mentioned herein, s/he was of legal age and was not a party to this action:

Documents Served: the undersigned attempted to serve the documents described as:  
Notice of Sheriff's Sale of Real Property

Service of Process on: The undersigned attempted to serve the documents on  
Joseph J. Kowalczyk  
and after due and diligent efforts, was unable to effect service.

Attempts: The following is a list of the attempts made to effect service:

Dates/Time/Address Attempted: 1060 Spring Street, Houtzdale, PA 16651 11/20/08 6:57 PM  
Reason for Non-Service: NO SERVICE ANSWER

Dates/Time/Address Attempted: 12/02/08 4:11 PM  
Reason for Non-Service: NO ANSWER

Dates/Time/Address Attempted: 12/04/08 9:10 AM  
Reason for Non-Service: NO ANSWER Neighbor 1062 said

Kowalczyk moved to Blair PA

☐ Based upon the above stated facts, Affiant believes the defendant is avoiding service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

D.M. Ellis  
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

4th day of December, 2008

Marilyn A. Campbell  
Notary Public (Commission Expires)

12-6-11

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Marilyn A. Campbell, Notary Public  
City of Albion, Blair County  
My Commission Expires Dec. 6, 2011  
Member, Pennsylvania Association of Notaries

Exhibit B

Corning Federal, et al., Plaintiff(s)  
vs.  
Joseph J. Kowalkyk, et al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
1-800-328-7171

APS International Plaza  
7800 Glenroy Road  
Minneapolis, MN 55439-3122

APS File #: 093392-0003

### AFFIDAVIT OF DUE AND DILIGENT ATTEMPT

UDREN LAW OFFICES  
Ms. Danielle Devlin  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

Customer File: 08020223

Service of Process on:

--Michelle L. Reese  
Court Case No. 08-528-CID

State of: PA ss.

County of: BLAIR

Name of Server: D. M. ELLIS, undersigned, being duly sworn, deposes and says  
that at all times mentioned herein, she was of legal age and was not a party to this action;

Documents Served: the undersigned attempted to serve the documents described as:  
Notice of Sheriff's Sale of Real Property

Service of Process on: The undersigned attempted to serve the documents on  
Michelle L. Reese  
and after due and diligent efforts, was unable to effect service.

Attempts: The following is a list of the attempts made to effect service:

Dates/Time/Address Attempted:	233 Dorthia Street, Houtzale, PA 16651	11/20/08	6:48 PM
Reason for Non-Service:	* DORTHEA ST.	NO ANSWER	
Dates/Time/Address Attempted:		12/02/08	4:20 PM
Reason for Non-Service:		NO ANSWER	
Dates/Time/Address Attempted:		12/04/08	9:02 AM
Reason for Non-Service:		NO ANSWER	

☐ Based upon the above stated facts, Affiant believes the defendant is avoiding service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

Subscribed and sworn to before me this

4th day of December, 2008

D. M. Ellis  
Signature of Server

Marilyn A. Campbell  
Notary Public (Commission Expires)

APS International, Ltd.

12-6-11

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

EXHIBIT C

## **PLAYERS NATIONAL LOCATOR**

### **AFFIDAVIT OF GOOD FAITH INVESTIGATION**

**Loan Number:** 08020223

**Attorney Firm:** Mark J Udren & Associates

**Case Number:**

**Subject:** Michelle L Reese

**A.K.A:** Michelle Reese, Michelle L Moskol

**New Address:** 233 Dorthea Street

Houtzdale, PA 16651

**Property Address:** 455 Kirk Street

Houtzsale, PA 16651

**Last Known Address:** 1060 Spring Street

Houtzsale, PA 16651

Brandi Gray, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On December 8, 2008 I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

#### **CREDIT INFORMATION**

**A. SOCIAL SECURITY NUMBER(S):** 162-64-xxxx

**B. EMPLOYMENT SEARCH:**

We were unable to verify current employment for Michelle L Reese.

**C. INQUIRY OF CREDITORS:**

Creditors indicated the last reported address for Michelle L Reese is 233 Dorthea Street, Houtzdale, PA 16651 with a home number of (814)378-6164.

#### **INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH:**

The home number for Michelle L Reese is (814)378-6164, registered to 233 Dorthea Street, Houtzdale, PA 16651. We called the home number and spoke with a relative who stated Michelle L Reese is living at 233 Dorthea Street, Houtzdale, PA 16651.

#### **INQUIRY OF NEIGHBORS**

We were unable to contact any neighbors to confirm any other information for Michelle L Reese.

#### **INQUIRY OF POST OFFICE**

**EXHIBIT D**

**A. NATIONAL ADDRESS UPDATE:**

As of December 8, 2008 the National Change of Address (NCOA) has no change for Michelle L Reese from 233 Dorthea Street, Houtzdale, PA 16651.

**MOTOR VEHICLE REGISTRATION**

**A. MOTOR VEHICLE & DMV OFFICE:**

We were unable to verify current drivers license information for Michelle L Reese.

**OTHER INQUIRIES**

**A. DEATH RECORDS:**

As of December 8, 2008 the Social Security Administration has no death record on file for Michelle L Reese and/or A.K.A.s under the social security number(s) provided.

**B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):**

None Found.

**C. COUNTY VOTER REGISTRATION:**

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

**ADDITIONAL INFORMATION ON SUBJECT**

**A. DATE OF BIRTH:**

Michelle - March 1978

*Brandi Gray*

AFFIANT Brandi Gray

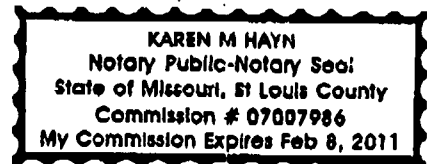
Subscribed and sworn to before me on December 8, 2008

*[Signature]*

NOTARY PUBLIC

Players National Locator, 14444 Manchester Road, Manchester, MO 63011

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



## **PLAYERS NATIONAL LOCATOR**

### **AFFIDAVIT OF GOOD FAITH INVESTIGATION**

---

**Loan Number:** 08020223

**Attorney Firm:** Mark J Udren & Associates

**Case Number:**

**Subject:** Joseph J Kowalczyk

**A.K.A:** Joseph Kowalczyk

**Property Address:** 455 Kirk Street

Houtzsale, PA 16651

**Last Known Address:** 1060 Spring Street

Houtzsale, PA 16651

Brandi Gray, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On December 8, 2008 I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

#### **CREDIT INFORMATION**

A. SOCIAL SECURITY NUMBER(S): 204-66-xxxx

B. EMPLOYMENT SEARCH:

We were unable to verify current employment for Joseph J Kowalczyk.

C. INQUIRY OF CREDITORS:

Creditors indicated the last reported address for Joseph J Kowalczyk is 455 Kirk Street, Houtzsale, PA 16651 with no valid home number.

#### **INQUIRY OF TELEPHONE COMPANY**

A. DIRECTORY ASSISTANCE SEARCH:

Directory assistance had no listing for Joseph J Kowalczyk. We called (814) 378-6164 and spoke with a relative who stated Joseph J Kowalczyk is living at 455 Kirk Street, Houtzsale, PA 16651.

#### **INQUIRY OF NEIGHBORS**

We were unable to contact any neighbors to confirm any other information for Joseph J Kowalczyk.

#### **INQUIRY OF POST OFFICE**

A. NATIONAL ADDRESS UPDATE:

As of December 8, 2008 the National Change of Address (NCOA) has no change for Joseph

J Kowalczyk from 455 Kirk Street, Houtzsale, PA 16651.

**MOTOR VEHICLE REGISTRATION**

**A. MOTOR VEHICLE & DMV OFFICE:**

We were unable to verify current drivers license information for Joseph J Kowalczyk.

**OTHER INQUIRIES**

**A. DEATH RECORDS:**

As of December 8, 2008 the Social Security Administration has no death record on file for Joseph J Kowalczyk and/or A.K.A.s under the social security number(s) provided.

**B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):**

None Found.

**C. COUNTY VOTER REGISTRATION:**

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

**ADDITIONAL INFORMATION ON SUBJECT**

**A. DATE OF BIRTH:**

Joseph - September 1972

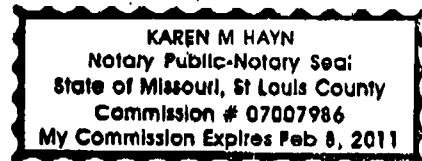
*Brandi Gray*

AFFIANT Brandi Gray

Subscribed and sworn to before me on December 8, 2008

*[Signature]*

NOTARY PUBLIC



Players National Locator, 14444 Manchester Road, Manchester, MO 63011

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

VERIFICATION

The undersigned hereby states that he/she is the Attorney for the Plaintiff in this action, that he/she is authorized to make this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his/her knowledge, information and belief.

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

Date: December 9, 2008

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

—LOUIS A. SIMONI, ESQUIRE



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400, pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

CERTIFICATE OF SERVICE

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

      x       Regular First Class Mail  
                     Certified Mail  
                     Other

Date Served: December 9, 2008

TO: Joseph J. Kowalczyk  
455 Kirk Street, Houtzdale, PA 16651  
P.O. Box 352, Houtzdale, PA 16651  
1060 Spring Street, Houtzdale, PA 16651

Michelle L. Reese  
455 Kirk Street, Houtzdale, PA 16651  
P.O. Box 352, Houtzdale, PA 16651  
233 Dorthea Street, Houtzdale, PA 16651  
1060 Spring Street, Houtzdale, PA 16651

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

LA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalcyk  
Michelle L. Reese  
Defendant(s)

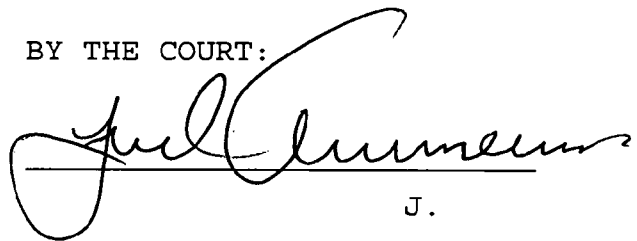
COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

O R D E R

AND NOW, this 11<sup>th</sup> day of December, 2008, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sale and all subsequent pleadings on Defendant(s), Joseph J. Kowalcyk and Michelle L. Reese, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Joseph J. Kowalcyk P.O. Box 352, Houtzdale, PA 16651 and 1060 Spring Street, Houtzdale, PA 16651 and Michelle L. Reese at P.O. Box 352, Houtzdale, PA 16651; 1060 Spring Street, Houtzdale, PA 16651 and 233 Dortha Street, Houtzdale, PA 16651 and by posting the mortgaged premises located at 455 Kirk Street, Houtzdale, PA 16651.

BY THE COURT:

  
J.

FILED 1cc  
014:00/61  
DEC 11 2008  
Atty Simon  
William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

v.  
Joseph J. Kowalczyk  
Michelle L. Reese  
455 Kirk Street  
Houtzdale, PA 16651

Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

5 FILED No CC.  
m/11:50am  
JAN 23 2009  
William A. Shaw  
(157)

Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to  
the captioned matter.

Date: January 16, 2009

UDREN LAW OFFICES, P.C.

