

08-860-CD
Bayview Loan Serv. Vs Timothy Baney

MATTEMAN, WEINROTH & MILLER, P.C.
BY: JOHN C. MILLER, III, ESQUIRE
ATTORNEY I.D. NO. 46450
401 ROUTE 70 EAST, SUITE 100
CHERRY HILL, NEW JERSEY 08034
(856) 429-5507
ATTORNEY FOR PLAINTIFF

BAYVIEW LOAN SERVICING, LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF,
vs.

TIMOTHY R. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

MICHELLE L. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

pd \$95.00 Atty
FILED m/11/2008 3CC Shff
MAY 08 2008 1CC Atty
(JM)

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIEREDEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LADEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIAESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE ENFORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SINPREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO OSUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABODAGO INMEDIATAMENTE. SI NO TIENEABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA PUEDECONSEGUIR ASISTENCIA LEGAL.

LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

MATTLEMAN, WEINROTH & MILLER, P.C.
BY: JOHN C. MILLER, III, ESQUIRE
ATTORNEY I.D. NO. 46450
401 ROUTE 70 EAST, SUITE 100
CHERRY HILL, NEW JERSEY 08034
(856) 429-5507

ATTORNEY FOR PLAINTIFF

BAYVIEW LOAN SERVICING, LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF,
vs.

TIMOTHY R. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

MICHELLE L. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

CIVIL ACTION COMPLAINT

1. Bayview Loan Servicing, LLC, as Servicer for Bayview Financial Property Trust, is a validly existing trust with an office of 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146. Plaintiff is the owner of a certain property located at 4694 Shiloh Rd., Woodland, PA 16881 (hereinafter referred to as "Premises").
2. Defendants, Timothy R. Baney, Michelle L. Baney and Tenant/Occupants are adult individuals who reside at 4694 Shiloh Rd., Woodland, PA 16881
3. On or about September 26, 2003, the Defendants entered into an Agreement with Patrick H. Mowrey, an individual and as trustee of the Patrick H. Mowery Family Trust and the Kim E. Mowery Family Trust, and Kim E. Mowery, an individual, and as trustee of the Kim E. Mowrey Family Trust and as trustee of the Patrick H. Mowrey Family Trust t/d/b/a "Blue Sky" to lease/purchase the property known as 4694 Shiloh Rd., Woodland, PA 16881. The term of the Agreement was for ten (10) years. (A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A").
4. Patrick H. Mowrey, an individual and trustee of the Patrick H. Mowery Family Trust and

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

DOCKET NO.

CIVIL ACTION COMPLAINT

4. Patrick H. Mowrey, an individual and trustee of the Patrick H. Mowery Family Trust and the Kim E. Mowery Family Trust, and Kim E. Mowery, an individual, and as trustee of the Kim E. Mowrey Family Trust and as trustee of the Patrick H. Mowrey Family Trust t/d/b/a "Blue Sky" transferred the Premises to Plaintiff subject to the leasehold and delinquency of the Defendants on January 18, 2007. Said Deed was subsequently recorded in the Recorder of Deeds for Clearfield County under Instrument Number 2007-06490. A copy of the Deed is attached hereto and made a part hereof as Exhibit "B".
5. The monthly rental for the Premises was \$177.91, which was due and payable on the twenty-eighth (28th) day of each month beginning October 28, 2003 and continuing thereon until September 28, 2013.
6. In addition to making the monthly payments as set forth herein, Defendants were also required to pay the taxes, insurance and other assessments for the benefit of the Premises.
7. Defendants have failed and refused to make monthly payments as they became due and owing from April 28, 2007 through current inclusive. The aggregate amount due for said period, including unpaid assessments is \$2,609.51. Defendants have failed and refuse to pay the outstanding amounts due as set forth herein.
8. By virtue of their failure to pay all rent and other charges due under the Agreement, Defendants are in breach of their obligations thereunder.

COUNT I

EJECTMENT

9. The allegations contained in Paragraphs 1 though 8 inclusive are incorporated herein by reference as though set forth at length.
10. On or about March 24, 2008, Plaintiff served Defendants with a ten (10) day Notice with Intent to Terminate. Defendants refused to vacate the Premises after the expiration of the ten (10) day termination period. (A copy of the Notice is attached hereto and made a part hereof as Exhibit "C").
11. By virtue of Defendants' breach of their obligations under the Agreement and by virtue of Plaintiff's termination of the Lease, Plaintiff is entitled to possession of the Premises.