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

Corning Federal Credit Union, et. al., Plaintiff(s)  
vs.  
Joseph J. Kowalczyk, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Rd.  
Minneapolis, MN 55439-3122

APS File #: 093392-0004

### AFFIDAVIT OF SERVICE -- Individual

Service of Process on:

--Joseph J. Kowalczyk, by posting  
Court Case No. 08-528-CD

UDREN LAW OFFICES  
Ms. Danielle Devlin  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says  
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 16<sup>th</sup> day of DECEMBER, 20 08, at 9:27 o'clock AM

Place of Service: at 455 Kirk Street, in Houtzdale  
Houtzdale PA 16651

Documents Served: the undersigned served the documents described as:  
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:  
Joseph J. Kowalczyk, by posting

Person Served, and  
Method of Service: ☐ By personally delivering them into the hands of the person to be served.  
☐ By delivering them into the hands of \_\_\_\_\_, a person  
of suitable age, who verified, or who upon questioning stated, that he/she resides with  
☒ Joseph J. Kowalczyk, by posting  
at the place of service, and whose relationship to the person is: \_\_\_\_\_

Description of Person  
Receiving Documents: The person receiving documents is described as follows:  
Sex \_\_\_\_; Skin Color \_\_\_\_; Hair Color \_\_\_\_; Facial Hair \_\_\_\_  
Approx. Age \_\_\_\_; Approx. Height \_\_\_\_; Approx. Weight \_\_\_\_  
☐ To the best of my knowledge and belief, said person was not engaged in the US Military at  
the time of service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

D.M. ELLIS  
DMEllis  
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

17<sup>th</sup> day of December, 20 08

Marilyn A. Campbell  
Notary Public (Commission Expires)

12-6-11

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

Corning Federal Credit Union, et. al., Plaintiff(s)  
vs.  
Joseph J. Kowalczyk, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Rd.  
Minneapolis, MN 55439-3122

APS File #: 093392-0004

### AFFIDAVIT OF SERVICE -- Individual

UDREN LAW OFFICES  
Ms. Danielle Devlin  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

Service of Process on:

--Michelle L. Reese, by posting  
Court Case No. 08-528-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says  
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 16<sup>th</sup> day of DECEMBER, 20 08, at 9:27 o'clock A M

Place of Service: at 455 Kirk Street, in Houtzdale, Houtzdale, PA 16651

Documents Served: the undersigned served the documents described as:  
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:  
Michelle L. Reese, by posting

Person Served, and  
Method of Service:

- ☐ By personally delivering them into the hands of the person to be served.  
☐ By delivering them into the hands of \_\_\_\_\_, a person  
of suitable age, who verified, or who upon questioning stated, that he/she resides with  
☒ Michelle L. Reese, by posting  
at the place of service, and whose relationship to the person is: \_\_\_\_\_

Description of Person  
Receiving Documents: The person receiving documents is described as follows:  
Sex \_\_\_\_; Skin Color \_\_\_\_; Hair Color \_\_\_\_; Facial Hair \_\_\_\_  
Approx. Age \_\_\_\_; Approx. Height \_\_\_\_; Approx. Weight \_\_\_\_  
☐ To the best of my knowledge and belief, said person was not engaged in the US Military at  
the time of service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

D.M. ELLIS  
DM Ellis

Signature of Server

**APS International, Ltd.**

Subscribed and sworn to before me this

17<sup>th</sup> day of December, 20 08

Marilyn A. Campbell  
Notary Public (Commission Expires)

12-6-11

COMMONWEALTH OF PENNSYLVANIA

Notary Seal

Marilyn A. Campbell, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec. 6, 2011

Member, Pennsylvania Association of Notaries

**FILED**

**JAN 23 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400 [pleadings@udren.com](mailto:pleadings@udren.com)

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
455 Kirk Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

5 FILED NOCC  
12/11:50 am  
JAN 23 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

DATE MAILED: 12/15/08

Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

P.O. Box 352  
Houtzdale, PA 16651

Michelle L. Reese  
1060 Spring Street  
Houtzdale, PA 16651

P.O. Box 352  
Houtzdale, PA 16651

233 Dorthea Street  
Houtzdale, PA 16651

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

Dated: January 16, 2009

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE





WD

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

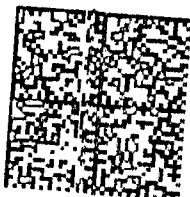
TO: Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651

**NOTICE OF SHERIFF'S SALE**



6122 9810 1000 054E 9002  
6122 9810 1000 054E 9002

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
080032281 Kowalczyk	
Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To	
Street, Apt. No., or PO Box No.	Joseph J. Kowalczyk P.O. Box 352
City, State, ZIP+4	Houtzdale, PA 16651
PS Form 3800, August 2006	
See Reverse for Instructions	



Hasler

016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

# **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®
- Certified Mail is *not* available for any class of International mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Joseph J. Kowalczyk P.O. Box 352 Houtzdale, PA 16651</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/></p>	
<p>2. Article Number (Transfer from service label)</p> <p>7006 3450 0001 0186 3219</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			

120

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

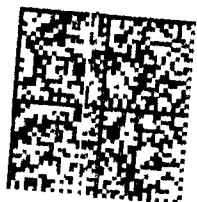
TO: Michelle L. Reese  
P.O. Box 352  
Houtzdale, PA 16651

NOTICE OF SHERIFF'S SALE OF 1



96TE 98TD T000 054E 9002  
96TE 98TD T000 054E 9002

U.S. Postal Service™	
<b>CERTIFIED MAIL™ RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
080R E003-K1 USE	
Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To	
Street, Apt. No., or PO Box No.	Michelle L. Reese P.O. Box 352
City, State, ZIP+4	Houtzdale, PA 16651
PS Form 3800, August 2006	
See Reverse for Instructions	



Hasler

016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

### SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Michelle L. Reese  
P.O. Box 352  
Houtzdale, PA 16651

### COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Insured Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number

(Transfer from service label)

7006 3450 0001 0186 3196

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

### SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

### COMPLETE THIS SECTION ON DELIVERY

A. Signature <b>X</b>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No		

3. Service Type	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes
-------------------------------------	------------------------------

2. Article Number  
(Transfer from service label)

7006 3450 0001 0186 3202

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

TO: Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

**NOTICE OF SHERIFF'S SALE OF**



2026 9810 1000 054E 900L  
2026 9810 1000 054E 900L

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

08020223-Kowalczyk

Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

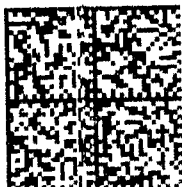
Postmark  
Here

**Sent To**

Joseph J. Kowalczyk  
Street, Apt. No.,  
or PO Box No. 1060 Spring Street  
City, State, ZIP+4 Houtzdale, PA 16651

PS Form 3800, August 2006

See Reverse for Instructions



Hasler

016H26519216  
\$05.320  
Mailed From 08003  
12/15/2008  
US POSTAGE

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

### SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Michelle L. Reese  
1060 Spring Street  
Houtzdale, PA 16651

### COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

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

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7006 3450 0001 0106 3349

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



12/15

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

TO: Michelle L. Reese  
1060 Spring Street  
Houtzdale, PA 16651

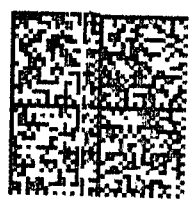
**NOTICE OF SHERIFF'S SALE**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



64EE 98TD 1000 054E 9002  
64EE 98TD 1000 054E 9002

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<i>0802061681K6WJAE</i>	
Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To	
Street, Apt. No., or PO Box No.	Michelle L. Reese
City, State, ZIP+4	1060 Spring Street Houtzdale, PA 16651
PS Form 3800, August 2006	
See Reverse for Instructions	



Hasler

016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

12

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

TO: Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Your house / mail address

**NOTICE OF SHERIFF'S SALE**



922E 9870 1000 054E 9002  
922E 9870 1000 054E 9002

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
080207281401015E	
Postage \$	
Certified Fee	2.20
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Sent To	
Michelle L. Reese	
233 Dorthia Street	
Houtzdale, PA 16651	
PS Form 3800, August 2006	
See Reverse for Instructions	



Hasler

016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

### SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

### COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

2. Article Number  
(Transfer from service label)

7006 3450 0001 0186 3226

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

O R D E R

AND NOW, this 11<sup>th</sup> day of December, 2008, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sale and all subsequent pleadings on Defendant(s), Joseph J. Kowalczyk and Michelle L. Reese, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Joseph J. Kowalczyk P.O. Box 352, Houtzdale, PA 16651 and 1060 Spring Street, Houtzdale, PA 16651 and Michelle L. Reese at P.O. Box 352, Houtzdale, PA 16651; 1060 Spring Street, Houtzdale, PA 16651 and 233 Dorthea Street, Houtzdale, PA 16651 and by posting the mortgaged premises located at 455 Kirk Street, Houtzdale, PA 16651.

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

DEC 11 2008

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

FILED  
JAN 29 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Joseph J. Kowalczyk  
Michelle L. Reese  
455 Kirk Street  
Houtzdale, PA 16651  
P.O. Box 352  
Houtzdale, PA 16651  
233 Dorthia Street  
Houtzdale, PA 16651  
Defendant(s)

NO. 08-528-CD

**AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1**

Plaintiff, by its/his/her Attorney hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praeipce for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: January 20, 2009

UDREN LAW OFFICES, P.C.

BY: *Chandra Arkema*  
ATTORNEYS FOR PLAINTIFF  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

Corning Federal Credit Union, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 455 Kirk Street, Houtzdale, PA 16651

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

Name

Address

Joseph J. Kowalczyk

455 Kirk Street  
Houtzdale, PA 16651

P.O. Box 352  
Houtzdale, PA 16651

1060 Spring Street  
Houtzdale, PA 16651

Michelle L. Reese

233 Dorthia Street  
Houtzdale, PA 16651

P.O. Box 352  
Houtzdale, PA 16651

1060 Spring Street  
Houtzdale, PA 16651

455 Kirk Street  
Houtzdale, PA 16651

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

Name

Address

SAME AS #1 ABOVE

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

Name Address

None

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

Name Address

Corning Federal Credit Union One Credit Union Plaza  
Corning, NY 14830

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

Name Address

None

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

Name Address

Real Estate Tax Dept. 1 North Second St., Suite 116  
Clearfield, PA 16830

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

Commonwealth of PA, Bureau of Compliance, PO Box 281230  
Department of Revenue Harrisburg, PA 17128-1230

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

Name Address

Tenants/Occupants 455 Kirk Street  
Houtzdale, PA 16651

Frederick M. Neiswander, Esq. 211 1/2 North Second Street  
Clearfield, PA 16830

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

DATED: January 22, 2009

UDREN LAW OFFICES, P.C.

BY   
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY**

**OWNER(S): Joseph J. Kowalczyk  
Michelle L. Reese**

**PROPERTY: 455 Kirk Street  
Houtzdale, PA 16651**

**Improvements: RESIDENTIAL DWELLING**

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on Feb. 6, 2009, at 10:00 A.M., at the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

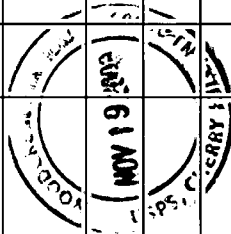
A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

**EXHIBIT A**



Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003		ATTN: Danielle Devlin		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number	Name of Addressee, Street, and Post Office Address				Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender if COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1		COMMONWEALTH OF PA, DEPT. OF REVENUE, BUREAU OF COMPLIANCE PO Box 281230, Department of Revenue Harrisburg, PA 17128-1230														
2		TENANTS/OCCUPANTS 455 Kirk Street Houtzdale, PA 16651														
3		Corning Federal Credit Union One Credit Union Plaza Corning, NY 14830														
4		Real Estate Tax Dept. 1 North Second St., Suite 116 Clearfield, PA 16830														
5		Domestic Relations Section 1 North Second St., Suite 116 Clearfield, PA 16830														
6		Frederick M. Neiswander, Esq. 211 1/2 North Second Street Clearfield, PA 16830														
7																
8																
9																
10																
Total number of Pieces Listed by Sender		6		Total Number of Pieces Received at Post Office		6		Postmaster, Per (Name of Re)								

016H26519216 \$03.80 11/19/2008 Mailed From 08003 US POSTAGE Hasler



full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.

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

PS Form 3877, February 1994

Joseph J. Kowalczyk  
Michelle L. Reese; #08020223 (Clearfield)

EXHIBIT A

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com).

080 551 231 AKBW BJK

Postage	\$	2.70	Postmark Here
Certified Fee		2.70	
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$		

Sent To  
 Frederick M. Neiswander, Esq.  
 Street Apt. No., or PO Box No. 211 1/2 N. Second St  
 City, State Zip+4 Clearfield, PA 16830

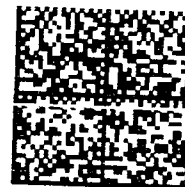
PS Form 3800, August 2005 See Reverse for Instructions

95EE 98TO T000 054E 900L  
 95EE 98TO T000 054E 900L

W OFFICES, P.C.  
 CORPORATE CENTER  
 DDCREST ROAD  
 HILL, NJ 08003



**CERTIFIED MAIL<sup>TM</sup>**  
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



Hasler

016H26519216  
**\$05.320**  
 11/19/2008  
 Mailed From 08003  
**US POSTAGE**

Frederick M. Neiswander, Esq.  
 211 1/2 North Second Street  
 Clearfield, PA 16830

**EXHIBIT A**

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Frederick M. Miswander,  
Esquire  
21 1/2 W. Second St.  
Clearfield, PA 16830

2. Article Number

(Transfer from service label)

7006 3450 0001 0186 3356

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

EXHIBIT A

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
455 Kirk Street  
Houtzdale, PA 16651  
Defendant(s)

NO. 08-528-CD

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

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

DATE MAILED: 12/15/08

Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

P.O. Box 352  
Houtzdale, PA 16651

Michelle L. Reese  
1060 Spring Street  
Houtzdale, PA 16651

P.O. Box 352  
Houtzdale, PA 16651

233 Dorthea Street  
Houtzdale, PA 16651

EXHIBIT B

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

Dated: January 16, 2009

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LCRRRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

O R D E R

AND NOW, this 11<sup>th</sup> day of December, 2008, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Notice of Sale and all subsequent pleadings on Defendant(s), Joseph J. Kowalczyk and Michelle L. Reese, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Notice of Sale and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Joseph J. Kowalczyk P.O. Box 352, Houtzdale, PA 16651 and 1060 Spring Street, Houtzdale, PA 16651 and Michelle L. Reese at P.O. Box 352, Houtzdale, PA 16651; 1060 Spring Street, Houtzdale, PA 16651 and 233 Dorthea Street, Houtzdale, PA 16651 and by posting the mortgaged premises located at 455 Kirk Street, Houtzdale, PA 16651.

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

DEC 11 2008

Attest.

EXHIBIT B  
Prothonotary/  
Clerk of Courts

PD

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

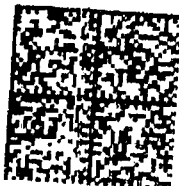
TO: Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651

**NOTICE OF SHERIFF'S SALE**



612E 9810 1000 054E 9002  
612E 9810 1000 054E 9002

U.S. Postal Service	
<b>CERTIFIED MAIL RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To	
Street, Apt. No., or PO Box No.	Joseph J. Kowalczyk
City, State, ZIP+4	P.O. Box 352 Houtzdale, PA 16651
PS Form 3800, August 2006	
See Reverse for Instructions	



Hasler

016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

EXHIBIT B

# EXHIBIT B

## Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of International mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Joseph J. Kowalczyk P.O. Box 352 Houtzdale, PA 16651</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee <input type="checkbox"/></p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label) 7006 3450 0001 0186 3219</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>	



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

TO: Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

**NOTICE OF SHERIFF'S SALE OF**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.  
**CERTIFIED MAIL**



202E 9810 1000 054E 900L  
202E 9810 1000 054E 900L

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

080 FEB 16 2008 KALAWA USE

Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent To  
Joseph J. Kowalczyk  
Street, Apt. No.,  
or PO Box No. 1060 Spring Street  
City, State, ZIP+4 Houtzdale, PA 16651

PS Form 3800, August 2005

See Reverse for Instructions



Hasler

016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

EXHIBIT B

# EXHIBIT B

## Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Joseph J. Kowalczyk 1060 Spring Street Houtzdale, PA 16651</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee <input type="checkbox"/></p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7006 3450 0001 0146 3202</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p> <p>Domestic Return Receipt</p> <p>102595-02-44-1540</p>			

18

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

TO: Michelle L. Reese  
P.O. Box 352  
Houtzdale, PA 16651

**NOTICE OF SHERIFF'S SALE OF**



95TE 98TD 1000 054E 9002  
95TE 98TD 1000 054E 9002

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

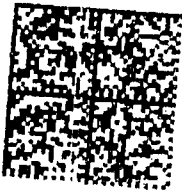
**ORIGINAL USE**

Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.00
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To  
Street, Apt. No.,  
or PO Box No. Michelle L. Reese  
City, State, ZIP+4 P.O. Box 352  
Houtzdale, PA 16651

US Form 3800 August 2005



Hasler

016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

EXHIBIT B

# CERTIFIED MAIL

## **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
 PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to:  Michelle L. Reese P.O. Box 352 Houtzdale, PA 16651		A. Signature X	B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:
2. Article Number (Transfer from service label) PS Form 3811, February 2004		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		5. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
6. Article Number (Transfer from service label) PS Form 3811, February 2004		7. Article Number (Transfer from service label) PS Form 3811, February 2004	

102595-02-M-1540

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

TO: Michelle L. Reese  
1060 Spring Street  
Houtzdale, PA 16651

**NOTICE OF SHERIFF'S SALE**



64EE 98TD T000 054E 9002  
64EE 98TD T000 054E 9002

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

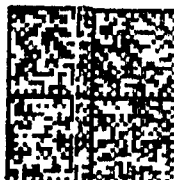
Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

Michelle L. Reese  
1060 Spring Street  
Houtzdale, PA 16651

PS Form 3800, August 2006

See Reverse for Instructions



Hasler

016H26519216  
\$05.320  
72/15/2008  
Mailed From 08003  
US POSTAGE

EXHIBIT B

EXHIBIT B

# **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Michelle L. Reese 1060 Spring Street Houtzdale, PA 16651</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7006 3450 0001 0186 3349</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			

922E	98TD	T000	054E	9002
922E	98TD	T000	054E	9002

\_\_\_\_\_



016H26519216  
\$05.320  
12/15/2008  
Mailed From 08003  
US POSTAGE

**TO:** Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

# EXHIBIT B

## Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2008 (Reverse) PSN 7530-02-000-9047

### SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Michelle L. Reese  
233 Dorthea Street  
Houtzdale, PA 16651

### COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Return Receipt for Merchandise ☐ Registered ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number  
(Transfer from service label)

7006 3450 0001 0186 3226

PS Form 3811, February 2004

Domestic Return Receipt

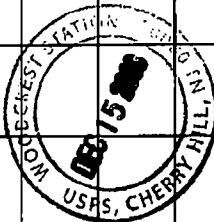
102595-02-M-1540



Name and Address of Sender			UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Danielle Devlin			Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Acq. Value (if Regis.)	Insured Value	Due Sender if COD	R.R. Fee	S.D. Fee	S.H. Fee	Rsl. Del. Fee	Remarks			
1		Joseph J. Kowalczyk P.O. Box 352 Houtzdale, PA 16651	016H26519216	\$03.400												
2		Joseph J. Kowalczyk 1060 Spring Street Houtzdale, PA 16651														
3		Michelle L. Reese P.O. Box 352 Houtzdale, PA 16651														
4		Michelle L. Reese 1060 Spring Street Houtzdale, PA 16651														
5		Michelle L. Reese 233 Dorthea Street Houtzdale, PA 16651														
6																
7																
8																
9																
10																
Total number of Pieces Listed by Sender			5		Total Number of Pieces Received at Post Office		5		Postmaster, Per (Name of)		dk					

016H26519216  
\$03.400  
12/15/2008  
Mailed From 08003  
US POSTAGE

Hasler



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R800, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.

PS Form 3877, February 1994

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

Joseph J. Kowalczyk  
Michelle L. Reese; #08020223 (Clearfield)

W OFFICES, P.O.  
CORPORATE CENTER  
DOCREST ROAD  
HILL, NJ 08003

U.S. Postal Service <sup>TM</sup>

CERTIFIED MAIL <sup>TM</sup> RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

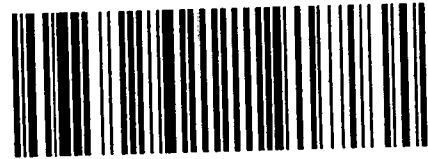
Postmark  
Here

Sent To  
Joseph J. Kowalczyk  
c/o Frederick M. Neiswander, Esquire  
211 1/2 North Second Street  
Clearfield, PA 16830

PS Form 3800, August 2006 See Reverse for Instructions

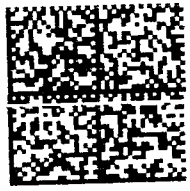
\$	0.70
\$	2.20
\$	
\$	
\$	

990E 98TD 1000 054E 9002  
990E 98TD 1000 054E 9002



CERTIFIED MAIL <sup>TM</sup>  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

TO: Joseph J. Kowalczyk  
c/o Frederick M. Neiswander, Esq.  
211 1/2 North Second Street  
Clearfield, PA 16830



Hasler  
016H26519216  
\$05.320  
11/19/2008  
Mailed From 08003  
US POSTAGE

EXHIBIT B

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2008 (Revised) PSN 7530-02-000-9047

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Joseph J. Kowalczyk  
c/o Frederick M. Neiswander, Esquire  
211 1/2 North Second Street  
Clearfield, PA 16830

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)


☐ Yes

7006 3450 0001 0186 3066

Domestic Return Receipt

102595-02-M-1540

Name and Address Of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Danielle Devlin		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt				
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks	
1		Joseph J. Kowalczyk c/o Frederick M. Neiswander, Esquire 211 1/2 North Second Street Clearfield, PA 16830	016H26519216	\$01.10 <sup>00</sup>										
2														
3														
4														
5														
6														
7														
8														
9														
10														
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Rec)										



All declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece except to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual 3, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.

PS Form 3877, February 1994

Form Must be

er, Ink or Ball Point Pen

Joseph J. Kowalczyk  
Michelle L. Reese; #08020223 (Clearfield)

EXHIBIT B

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

v.  
Joseph J. Kowalczyk  
Michelle L. Reese  
455 Kirk Street  
Houtzdale, PA 16651  
Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to  
the captioned matter.

Date: January 16, 2009

UDREN LAW OFFICES, P.C.