WHEREFORE, the Plaintiff demands judgment against Defendants for possession of the Premises.

COUNT II

MONEY DAMAGES

12. The allegations contained in Paragraphs 1 though 11 inclusive are incorporated herein by reference as though set forth at length.
13. Pursuant to the Agreement, Defendants are indebted to Plaintiff for unpaid rent, late fees and assessments in the amount of \$2,609.51. Additional rent and other charges may accrue subsequent to the filing of this Complaint.

WHEREFORE, the Plaintiff demands judgment in its favor and against Defendants in the amount of \$2,609.51, plus additional charges for rent and other charges which may become due and payable between the filing of this Complaint and Trial.

MATTLEMAN, WEINROTH & MILLER, P.C.

BY:

JOHN C. MILLER, III, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, JOHN C. MILLER, III, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff and that he is authorized to make this Verification on behalf of Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE
MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO
UNSWORN FALSIFICATION TO AUTHORITIES.

DATE:

5/2/08

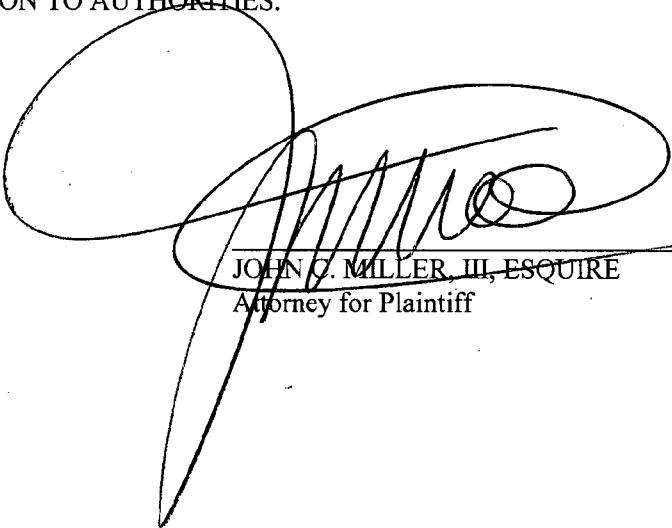

JOHN C. MILLER, III, ESQUIRE
Attorney for Plaintiff

Exhibit "A"

LAND SALE AGREEMENT

Page 1

Date: September 26, 2003

SELLERS:

PATRICK H. MOWREY, AN INDIVIDUAL AND AS TRUSTEE OF THE PATRICK H. MOWREY FAMILY TRUST AND THE KIM E. MOWREY FAMILY TRUST; AND KIM E. MOWREY, AN INDIVIDUAL, AND AS TRUSTEE OF THE KIM E. MOWREY FAMILY TRUST AND AS TRUSTEE OF THE PATRICK H. MOWREY FAMILY TRUST, t/d/b/a
"BLUE SKY"
 362 North Park Street
 Sykesville, Pa 15865.
 Tel. #814-894-2471

BUYERS:


TIMOTHY R. BANEY AND MICHELLE L. BANEY, husband & wife

180 Bell Lane, Bradford Heights
 Woodland, Pa. 15881
 Home tel. 814-857-7272
 Cell tel. 814-592-4986

180 Bell Lane is a Condo owned
 By John and Virginia Graham Jr.

Property Card included

**CONSIDERATION,
IF PAID IN CASH:**

\$13,355.00

TERMS:

Buyers paid a non-refundable \$900.00 partial downpayment to Sellers on September 26, 2003.

Sellers will finance the \$12,355.00 balance for 10 years @ 12% simple annual interest, with Buyers paying \$177.91 per month, beginning October 28, 2003 through September 28, 2013.
 (120 monthly payments - 10 year payment plan.)

DESCRIPTION:

HOUSE, GARAGE, & APPROX. 3.768 ACRES SURFACE ONLY

(Sellers are reserving all oil & gas rights in, under, or upon said premises.)

Identified as Clearfield Co. Assessment Map #106-07-331 - Shiloh prop

The real estate shall include the land together with all improvements thereon.

LOCATION:

Township Road #232, Bradford Township, Clearfield County, Pa.

LAND SALE AGREEMENT

Page 2

Date: September 26, 2003

SEWER & WATER:

Buyers hereby acknowledge that Sellers make no warranty or guarantee of the well water quantity or quality located on this property, if any.

Buyers also hereby acknowledge that Sellers make no warranty or guarantee of septic porosity on this property whatsoever. Sellers make no guarantee of any septic system on this property. All septic testing costs and septic system costs whatsoever will be paid in full by Buyers.

If community water or sewer becomes available, Buyers are responsible for any and all costs and any future costs involved in water and sewer tap fees, lateral fees, or any extension fees, repair fees, maintenance, or any other fees whatsoever of said community water and sewer. Buyers are also responsible for all maintenance of said water and sewer on this property or in this house.

If Buyers' sewer, water, or garbage bills are not paid and an arrearage in excess of \$80.00 occurs, Sellers will treat payment failure as a breach of this Agreement herein and Buyers understand and acknowledge that Sellers have the right to cancel this agreement, after giving a 10 day notice to Buyers of said arrearage.

TRANSFER TAX:

All to be paid by Buyers = 2% of \$13,355.00 = \$267.10 + Sellers' designated recording fee upon Buyers' payment in full and recording of their deed.

PROPERTY TAX:

All 2003 real estate taxes were divested by the 9/15/03 Clearfield County Tax Claim Bureau Sale which sold Buyers' property described herein to Sellers.

Buyers will pay all 2004 real estate taxes and future real estate taxes on premises described herein. Buyers agree to pay all real estate taxes during the entire finance term of this agreement.

Upon receipt of any and all real estate taxes for the premises, Sellers shall forward a copy of said tax bill to Buyers. Buyers hereby agree to promptly remit the entire tax amount due to Sellers by the due date designated by Sellers.

QUITCLAIM DEED:

Furnished by Sellers upon final payment.

Buyers' father & brother (Ray A. Maines and Ray A. Maines Jr.) signed a quitclaim deed to Mowreys to clear the cloud of the tax sale on the title. On or before October 15, 2003, Buyers will pay a non-refundable \$150.00 payment to Sellers for preparation of said quitclaim deed. On or before October 15, 2003, Buyers will also pay a non-refundable \$50.00 to Sellers for the quitclaim deed recording fee.

BOUNCED CHECKS:

If any of Buyers' checks "Bounce" due to non-sufficient funds, Buyers will pay the delinquent amount plus \$50.00 penalty fee to Sellers within 7 days of notification from Sellers.

LAND SALE AGREEMENT

Page 3

Date: September 26, 2003

CONTINUITY OF AGREEMENT:

This contract shall bind the successors, heirs, and assigns of the aforesaid Sellers and Buyers.

BREACH OF CONTRACT:

Any payment in arrears 30 days, or default of any of the terms herein, shall constitute a breach of this agreement, allowing Sellers to nullify this Agreement, and to reclaim total interest in this lot, including any or all on-site improvements of this lot, without any reimbursement to Buyers.

If Buyer's fail to perform the covenants and agreements contained in this Agreement herein, or there is a legal proceeding that may significantly affect Sellers' rights in the premises (House, Garage, & approx. 3.768 Acres surface only, Bradford Tp, Clearfield Co.) described herein (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or rights in the premises described herein), then Sellers may do and pay for whatever is necessary to protect the value of the premises described herein and Sellers' rights to said premises. Sellers' actions may include paying reasonable attorneys' fees, appearing in court, and entering on the premises to make repairs or inspections. Although Sellers may take action of the as previously described, Sellers do not have to do so.

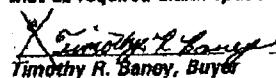
Buyers hereby authorize and consent to Sellers' use of the District Magistrate Court where the property is located to commence and complete an eviction or ejection action utilizing the Landlord/Tenant Act, 68 P.A.C.S.A.250.101 et al., to evict or eject Buyers for a default under any provision of this Agreement. Buyers hereby accept the jurisdiction of the District Magistrate where the property herein is located.

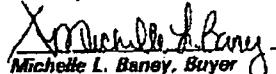
Waiver of any and all notice to vacate premise:

The Buyers expressly waive any right to notice including 15, 30, or 90 day notice, as provided in the Landlord Tenant Act of 1951 Section 501: "The notice above provided for may be for a lesser time or may be waived by the Buyers if the agreement so provides." The Buyers further understand that (1) upon any breach of the conditions of this agreement or (2) upon any expiration of this agreement or (3) upon the failure of the Buyers upon demand to satisfy any rent due, that the Sellers need not give any notice before filing a Landlord Tenant complaint for eviction.

Acknowledgment of Contents:

By signing this agreement Buyers certify their understanding of and satisfaction with its terms and will suffer no hardship as a result of it. Buyers also certify that all required blank spaces have been filled in.