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

EXHIBIT B

Corning Federal Credit Union, et. al., Plaintiff(s)  
vs.  
Joseph J. Kowalczyk, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Rd.  
Minneapolis, MN 55439-3122

APS File #: 093392-0004

### AFFIDAVIT OF SERVICE -- Individual

Service of Process on:

--Joseph J. Kowalczyk, by posting  
Court Case No. 08-528-CD

UDREN LAW OFFICES  
Ms. Danielle Devlin  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says  
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 16<sup>th</sup> day of DECEMBER, 20 08, at 9:27 o'clock AM

Place of Service: at 455 Kirk Street, in Houtzdale, PA 16651

Documents Served: the undersigned served the documents described as:  
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:  
Joseph J. Kowalczyk, by posting

Person Served, and  
Method of Service:

- ☐ By personally delivering them into the hands of the person to be served.  
☐ By delivering them into the hands of \_\_\_\_\_, a person  
of suitable age, who verified, or who upon questioning stated, that he/she resides with  
☒ Joseph J. Kowalczyk, by posting

at the place of service, and whose relationship to the person is: \_\_\_\_\_

Description of Person  
Receiving Documents: The person receiving documents is described as follows:

Sex \_\_\_\_; Skin Color \_\_\_\_; Hair Color \_\_\_\_; Facial Hair \_\_\_\_  
Approx. Age \_\_\_\_; Approx. Height \_\_\_\_; Approx. Weight \_\_\_\_

☐ To the best of my knowledge and belief, said person was not engaged in the US Military at  
the time of service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

D.M. ELLIS  
D.M. Ellis

Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

17<sup>th</sup> day of December, 20 08

Marilyn A. Campbell  
Notary Public (Commission Expires)

12-6-11

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Marilyn A. Campbell, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec. 6, 2011

Member, Pennsylvania Association of Notaries

EXHIBIT B

Corning Federal Credit Union, et. al., Plaintiff(s)  
vs.  
Joseph J. Kowalczyk, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Rd.  
Minneapolis, MN 55439-3122

APS File #: 093392-0004

### AFFIDAVIT OF SERVICE -- Individual

UDREN LAW OFFICES  
Ms. Danielle Devlin  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

Service of Process on:

--Michelle L. Reese, by posting  
Court Case No. 08-528-CD

State of: PA ) ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says  
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 16<sup>th</sup> day of DECEMBER, 20 08, at 9:27 o'clock A M

Place of Service: at 455 Kirk Street, in Hartzdale  
Hartsville, PA 16651

Documents Served: the undersigned served the documents described as:  
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:  
Michelle L. Reese, by posting

Person Served, and  
Method of Service:

- ☐ By personally delivering them into the hands of the person to be served:  
☐ By delivering them into the hands of \_\_\_\_\_, a person  
of suitable age, who verified, or who upon questioning stated, that he/she resides with  
☒ Michelle L. Reese, by posting  
at the place of service, and whose relationship to the person is: \_\_\_\_\_

Description of Person  
Receiving Documents: The person receiving documents is described as follows:  
Sex \_\_\_\_\_; Skin Color \_\_\_\_\_; Hair Color \_\_\_\_\_; Facial Hair \_\_\_\_\_  
Approx. Age \_\_\_\_\_; Approx. Height \_\_\_\_\_; Approx. Weight \_\_\_\_\_

☐ To the best of my knowledge and belief, said person was not engaged in the US Military at  
the time of service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

D.M. ELLIS  
D.M. Ellis  
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this  
17<sup>th</sup> day of December, 20 08  
Marilyn A. Campbell  
Notary Public (Commission Expires)

12-6-11

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Marilyn A. Campbell, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec. 6, 2011

Member, Pennsylvania Association of Notaries

UDREN LAW OFFICES, P.C.  
BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

FILED No  
0110:48801 CC  
MAR 25 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
(614)

**PLAINTIFF'S MOTION TO CORRECT TYPOGRAPHICAL ERROR**

Plaintiff, Corning Federal Credit Union, by its Counsel, Chandra M. Arkema, Esquire, moves this Honorable Court for an Order to correct a typographical error in the Deed, Mortgage, Complaint in Mortgage Foreclosure, Judgment Package, and Sheriff's Deed, to correct the legal description so that it reflects the proper county, and in support thereof avers the following:

1. Plaintiff is Corning Federal Credit Union (hereinafter referred to as "**Plaintiff**").

2. Defendants, Joseph J. Kowalczyk and Michelle L. Reese, (hereinafter referred to as "**Defendants**") were the previous owners of the real property located at 455 Kirk Street, (Woodward Township), Houtzdale, PA 16651, Clearfield County, Pennsylvania (the "**Property**").

3. Defendants purchased the Property on April 27, 2007, for \$62,000.00.

4. The Introductory Clause of the Deed executed on April 27, 2007, states correctly that the property is located in Clearfield County. However, a later reference in the Deed incorrectly refers to part of the property as being located in Centre County. A true and correct copy of the Deed is attached hereto as Exhibit "A".

5. Consequently, the Mortgage, executed on April 27, 2007, and recorded on May 17, 2007, as Instrument Number 200708093, incorporates the same error in the legal description. A true and correct copy of the Mortgage is attached hereto as Exhibit "B".



6. On October 1, 2007, Defendants defaulted on the terms of the Mortgage and corresponding Promissory Note for their failure to pay the installments of principal and interest when due.

7. As a result of the default, Plaintiff filed a Complaint in Mortgage Foreclosure on or about March 19, 2008.

8. Said Complaint was filed correctly in Clearfield County and referred to the property as being located in Clearfield County. However, it had attached to it the incorrect reference to Centre County in the legal description as was contained in the Mortgage. A true and correct copy of the Complaint is attached hereto as Exhibit "C".

9. Summary judgment was entered upon the docket on October 24, 2008, and the property was listed for the Clearfield County Sheriff's Sale scheduled for January 9, 2009 (hereinafter "Sale"); the Sale was then continued to February 6, 2009, upon Plaintiff's request. The judgment package submitted, which included the Notice of Sheriff's Sale, included the flawed legal description contained in the Deed, Mortgage, and Complaint. A true and correct copy of the Judgment Package is attached hereto as Exhibit "D".

10. The property reverted to the Attorney on the Writ of Execution acting on behalf of Plaintiff at the Sheriff's Sale of February 6, 2009.

11. To date, the Sheriff of Clearfield County, aware of the error, has not issued the Sheriff's Deed in favor of Plaintiff.

12. Plaintiff requests the legal description in the prior Deed, Mortgage, Complaint in Mortgage Foreclosure, Judgment, and Writ of Execution be corrected, and Sheriff's Deed to be issued, to reflect the proper legal description as follows:

**All that certain lot of piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:**

**BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a post; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid**

**BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Clearfield County, Pennsylvania.**

**BEING the same premises which Mike M. Warholc aka Michael Warholc, a widower acting by an through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31st day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Clearfield County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.**

**UNDER AND SUBJECT to all conditions, covenants and restrictions of record.**

13. The mistake in the legal description is clearly a typographical error. The tax parcel is correct throughout and the introductory paragraph of the legal description describes the correct county, Clearfield County. As such, no parties were misled by the typographical error.

**WHEREFORE**, for the foregoing reasons, Plaintiff respectfully requests the Court to grant its Motion to Correct Typographical Error to reflect the correct legal description of the foreclosed property, which is entirely in Clearfield County, Pennsylvania.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

By   
CHANDRA M. ARKEMA, ESQUIRE  
Attorney for Plaintiff/Movant

# **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

**\*RETURN DOCUMENT TO:**  
**DIVERSIFIED REAL ESTATE**

Instrument Number - 200708092  
Recorded On 5/17/2007 At 10:38:02 AM

\* Instrument Type - DEED

\* Total Pages - 4

Invoice Number - 167059

\* Grantor - SHIRLEY, MARSHALL J JR

\* Grantee - KOWALCYK, JOSEPH J

\* Customer - DIVERSIFIED REAL ESTATE

**\* FEES**

STATE TRANSFER TAX	\$620.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
MOSHANNON VALLEY	\$310.00
SCHOOLS REALTY TAX	
WOODWARD TOWNSHIP	\$310.00
TOTAL PAID	\$1,268.50

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



*Karen L. Starck*

**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: Diversified Real Estate  
Settlement Services, Inc.

RETURN TO:  
Diversified Real Estate  
Settlement Services  
100 W Main St  
Carnegie, PA 15106

CPN#: 130-M15-000-0043; 130-0-80905

Fee Simple Deed  
FILE NO: 2070635

***THIS INDENTURE made the 27th day of April, 2007.***

***BETWEEN*** Marshall J. Shirley Jr. and Celestina L. M. Shirley, husband and wife  
(hereinafter called the Grantor) party of the first part,

**AND**

Joseph J. Kowalczyk and Michelle L. Reese (hereinafter called the Grantee(s) parties of the second  
part,

***WITNESSETH*** that the said Grantor for and in consideration of the sum of

**Sixty Two Thousand dollars and Zero cents  
(\$62,000.00)**

lawful money of the United States of America unto him/her/them well and truly paid by the said  
Grantee(s), at or before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell,  
release and confirm unto the said Grantee(s), their heirs and assigns,

All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of  
Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

**BEGINNING** at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet  
distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64  
minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred  
(100) feet to a post; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and  
thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as  
the southerly half of Lots 173, 174 in Woodward Village aforesaid

**BEING** designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre  
County, Pennsylvania.

**BEING** the same premises which Mike M. Warholc aka Michael Warholc, a widower acting by and through  
his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed  
dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County,  
Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and  
Celestina Shirley, husband and wife.

**UNDER AND SUBJECT** to all conditions, covenants and restrictions as of record.


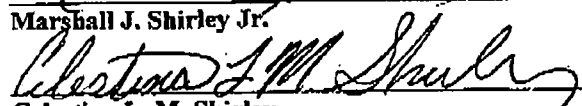
**TOGETHER** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any way appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

**TO HAVE AND TO HOLD** the said lot or piece of ground described herein with the buildings and improvements thereon erected, the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

**AND** the said Grantor, his/her/their successors or assigns do covenant, promise and agree, to and with the said Grantees, their heirs and assigns by these presents, that the said Grantor, his/her/their successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantor, his/her/their successors and assigns against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them, or any of them, shall and will **GENERALLY WARRANT** and forever **DEFEND**.

**IN WITNESS WHEREOF**, the said party(ies) of the first part to these presents hereunder set their hand(s) and seal(s).

**SIGNED, SEALED AND DELIVERED**  
**IN THE PRESENCE OF US:**

  
Marshall J. Shirley Jr.  
  
Celestina L. M. Shirley

**COMMONWEALTH OF PENNSYLVANIA**

**SS:**

**COUNTY OF Clearfield**

On this, the 21<sup>st</sup> day of April, 2007, before me, a Notary Public, the undersigned officer personally appeared Marshall J. Shirley Jr. and Celestina L. M. Shirley, husband and wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they/he/she executed the same for the purposes therein contained, and desired the same might be recorded as such.

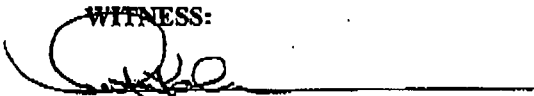
**IN WITNESS THEREOF**, I have hereunto set my hand and official seal.

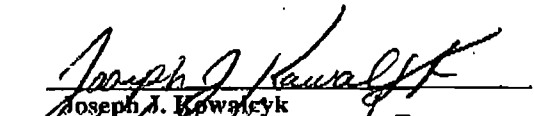
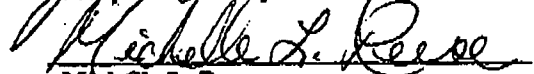
**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Albert W. Kolan, Notary Public  
Farmington Twp., Clarion County  
My Commission Expires Feb. 2, 2008  
Member, Pennsylvania Association of Notaries

  
Notary Public

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCTOBER 10, P.L. 874, NO. 156 SECTION 1.