 Timothy R. Baney 7-28-03  Jennifer Moage
Timothy R. Baney, Buyer Date Witness

 Michelle L. Baney 7-28-03  Jennifer Moage
Michelle L. Baney, Buyer Date Witness

LAND SALE AGREEMENT

Page 4

Date: September 26, 2003

LATE FEES:

A service charge of \$40.00 per month shall be added to each monthly payment that is past due 10 days and another \$40.00 per month shall be added to each past due payment on each successive monthly anniversary date.

Downpayments, real estate taxes, clerical & dead fees, insurance, and all other fees shall have a service charge of \$40.00 assessed on the due date and on each successive monthly anniversary due date until payment is made.

(ex. = If a monthly payment is due on January 1 and not paid by Jan. 10, a \$40.00 late fee will be charged to Buyers' account by Sellers. Also, If a monthly payment is due on January 1st and is not paid by the monthly anniversary date of February 1st, then a \$40.00 late fee will also be added to Buyers' account by Sellers. Sellers will continue to charge an additional \$40.00 monthly late fee to Buyers on the 1st of each month until the past due item is paid to Sellers.)

(ex. = Real estate taxes are billed by Sellers to Buyers and the Sellers' designated due date for payment of taxes is May 1. If Sellers have not received the taxes from Buyers by May 1, then a \$40.00 late fee will be added to Buyers' account by Sellers. There is no 10 day grace period. Sellers will continue to charge an additional \$40.00 monthly late fee to Buyers on the 1st. of each month until the past due tax is paid to Sellers.)

LIABILITY:

Buyers hereby assume all liability for themselves and any persons on this property during the entire finance term of this Agreement. Buyers also assume all liability associated with the property herein described during the entire finance term of this Agreement.

INSURANCE:

Buyers will obtain a minimum of \$30,000.00 fire & extended coverage and \$300,000 liability insurance coverage on the premises described herein. Patrick H. Mowray & Kim E. Mowray, t/d/b/a "Blue Sky" shall all be listed as "First Mortgagee" and as "Additional Insured" on Buyers' insurance policy.

Buyers must provide insurance verification to Sellers on or before October 1, 2003.

Buyers are responsible to continue to carry insurance on this property throughout the entire finance term of this Agreement. Buyers are responsible to pay all 2003 and future insurance premiums. If Buyers fail to maintain insurance on the sold premises described herein, then this act would constitute a breach of this Agreement, allowing Sellers to nullify this Agreement and to reclaim total interest in this property without any reimbursement to Buyers.

Note: In case of default, Sellers have the right to cancel the property and casualty insurance. Sellers also have the right to receive all unused premium from said policy.

We certify that we have read and agree to all the insurance related terms, covenants, and restrictions listed herein:

X Timothy R. Baney 7-25-03
Timothy R. Baney, Buyer Date

X Glenda O'Boyle
Glenda O'Boyle
Witness

X Michelle L. Baney 9/26/03
Michelle L. Baney, Buyer Date

X Glenda O'Boyle
Glenda O'Boyle
Witness

LAND SALE AGREEMENT

Page 5

Date: September 26, 2003

CLERICAL & CONSULTATION FEE:

If Buyers request an assignment of this Agreement; or an altered payment plan; during and through the entire time Buyers finance this property, a \$500.00 clerical and consultation fee will be paid by Buyers to Sellers. However, this \$500 fee will not be charged by Sellers if Buyers pay off the principal balance in full at any time prior to the finance term expiration date.

CLERICAL/DEED PREPARATION:

Buyers will pay a non-refundable \$400.00 Clerical and Deed Preparation Fee to Sellers on or before October 15, 2003.

UTILITY & REPAIRS:

All utility bills of any kind or nature shall be the sole responsibility of the Buyers.

Repairs, maintenance, and improvements of any kind or nature shall be the sole responsibility of the Buyers.

PROPERTY STIPULATIONS:

The premises shall be kept in a clean, neat and tidy condition. Said premises (House, Garage, & approx. 3.768 Acres surface only, Bradford Tp, Clearfield Co.) currently contains a sizeable amount of debris and garbage inside it. Buyers hereby acknowledge that they will completely clean out the premises at their expense and maintain the premises in a clean, neat, and tidy condition.

LAND SALE AGREEMENT

Page 6

Date: September 26, 2003

COMMENTS,
EXHIBITS:

The property conveyed shall be subject to all previous reservations, restrictions, covenants, easements, and rights of way, whether of record or not.

Sellers are selling this property "as is" without any warranty or guarantee whatsoever. If a property dispute arises during the term of this Agreement, then Buyers are solely responsible for the cost of defending the property lines and the location of any and all improvements on the property.