WITNESS:



  
Joseph J. Kowalczyk  
  
Michelle L. Reese

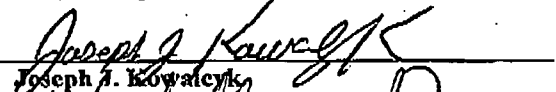
*Prepared by:*

Diversified Real Estate Settlement  
Services, Inc..  
100 West Main Street  
Carnegie, PA 15106

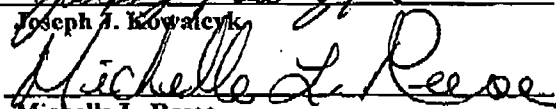
Certificate of Residence of the above-named  
grantee is:

455 Kirk Street  
Houtzdale, Pennsylvania 16651

By:

  
Joseph J. Kowalczyk

By:

  
Michelle L. Reese

## **EXHIBIT B**



# 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

**\*RETURN DOCUMENT TO:**  
**DIVERSIFIED REAL ESTATE**

Instrument Number - 200708093

Recorded On 5/17/2007 At 10:38:03 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 12

Invoice Number - 167059

\* Mortgagor - KOWALCYK, JOSEPH J

\* Mortgagee - CORNING FEDERAL CREDIT UNION

\* Customer - DIVERSIFIED REAL ESTATE

**\* FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$27.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$42.50

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: Diversified Real Estate Settlement  
Services, Inc.

RETURN TO:  
Diversified Real Estate  
Settlement Services  
100 West Main Street  
Carnegie, PA 15106

CPN#: 130-M15-000-0043; Control # 130-0-80905

File No. 2070635

Tax ID No. 130-M15-000-0043; 130-0-80905

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 27th day of April, 2007, together with all Riders to this document.

(B) "Borrower" is Joseph J. Kowalczyk and Michelle L. Reese ("Borrower"). Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Corning Federal Credit Union which is organized and existing under the laws of The United States of America Lender's address is One Credit Union Plaza, P.O. Box 1450, Corning, New York, 14830-1050 Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 4/27/2007

The Note states that Borrower owes Lender Fifty Eight Thousand Nine Hundred dollars and Zero cents Dollars (U. S. \$58,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 5/1/2027.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider          | <input type="checkbox"/> Condominium Rider       | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> V.A. Rider             |
| <input type="checkbox"/> Balloon Rider                  | <input type="checkbox"/> Second Home Rider       | <input type="checkbox"/> Rate Improvement Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s)     |   |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, Pennsylvania:

All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

**BEGINNING** at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a post; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid

**BEING** designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre County, Pennsylvania.

**BEING** the same premises which Mike M. Warholc aka Michael Warholc, a widower acting by and through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

which currently has the address of 455 Kirk Street, Houtzdale, Pennsylvania 16651 ("Property Address");

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

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

the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

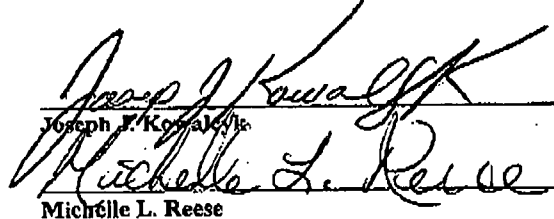
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witnesses:



Joseph J. Kowalczyk



Michelle L. Reese

#### Certificate of Residence

I do hereby certify that the correct address of the within-named Mortgagee is:

One Credit Union Plaza  
P.O. Box 1450  
Corning, New York 14830-1050

Agent of Mortgagee

#### COMMONWEALTH OF PENNSYLVANIA

SS:

Clearfield County

On this 27th day of April, 2007, before me, the undersigned officer, personally appeared Joseph J. Kowalczyk and Michelle L. Reese known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he /she/they executed the same for the purposes herein contained.

My Commission Expires: 2-2-08

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Albert W. Kolan, Notary Public  
Farmington Twp., Clarion County  
My Commission Expires Feb. 2, 2008  
Member, Pennsylvania Association of Notaries

## **EXHIBIT C**

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830

Plaintiff

v.

Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651  
and  
Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE

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

**AVISO**

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

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

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

## **NOTICE**

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

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

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

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



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

Assignor: N/A

Assignments of Record to: N/A

Recording Date: N/A

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 455 Kirk Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Woodward Township

COUNTY: Clearfield

DATE EXECUTED: 4/27/07

DATE RECORDED: 5/17/07 INSTRUMENT NO: 200708093

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

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

5. After demand, the Defendant(s) continues to fail or

refuses to comply with the terms of the Mortgage as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 2/9/08:

Principal of debt due	\$58,393.72
Unpaid Interest at 6.125% from 9/1/07 to 2/9/08 (the per diem interest accruing on this debt is \$9.79 and that sum should be added each day after 2/9/08)	1,585.98
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$98.03 and that sum should be added on the first of each month after 2/9/08)	(436.39)
Late Charges (monthly late charge of \$8.52 should be added in accordance with the terms of the note each month after 2/9/08)	34.08
Property Inspection	90.00
Corporate Advance	90.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,919.69</u>
TOTAL	\$63,282.08

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

Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$63,282.08 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a post; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid

BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre County, Pennsylvania.

BEING the same premises which Mike M. Warholik aka Michael Warholik, a widower acting by and through his Attorney-in-Fact, Frances A. Graham; under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

UNDER AND SUBJECT to all conditions, covenants and restrictions as of record.

February 15, 2008

# 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 MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Joseph J. Kowalczyk  
Michelle L. Reese  
PROPERTY ADDRESS: 455 Kirk Street  
Houtzdale, PA 16651  
LOAN ACCT. NO.: 87-918074  
ORIGINAL LENDER: Corning Federal Credit Union  
CURRENT LENDER: FHLMC

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling 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.)**

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

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

**455 Kirk Street  
Houtzdale, PA 16651**

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$524.27 for October 1, 2007 through February 1, 2008 = \$2621.35

Monthly Late Charges of \$8.52 for October 1, 2007 through January 1, 2008 = \$34.08

Other charges (explain/itemize): Home Inspection=\$90.00

TOTAL AMOUNT PAST DUE: \$2745.43

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

**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 \$2745.43, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Udren Law Offices, P.C.  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620**

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.): **N/A**

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

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

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender/Service:	<u>Corning Federal Credit Union</u>
Address:	<u>One Credit Union Plaza</u> <u>Corning, NY 14830</u>
Phone Number:	<u>1-607-962-3144</u>
Fax Number:	<u>N/A</u>
Contact Person:	<u>Customer Service</u>

**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 not 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.



## **NOTICE**

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

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

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

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

**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.

---

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS of Northeastern PA  
1631 S Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

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

6404 5480 0000 0206 2002



Michelle L. Reese  
233 Dartmouth Street  
Houtzdale, PA 16651

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">Michelle L. Reese</p> <p style="font-size: 1.2em; margin-left: 20px;">PO Box 352</p> <p style="font-size: 1.2em; margin-left: 20px;">Houtzdale, PA 16651</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; margin-left: 20px;">7007 3020 0000 0875 4049</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

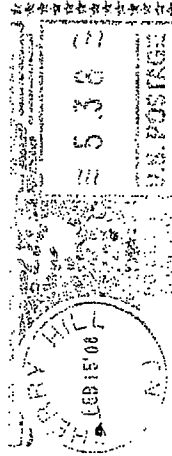
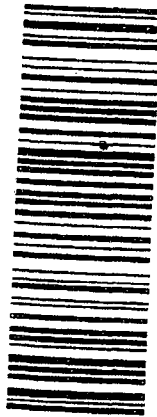
102585-02-14-1540

Domestic Return Receipt

PS Form 3811, February 2004

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

2E04 5280 0000 020E 4002



Michelle L. Reese  
455 Kirk Street  
Houtzdale, PA 16651

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

### SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Michelle L. Reese  
455 Kirk Street  
Holtzdale, PA 16651

### COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent  
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

If YES, enter delivery address below:

E. Service Type

☒ Certified Mail  
☐ Registered  
☐ Insured Mail  
☐ Express Mail  
☒ Return Receipt for Merchandise  
☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number

(Transfer from service label)

7007 3020 0000 0875 4032

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1640

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

9704 5280 0000 020E 2002



**CERTIFIED MAIL**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS SOLD AT POSTAL LINE



Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt-Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

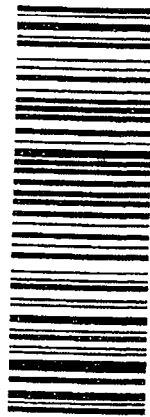
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-top: 10px;">Joseph J. Kowalczyk 455 Kirk Street Houtzdale, PA 16651</p>		<p>A. Signature</p> <p style="text-align: center; font-size: 1.5em;">X</p>	<p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; margin-top: 10px;">7007 3020 0000 0875 4018</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered    <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail    <input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			



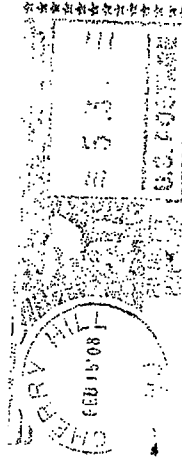
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

5204 5280 0000 020E 2002



**CERTIFIED MAIL**

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



Joseph J. Kowalczyk  
PO Box 352  
Houtzdale, PA 16651

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">Joseph J. Kowakyk</p> <p style="font-size: 1.2em; margin-left: 20px;">PO Box 352</p> <p style="font-size: 1.2em; margin-left: 20px;">Houtzdale, PA 16651</p>		<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p style="text-align: center; font-size: 1.5em; margin-left: 100px;">X</p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p>D. Is delivery address different from item 1? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; margin-left: 20px;">7007 3020 0000 0875 4025</p>		<p>3. Service Type <span style="float: right;"><input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</span></p> <p>4. Restricted Delivery? (Extra Fee) <span style="float: right;"><input type="checkbox"/> Yes</span></p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p> <p style="text-align: right; font-size: 0.8em;">102595-02-M-1540</p>	

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

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

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

## **EXHIBIT D**

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
One Credit Union Plaza  
Corning, NY 14830  
Plaintiff

v.

Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) Joseph J. Kowalczyk and Michelle L. Reese for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$63,282.08
Interest Per Complaint	1,478.29
From 2/10/08 to 7/9/08	
Late charges per Complaint	42.60
From 2/10/08 to 7/9/08	
Escrow payment per Complaint	<u>490.15</u>
From 2/10/08 to 7/9/08	
<b>TOTAL</b>	<b><u>\$65,293.12</u></b>

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

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

DAMAGES ARE HEREBY ASSESSED AS INDICATED

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

\_\_\_\_\_  
PRO PROTHY

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

Coming Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651

DATE of Notice: April 23, 2008

**IMPORTANT NOTICE**

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

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

**NOTIFICACION IMPORTANTE**

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

**SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE**

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

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



Mark J. Udren, Esquire  
Stuart Winneg, Esquire  
Lorraine Doyle, Esquire  
Alan M. Minato, Esquire  
Chandra M. Arkema, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620



**UDREN LAW OFFICES, P.C.**

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

**ATTORNEY FOR PLAINTIFF**

**Coming Federal Credit Union**  
**Plaintiff**

**v.**

**Joseph J. Kowalczyk**  
**Michelle L. Reese**  
**Defendant(s)**

**COURT OF COMMON PLEAS**  
**CIVIL DIVISION**  
**Clearfield County**

**NO. 08-528-CD**

**TO: Joseph J. Kowalczyk**  
**1060 Spring Street**  
**Houtzdale, PA 16651**

**DATE of Notice: April 23, 2008**

**IMPORTANT NOTICE**

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

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


**NOTIFICACION IMPORTANTE**

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

**SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE**

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

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

  
Mark J. Udren, Esquire  
Stuart Winneg, Esquire  
Lorraine Doyle, Esquire  
Alan M. Minato, Esquire  
Chandra M. Arkema, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003

856-669-5400

pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO.08-528-CD

TO: Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

DATE of Notice: April 23, 2008

**IMPORTANT NOTICE**

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

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

**NOTIFICACION IMPORTANTE**

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

**SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE**

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

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

*Chandra Arkema*  
Mark J. Udren, Esquire  
Stuart Winneg, Esquire  
Lorraine Doyle, Esquire  
Alan M. Minato, Esquire  
Chandra M. Arkema, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

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

ATTORNEY FOR PLAINTIFF

Coming Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

TO: Michelle L. Reese  
455 Kirk Street  
Houtzdale, PA 16651

DATE of Notice: April 23, 2008

**IMPORTANT NOTICE**

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

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


**NOTIFICACION IMPORTANTE**

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

**SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE**

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

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

  
Mark J. Udren, Esquire  
Stuart Winneg, Esquire  
Lorraine Doyle, Esquire  
Alan M. Minato, Esquire  
Chandra M. Arkema, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

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

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO.08-528-CD

TO: Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

DATE of Notice: April 23, 2008

**IMPORTANT NOTICE**

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

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

**NOTIFICACION IMPORTANTE**

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

**SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE**

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

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

*Chandra Arkema*  
Mark J. Udren, Esquire  
Stuart Winneg, Esquire  
Lorraine Doyle, Esquire  
Alan M. Minato, Esquire  
Chandra M. Arkema, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:

SS

COUNTY OF CAMDEN

:

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

Defendant: Joseph J. Kowalczyk  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Defendant: Michelle L. Reese  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

*Chandra Arkema*

Name:

Title:

ATTORNEY FOR PLAINTIFF

Company:

UDREN LAW OFFICES, P.C.

Sworn to and subscribed  
before me this 9<sup>th</sup> day  
of July, 2008..~

*[Signature]*  
Notary Public

ERIN GAVIN  
A Notary Public of New Jersey  
My Commission Expires 09/28/2009

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

#### NOTICE

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

*Prothonotary*

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651

NOTICE

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

*Prothonotary*

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

TO: Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

#### NOTICE

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

Prothonotary

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

TO: Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

NOTICE

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

*Prothonotary*

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

**PRAECIPE FOR WRIT OF EXECUTION**

**TO THE PROTHONOTARY:**

Please issue Writ of Execution in the above matter:

Amount due \$65,293.12

Interest From 7/10/08

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$9.79

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

(Costs to be added)

\$ \_\_\_\_\_

UDREN LAW OFFICES, P.C.

BY Chandra Arkema  
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

**WRIT OF EXECUTION**

TO THE SHERIFF OF Clearfield COUNTY:

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

455 Kirk Street  
Houtzdale, PA 16651  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$65,293.12

Interest From 7/10/08

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$9.79

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

(Costs to be added) \$ \_\_\_\_\_

Prothonotary

By \_\_\_\_\_

Clerk

Date \_\_\_\_\_

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

**CERTIFICATE TO THE SHERIFF**

I HEREBY CERTIFY THAT:

I. The judgment entered in the above matter is based on an Action:

- ☐ A. In Assumpsit (Contract)
- ☐ B. In Trespass (Accident)
- ☒ C. In Mortgage Foreclosure
- ☐ D. On a Note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

II. The Defendant(s) own the property being exposed to sale as:

- ☐ A. An individual
- ☐ B. Tenants by Entireties
- ☐ C. Joint Tenants with right of survivorship
- ☐ D. A partnership
- ☒ E. Tenants in Common
- ☐ F. A corporation

III. The Defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one Defendant and either A or B above is not applicable, state which Defendant is resident of the Commonwealth of Pennsylvania.  
Resident:

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

C E R T I F I C A T E

I hereby state that as the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

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

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

UDREN LAW OFFICES, P.C.

BY Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Corning Federal Credit Union, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 455 Kirk Street, Houtzdale, PA 16651

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

Joseph J. Kowalczyk 455 Kirk Street  
Houtzdale, PA 16651

P.O. Box 352  
Houtzdale, PA 16651

1060 Spring Street  
Houtzdale, PA 16651

Michelle L. Reese 233 Dorthia Street  
Houtzdale, PA 16651

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

SAME AS #1 ABOVE

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

None

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

Name

Address

Corning Federal Credit Union    One Credit Union Plaza  
Corning, NY 14830

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

Name

Address

None

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

Name

Address

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

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

Commonwealth of PA,            Bureau of Compliance, PO Box 281230  
Department of Revenue          Harrisburg, PA 17128-1230

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

Name

Address

Tenants/Occupants                455 Kirk Street  
Houtzdale, PA 16651

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

DATED: July 9, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

LOUIS A. SIMONI, ESQUIRE - ID #200869

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk

Michelle L. Reese

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 08-528-CD

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651

Your house (real estate) at 455 Kirk Street, Houtzdale, PA 16651 is scheduled to be sold at the Sheriff's Sale on \_\_\_\_\_, at 10:00 A.M. in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830, to enforce the court judgment of \$65,293.12, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the property will be relisted for the Next Available Sale.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the back payment, late charges, costs and reasonable attorney's fees. To find out how much you must pay, you may call: (856) 669-5400.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS  
EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 856-669-5400.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 856-669-5400.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within 30 days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after Schedule of Distribution is filed.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

**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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

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

**ASSOCIATION DE LICENCIADOS**  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: Joseph J. Kowalczyk  
455 Kirk Street  
Houtzdale, PA 16651

Your house (real estate) at 455 Kirk Street, Houtzdale, PA 16651 is scheduled to be sold at the Sheriff's Sale on \_\_\_\_\_, at 10:00 A.M. in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830, to enforce the court judgment of \$65,293.12, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the property will be relisted for the Next Available Sale.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the back payment, late charges, costs and reasonable attorney's fees. To find out how much you must pay, you may call: (856) 669-5400.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS  
EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 856-669-5400.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 856-669-5400.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within 30 days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after Schedule of Distribution is filed.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

**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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**LAWYER REFERRAL SERVICE**

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

**ASSOCIATION DE LICENCIADOS**

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-528-CD

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: Joseph J. Kowalczyk  
P.O. Box 352  
Houtzdale, PA 16651

Your house (real estate) at 455 Kirk Street, Houtzdale, PA 16651 is scheduled to be sold at the Sheriff's Sale on \_\_\_\_\_, at 10:00 A.M. in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830, to enforce the court judgment of \$65,293.12, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the property will be relisted for the Next Available Sale.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the back payment, late charges, costs and reasonable attorney's fees. To find out how much you must pay, you may call: (856) 669-5400.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)



**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS  
EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 856-669-5400.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 856-669-5400.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within 30 days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after Schedule of Distribution is filed.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

**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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**LAWYER REFERRAL SERVICE**

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

**ASSOCIATION DE LICENCIADOS**

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

MORTGAGE FORECLOSURE  
NO. 08-528-CD

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: Joseph J. Kowalczyk  
1060 Spring Street  
Houtzdale, PA 16651

Your house (real estate) at 455 Kirk Street, Houtzdale, PA 16651 is scheduled to be sold at the Sheriff's Sale on \_\_\_\_\_, at 10:00 A.M. in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830, to enforce the court judgment of \$65,293.12, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the property will be relisted for the Next Available Sale.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the back payment, late charges, costs and reasonable attorney's fees. To find out how much you must pay, you may call: (856)-669-5400.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS  
EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 856-669-5400.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 856-669-5400.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within 30 days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after Schedule of Distribution is filed.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

**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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**LAWYER REFERRAL SERVICE**

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

**ASSOCIATION DE LICENCIADOS**

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

All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a point; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid

BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre County, Pennsylvania.

BEING the same premises which Mike M. Warholc aka Michael Warholc, a widower acting by and through his Attorney-in-Fact, Frances A. Graham; under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

UNDER AND SUBJECT to all conditions, covenants and restrictions as of record.

BEING KNOWN AS: 455 KIRK STREET  
HOUTZDALE, PA 16651

PROPERTY ID NO.: 130-M15-000-00043

TITLE TO SAID PREMISES IS VESTED IN JOSEPH J. KOWALCYK AND MICHELLE L. REESE BY DEED FROM MARSHALL J. SHIRLEY, JR. AND CELESTINA L.M. SHIRLEY, HUSBAND AND WIFE DATED 4/27/07 RECORDED 5/17/07 IN INSTRUMENT NO. 200708092.

UDREN LAW OFFICES, P.C.  
BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF**  
**MOTION TO CORRECT TYPOGRAPHICAL ERROR**

Pennsylvania common law is replete with instances of ministerial errors which the Courts have consistently viewed as harmless error and refuse to act in furtherance of the unintended result achieved by the inadvertent errors. Ministerial error has been viewed by Pennsylvania Courts as "irrelevant" in rendering the ultimate decision in a case. *See Resto v. Travelers Insurance Co.*, 34 Pa. D.&C.3d 360 (Pa.Com.Pl. 1984)(plaintiff's failure to specify which Count of a three count complaint constituted trespass was determined to be irrelevant to the Court's decision); *see also, Pennsylvania Co. for Insurances on Lives and Granting Annuities v. Houseman*, 10A.2d 148, Pa. 1941 (failure to attach bonds and mortgage already of record in prior proceeding to bill, which omission was supplied by answer, were harmless errors); *Com. v. Miller*, 150 A.2d 585 (Pa.Super. 1959)(Court "endeavored to reform ministerial error" in a Petition for Forfeiture); *Balas v. Department of Public Welfare*, 616 A.2d 143 (Pa.Cmwlth. 1992)("The reason for our holding is that often in cases of technical non-compliance what has occurred is administrative error or mistake. Thus, intent to discriminate could not be shown because it is frequently non-existent."); *Board of Sup'rs of Montgomery Tp. v. Wellington*, 602

A.2d 425 (Pa.Cmwlt., 1992)(inclusion of subject property in wrong district on zoning map sold to public as a result of administrative error on part of township employees, did not operate to amend zoning map or to render so-designated property unzoned).

As set forth in the accompanying Motion, inadvertently, and/or through harmless error, the prior Deed dated April 27, 2007 was issued with an incorrect legal description of the Mortgaged Property. Although the legal description contained the proper metes and bounds description and proper tax parcel number, it contained a small typographical error, identifying part of the property as being in Centre County. Consequently, the legal description in the Mortgage, executed on April 27, 2007, and recorded on May 17, 2007, as Instrument Number 200708093, incorporated the same error. Legal pleadings filed in the instant mortgage foreclosure action also referenced the legal description with the reference to Centre County.

No one is prejudiced in any way by granting the within relief. As previously stated, this Motion seeks to rectify a typographical error. In all other respects, the legal description is correct and by no means was any party misled by the typographical error.

Accordingly, for the reasons hereinabove stated, and as more particularly set forth in the Motion, Corning Federal Credit Union respectfully requests the Court to grant its motion to correct the prior Deed and Mortgage, dated April 27, 2007, the legal pleadings and direct the Sheriff's Office to issue a Deed, containing the correct legal description of the mortgaged property.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

By: 

Chandra M. Arkema, Esquire  
Attorney for Plaintiff/Movant

**VERIFICATION**

Chandra M. Arkema, Esquire, hereby states that she is the attorney for the Plaintiff, that she is authorized to take this Verification, and that the statements made in the foregoing pleading are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

DATED: 3/24/09

By Chandra Arkema  
Chandra M. Arkema, Esquire  
Attorney for Plaintiff/Movant

**UDREN LAW OFFICES, P.C.**

**BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437**

**WOODCREST CORPORATE CENTER**

**111 WOODCREST ROAD, SUITE 200**

**CHERRY HILL, NJ 08003-3620**

**856-669-5400**

**pleadings@udren.com**

**ATTORNEY FOR PLAINTIFF**

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**

I, Chandra M. Arkema, Esquire, hereby certify that I have served or caused to be served true and correct copies of Plaintiff's Motion to Correct Typographical Error, Memorandum of Law in Support, Rule to Show Cause upon the following person named herein at their last known address or their attorney of record.


\_\_\_\_\_ Regular First Class Mail  
\_\_\_\_\_ Certified Mail  
\_\_\_\_\_ Other (certificate of mailing)

Date Served: March 24, 2009

TO: Frederick M. Neiswander, Esq.  
Neisender & Kubista  
211 ½ North Second Street  
Clearfield, PA 16830  
*Attorney for Defendant*  
*Joseph J. Kowalczyk*

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
- and -  
P.O. Box 352, Houtzdale, PA 16651  
- and -  
1060 Spring Street, Houtzdale, PA 16651  
*Defendant*

UDREN LAW OFFICES, P.C.

By:   
CHANDRA M. ARKEMA, ESQUIRE  
Attorney for Plaintiff/Movant



**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION**

Corning Federal Credit Union

Plaintiff

v.

Joseph J. Kowalczyk

Michelle L. Reese

Defendants

NO. 08-528-CD

**ORDER**

AND NOW, to wit, this                      day of                      , 2009, upon consideration of Plaintiff's Motion to Correct Typographical Error, and any response thereto, it is hereby **ORDERED AND DECREED** that:

1. The Deed, recorded on April 27, 2007 as Instrument Number 200708092, with respect to the premises located at 455 Kirk Street, (Woodward Township), Houtzdale, PA 16651, Clearfield County, Pennsylvania (hereinafter "**the Premises**"), between Marshall J. Shirley Jr. and Celestina L. M. Shirley, husband and wife to Joseph J. Kowalczyk and Michelle L. Reese is hereby corrected to reflect that the property is located in Clearfield County only, and not Centre County, and a correct legal description of the property as follows:

All that certain lot of piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a post; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid.

BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Clearfield County, Pennsylvania.

BEING the same premises which Mike M. Warholic aka Michael Warholic, a widower acting by an through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31st day of March, 1999, by deed dated December 14, 1999 and recorded

December 17, 1999 in the Recorder's Office of Clearfield County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

UNDER AND SUBJECT to all conditions, covenants and restrictions of record.

2. The Mortgage, recorded on May 17, 2007, as Instrument Number 200708093, is hereby deemed retroactively (to the date of the recording of the Mortgage) reformed to contain the correct legal description of the Premises, as set forth in Paragraph 1.

3. The Recorder's Office of Clearfield County shall accept a certified copy of this Order granting relief and indexing this Order in the same manner as a deed.

4. This Order shall further serve to correct all legal pleadings and documents filed in the above-captioned action in mortgage foreclosure.

5. The Sheriff's Sale of said premises conducted on February 6, 2009, is confirmed in all respects.

6. The Sheriff of Clearfield County is directed to issue a Sheriff's Deed to include the corrected legal description, set forth in Paragraph 1.

BY THE COURT:

---

J.

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

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO.08-528-CD

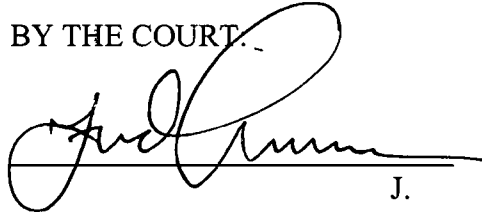
**RULE TO SHOW CAUSE**

AND NOW, this 25 day of March, 2009 upon consideration of the foregoing Plaintiff's Motion to Correct Typographical Error, it is hereby **ORDERED** that:

1. A Rule is issued upon the Respondent to show cause why the Plaintiff is not entitled to the relief requested;

2. The Defendant may file an Answer to the Motion on or before April 15 2009;
3. In the event of a response, the Motion shall be decided under Pa.R.C.P. No. 206.7;
4. Depositions will be completed within \_\_\_\_\_ days of the date of response; and
5. Notice of the entry of this Order shall be provided to all parties by the Plaintiff.

BY THE COURT.

  
J.

**FILED** <sup>2cc</sup>  
08:55 PM Atty Arkema  
**MAR 26 2009** (CW)

William A. Shaw  
Prothonotary/Clerk of Courts

**UDREN LAW OFFICES, P.C.**

**BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437**

**WOODCREST CORPORATE CENTER**

**111 WOODCREST ROAD, SUITE 200**

**CHERRY HILL, NJ 08003-3620**

**856-669-5400**

**pleadings@udren.com**

**ATTORNEY FOR PLAINTIFF**

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**

I, Chandra M. Arkema, Esquire, hereby certify that I have served or caused to be served true and correct copies of the Rule to Show Cause upon the following person named herein at their last known address or their attorney of record.

\_\_\_\_\_xxxxxxx\_\_\_\_\_ Regular First Class Mail  
\_\_\_\_\_ Certified Mail  
\_\_\_\_\_ Other (certificate of mailing)

Date Served: May 4, 2009

TO: Frederick M. Neiswander, Esq.  
Neisender & Kubista  
211 ½ North Second Street  
Clearfield, PA 16830  
*Attorney for Defendant*  
*Joseph J. Kowalczyk*

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
- and -  
P.O. Box 352, Houtzdale, PA 16651  
- and -  
1060 Spring Street, Houtzdale, PA 16651  
*Defendant*

UDREN LAW OFFICES, P.C.

By Chandra Arkema  
CHANDRA M. ARKEMA, ESQUIRE  
Attorney for Plaintiff/Movant

**FILED** NO CC  
MAY 05 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

(4)

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

CORNING FEDERAL CREDIT UNION  
Plaintiff

vs.

JOSEPH J. KOWALCYK  
MICHELLE L. REESE  
Defendants

\* No. 08-528-CD  
\*  
\*  
\*  
\*  
\*

**ORDER**

AND NOW, this 28<sup>th</sup> day of April, 2009, upon consideration of the foregoing Plaintiff's Motion to Correct Typographical Error, it is hereby ORDERED that:

1. A Rule is issued upon the Respondent to show cause why the Plaintiff is not entitled to the relief requested;
2. The Defendant(s) may file an Answer to the Motion on or before May 20, 2009;
3. In the event of a response, the Motion shall be decided under Pa.R.C.P. No. 203.7;
4. Depositions will be completed within \_\_\_\_\_ days of the date of response; and
5. Notice of the entry of this Order shall be provided to all parties by the Plaintiff.

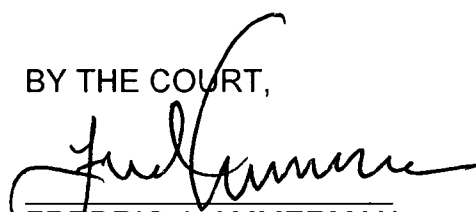
**FILED**

091086  
APR 28 2009

William A. Shaw  
Prothonotary/Clerk of Courts

4CC  
Atty As Kerna  
(64)

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

UDREN LAW OFFICES, P.C.  
BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
[pleadings@udren.com](mailto:pleadings@udren.com)

ATTORNEY FOR PLAINTIFF

FILED

MAY 27 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**MOTION TO MAKE RULE ABSOLUTE**

Plaintiff, Corning Federal Credit Union, by its undersigned attorney, moves for a Rule Absolute, thereby granting Plaintiff the relief prayed for in its Motion to Correct Typographical Error and in support thereof, avers as follows:

1. A Motion to Correct Typographical Error, together with a Rule to Show Cause why said Motion should not be granted was filed by counsel for Plaintiff on March 25, 2009.
  2. The Rule to Show Cause was entered on April 29, 2009, with a Rule Returnable date of May 20, 2009. A true and correct copy of the Rule is attached hereto as Exhibit "A".
  3. On May 4, 2009, Chandra M. Arkema, Esquire, attorney for Plaintiff, served a true and correct copy of the Rule to Show Cause upon all the Defendants, interested persons, and/or attorneys via First Class Mail as certified to by Certificate of Service. A true and correct copy of the Certificate of Service is attached hereto and marked Exhibit "B".
  4. To the best of Plaintiff's knowledge, information and belief, no response was filed or any objections interposed by any of the served parties, attorneys, and/or interested persons.
- Therefore, no cause has been shown as to why the relief prayed for in said Motion to Correct

Typographical Error should not be granted.

5. The Rule to Show Cause should be made Absolute and the relief prayed for in the Plaintiff's Motion to Correct Typographical Error should be granted.

**WHEREFORE**, Plaintiff prays and respectfully requests that this Honorable Court enter an Order making the Rule Absolute and therefore grant the relief prayed for in its Motion to Correct Typographical Error.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

BY   
CHANDRA M. ARKEMA, ESQUIRE  
Attorney for Plaintiff

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

CORNING FEDERAL CREDIT UNION  
Plaintiff

vs.

JOSEPH J. KOWALCYK  
MICHELLE L. REESE  
Defendants

\*  
\*  
\*  
\*  
\*  
\*

No. 08-528-CD

ORDER

AND NOW, this 28<sup>th</sup> day of April, 2009, upon consideration of the foregoing  
Plaintiff's Motion to Correct Typographical Error, it is hereby ORDERED that:

1. A Rule is issued upon the Respondent to show cause why the Plaintiff is  
not entitled to the relief requested;
2. The Defendant(s) may file an Answer to the Motion on or before May 20,  
2009;
3. In the event of a response, the Motion shall be decided under Pa.R.C.P.  
No. 206.7;
4. Depositions will be completed within \_\_\_\_\_ days of the date of response;  
and
5. Notice of the entry of this Order shall be provided to all parties by the  
Plaintiff.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

APR 29 2009

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

EXHIBIT A



UDREN LAW OFFICES, P.C.

BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**

I, Chandra M. Arkema, Esquire, hereby certify that I have served or caused to be served true and correct copies of the Rule to Show Cause upon the following person named herein at their last known address or their attorney of record.

\_\_\_\_\_ xxxxxx \_\_\_\_\_ Regular First Class Mail  
\_\_\_\_\_ Certified Mail  
\_\_\_\_\_ Other (certificate of mailing)

Date Served: May 4, 2009

TO: Frederick M. Neiswander, Esq.  
Neisender & Kubista  
211 1/2 North Second Street  
Clearfield, PA 16830  
*Attorney for Defendant*  
*Joseph J. Kowalczyk*

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
- and -  
P.O. Box 352, Houtzdale, PA 16651  
- and -  
1060 Spring Street, Houtzdale, PA 16651  
*Defendant*

UDREN LAW OFFICES, P.C.

By Chandra Arkema  
CHANDRA M. ARKEMA, ESQUIRE  
Attorney for Plaintiff/Movant

FILED  
MAY 10 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

COPY  
08020223-20

EXHIBIT B

**VERIFICATION**

Chandra M. Arkema, Esquire, hereby states that she is the attorney for the Plaintiff in this action, that he is authorized to take this Verification, and that the statements made in the foregoing Motion to Make Rule Absolute are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

BY:   
CHANDRA M. ARKEMA, ESQUIRE  
Attorney for Plaintiff

Dated: May 26, 2009

UDREN LAW OFFICES, P.C.

BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**CERTIFICATE OF SERVICE**

I, Chandra M. Arkema, Esquire, hereby certify that I have served true and correct copies of Motion to Make Rule Absolute and this Certificate of Service upon the following person(s) named herein at their last known address or their attorney of record.

\_\_\_\_\_ Regular First Class Mail

\_\_\_\_\_ Certified Mail

\_\_\_\_\_ Other (certificate of mailing)

Date Served: May 26, 2009

TO: Frederick M. Neiswander, Esq.  
Neisender & Kubista  
211 ½ North Second Street  
Clearfield, PA 16830  
*Attorney for Defendant*  
*Joseph J. Kowalczyk*

Michelle L. Reese  
233 Dorthia Street  
Houtzdale, PA 16651  
- and -  
P.O. Box 352, Houtzdale, PA 16651  
- and -  
1060 Spring Street, Houtzdale, PA 16651  
*Defendant*

UDREN LAW OFFICES, P.C.

BY:   
CHANDRA M. ARKEMA, ESQUIRE  
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.  
BY: CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Corning Federal Credit Union  
Plaintiff

v.

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 08-528-CD

**FILED**  
07/4/00301  
JUN 03 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Atty Arkema

**ORDER**

AND NOW, to wit, this 3 day of June, 2009, upon consideration of Plaintiff's Motion to Correct Typographical Error, and any response thereto, it is hereby **ORDERED AND DECREED** that the Rule entered on April 29, 2009, Returnable May 20, 2009, is hereby made Absolute. It is further **ORDERED** that:

1. The Deed, recorded on April 27, 2007, as Instrument Number 200708092, with respect to the premises located at 455 Kirk Street, Houtzdale (Woodward Township), PA 16651, Clearfield County, Pennsylvania (hereinafter "**the Premises**"), between Marshall J. Shirley Jr. and Celestina L. M. Shirley, husband and wife, to Joseph J. Kowalczyk and Michelle L. Reese is hereby corrected to reflect that the property is located in Clearfield County only, and not Centre County, and a correct legal description of the property as follows:

All that certain lot of piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a post; thence South 64 minutes West two hundred (200) feet to

the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid.

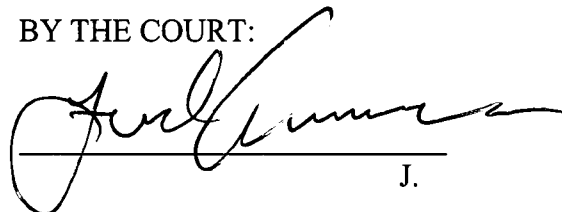
BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Clearfield County, Pennsylvania.

BEING the same premises which Mike M. Warholic aka Michael Warholic, a widower acting by an through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31st day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Clearfield County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

UNDER AND SUBJECT to all conditions, covenants and restrictions of record.

2. The Mortgage, recorded on May 17, 2007, as Instrument Number 200708093, is hereby deemed reiroactively (to the date of the recording of the Mortgage) reformed to contain the correct legal description of the Premises, as set forth in Paragraph 1.
3. The Recorder's Office of Clearfield County shall accept a certified copy of this Order granting relief and indexing this Order in the same manner as a deed.
4. This Order shall further serve to correct all legal pleadings and documents filed in the above-captioned action in mortgage foreclosure.
5. The Sheriff's Sale of said premises conducted on February 6, 2009, is confirmed in all respects.
6. The Sheriff of Clearfield County is directed to issue a Sheriff's Deed to include the corrected legal description, set forth in Paragraph 1.

BY THE COURT:



J.

DATE: 6/3/09

~~\_\_\_\_\_~~ ~~X~~on 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:

William A. Shaw  
Prothonotary/Clerk of Courts

JUN 03 2009

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20870  
NO: 08-528-CD

PLAINTIFF: CORNING FEDERAL CREDIT UNION  
vs.  
DEFENDANT: JOSEPH J. KOWALCYK AND MICHELLE L. REESE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/24/2008

LEVY TAKEN 12/2/2008 @ 10:27 AM

POSTED 12/2/2008 @ 10:27 AM

SALE HELD 2/6/2009

SOLD TO FEDERAL HOME LOAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 7/13/2009

DATE DEED FILED 7/13/2009

PROPERTY ADDRESS 455 KIRK STREET HOUTZDALE , PA 16651

FILED  
JUL 13 2009  
0/21:40/2009  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

12/3/2008 @ 1:39 PM SERVED JOSEPH J. KOWALCYK

SERVED JOSEPH J. KOWALCYK, DEFENDANT, BY HANDING TO HIS ATTORNEY FRED E. NEISWANDER, AT HIS PLACE OF EMPLOYMENT 211 1/2 N. SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

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

12/2/2008 @ 2:02 PM SERVED MICHELLE L. REESE

SERVED MICHELLE L. REESE, DEFENDANT, AT HER RESIDENCE 233 DORTHIA STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELLE L. REESE

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

@ SERVED

NOW, DECEMBER 17, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JANUARY 9, 2009 TO FEBRUARY 6, 2009.

@ SERVED

NOW, FEBRUARY 18, 2009 INFORMED THE ATTORNEY'S OFFICE THE DEED NEEDED CHANGED TO REFERENCE CLEARFIELD COUNTY NOT CENTRE COUNTY.

@ SERVED

NOW, JULY 1, 2009 RECEIVED THE NEW DEED DESCRIPTION.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20870  
NO: 08-528-CD

PLAINTIFF: CORNING FEDERAL CREDIT UNION  
vs.  
DEFENDANT: JOSEPH J. KOWALCYK AND MICHELLE L. REESE

Execution REAL ESTATE

SHERIFF RETURN

---


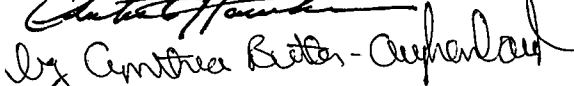
SHERIFF HAWKINS \$266.42

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
by   
Chester A. Hawkins  
Sher ff



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Corning Federal Credit Union  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Joseph J. Kowalczyk  
Michelle L. Reese  
Defendant(s)

NO. 08-523-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

455 kirk Street  
Houtzdale, PA 16651  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$66, 137.33

Interest From 8/6/08

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$9.79

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

Prothonotary costs \$135.-

(Costs to be added)

\$ \_\_\_\_\_

By \_\_\_\_\_

Prothonotary

Clerk

Received this writ this 24<sup>th</sup> day

of October A.D. 2008

At 3:15 A.M. P.M.

Date Oct. 24, 2008

Clifton A. Hawker  
Sheriff by Cynthia Butler-Cuevas

COURT OF COMMON PLEAS

NO. 08-528-CD

=====

Corning Federal Credit Union

vs.

Joseph J. Kowalczyk

Michelle L. Reese

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 66, 137.33

INTEREST \$

from 8/6/08

to Date of Sale

Ongoing Per Diem of \$9.79

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

COSTS PAID:

PROTHY \$

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

455 kirk Street

Houtzdale, PA 16651

UDREN LAW OFFICES, P.C.

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

pleadings@udren.com

All that certain lot or piece of ground situate in Woodward Village in the Township of Woodward, County of Clearfield, Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of Kirk Street and First Avenue (South) five hundred (500) feet distance from the center line of the Moshannon and Clearfield Railway; thence by said Avenue North 64 minutes East two hundred (200) feet to a post; thence by lot No. 172 North 26 minutes West one hundred (100) feet to a post; thence South 64 minutes West two hundred (200) feet to the East side of Kirk Street; and thence thereby South 26 minutes East one hundred (100) feet to the place of beginning; and being known as the southerly half of Lots 173, 174 in Woodward Village aforesaid

BEING designated as Tax Parcel No. 130-M15-000-0043; 130-0-80905 in the Deed Registry Office of Centre County, Pennsylvania.

BEING the same premises which Mike M. Warholik aka Michael Warholik, a widower acting by and through his Attorney-in-Fact, Frances A. Graham, under a Power of Attorney dated 31<sup>st</sup> day of March, 1999, by deed dated December 14, 1999 and recorded December 17, 1999 in the Recorder's Office of Centre County, Pennsylvania in Instrument Number 199920573, granted and conveyed unto Marshall J. Shirley, Jr. and Celestina Shirley, husband and wife.

UNDER AND SUBJECT to all conditions, covenants and restrictions as of record.

BEING KNOWN AS: 455 KIRK STREET  
HOUTZDALE, PA 16651

PROPERTY ID NO.: 130-M15-000-00043 CONTROL # 130080905

TITLE TO SAID PREMISES IS VESTED IN JOSEPH J. KOWALCYK AND MICHELLE L. REESE BY DEED FROM MARSHALL J. SHIRLEY, JR. AND CELESTINA L.M. SHIRLEY, HUSBAND AND WIFE DATED 4/27/07 RECORDED 5/17/07 IN INSTRUMENT NO. 200708092.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOSEPH J. KOWALCYK

NO. 08-528-CD

NOW, July 13, 2009, 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 February 06, 2009, I exposed the within described real estate of Joseph J. Kowalczyk And Michelle L. Reese to public venue or outcry at which time and place I sold the same to FEDERAL HOME LOAN MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	21.06
LEVY	15.00
MILEAGE	21.06
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$266.42**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	66,137.33
INTEREST @ 9.7900 %	1,801.36
FROM 08/06/2008 TO 02/06/2009	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$67,978.69**

**COSTS:**

ADVERTISING	456.25
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	266.42
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS    \$1,121.17**

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

CHESTER A. HAWKINS, Sheriff

**UDREN LAW OFFICES, P.C.**  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NEW JERSEY 08003-3620  
856. 669. 5400  
FAX: 856. 669. 5399

MARK J. UDREN\*  
STUART WINNEG\*\*  
LORRAINE DOYLE\*\*  
ALAN M. MINATO\*\*\*  
CHANDRA M. ARKEMA\*\*\*  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED NJ, PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

PENNSYLVANIA OFFICE  
215-368-9380

PLEASE RESPOND TO NEW JERSEY OFFICE

December 16, 2008

Sent via telefax #814-765-5915

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

Re: Corning Federal Credit Union  
vs.  
Joseph J. Kowalczyk  
Michelle L. Reese  
Clearfield County C.C.P. No. 08-528-CD  
Premises: 455 Kirk Street  
Houtzdale, PA 16651  
SS Date: January 9, 2009

Dear Cindy:

Please Postpone the Sheriff's Sale scheduled for January 9, 2009  
to February 6, 2009.

Sale is Postponed for the following reason:

To allow time to complete service of the notice of sale.

Thank you for your attention to this matter.

Sincerely yours,

  
Chris Stears  
Foreclosure Manager

/dad