Buyers acknowledge that Sellers are reserving the gas & oil rights under this property with the right of ingress, egress, and regress and full drilling rights without any damage compensation to Buyers herein or their successors, heirs, and assigns.

If survey is desired, all survey costs will be paid in full by Buyers.

Buyers hereby acknowledge that they have thoroughly examined the premises (House, Garage, & approx. 3.768 Acres surface only, Bradford Tp, Clearfield Co.) to their complete satisfaction. Buyers also acknowledge that Sellers make no warranty or guarantee whatsoever of said premises (House, Garage, & approx. 3.768 Acres surface only, Bradford Tp, Clearfield Co.) Buyers hereby acknowledge that they are purchasing the premises (House, Garage, & approx. 3.768 Acres surface only, Bradford Tp, Clearfield Co.) "as is" without any warranty or guarantee whatsoever.

Buyers must abide by all codes, regulations, and rules of the Township of Bradford, County of Clearfield, and the Department of Environmental Resources.

Buyers must keep the grass cut and keep the yard free and clear of any debris and/or junk. Sellers will notify Buyers if they are not in compliance and Buyers will have 14 days to cut the grass and clean up the yard.

Buyers hereby acknowledge that they have read the attached Lead pamphlet and signed the Lead Warning Statement. (SEE ATTACHED EXHIBIT "B").

Attached is Sellers' Property Disclosure Statement which is signed by Sellers and Buyers herein. (SEE ATTACHED EXHIBIT "C").

If Buyers tear out any portion of the house, in anticipation to remodel house, and then default on any terms of the Land Sale Agreement herein, and vacate the premises, then Buyers are totally responsible for all costs involved in repairing said house to its original condition. Buyers hereby agree that they will not leave Sellers with a partially gutted house. Buyers hereby acknowledge that they are totally financially responsible for all costs involved in repairing said house to its original condition in the event that they default and vacate the house.

LAND SALE AGREEMENT

Page 4 of 7

Date: SEPTEMBER 26, 2003

The Undersigned Sellers hereby accept and agree to sell and convey the real estate on the terms and conditions herein.

WITNESS: Jerry D. George AGREED: Patrick H. Mowrey DATE: 9/26/03
 Patrick H. Mowrey, Seller

WITNESS: Jerry D. George AGREED: Patrick H. Mowrey, Trustee DATE: 9/26/03
 Patrick H. Mowrey, Trustee of the Patrick H. Mowrey Family Trust and Kim E. Mowrey Family Trust, Seller

WITNESS: Jerry D. George AGREED: Kim E. Mowrey DATE: 9/26/03
 Kim E. Mowrey, Seller

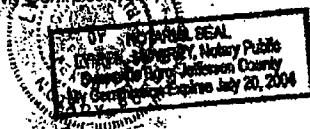
WITNESS: Jerry D. George AGREED: Kim E. Mowrey, Trustee DATE: 9/26/03
 Kim E. Mowrey, Trustee of the Kim E. Mowrey Family Trust and Patrick H. Mowrey Family Trust, Seller

State of Pennsylvania } ss.
 County of Jefferson

On this, the 26th day of September, 2003, before me, Lynn M. Mowrey, personally appeared PATRICK H. MOWREY AND KIM E. MOWREY, known to me to be the persons whose names are subscribed to the within Agreement and acknowledge that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:



Lynn M. Mowrey
 Lynn M. Mowrey

APPROVAL: The undersigned Buyers have read, fully understood and approved the foregoing terms and conditions and acknowledge receipt of a signed copy.

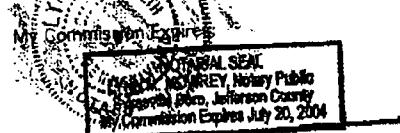
WITNESS: Quindra George AGREED: Michelle L. Baney DATE: 9/26/03
 MICHELLE L. BANEY, BUYER

WITNESS: Quindra George AGREED: Timothy R. Baney DATE: 9/26/03
 TIMOTHY R. BANEY, BUYER

State of Pennsylvania } ss.
 County of Jefferson

On this, the 26th day of September, 2003, before me, Lynn M. Mowrey, personally appeared Michelle L. Baney and Timothy R. Baney, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Agreement and to acknowledge that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public



Lynn M. Mowrey

Exhibit "B"

RECORD AND RETURN TO:
Interbay Funding, LLC
285 Grand Ave Suite 200
SouthLake, TX 76092
Loan # 334221

QUIT CLAIM DEED

THIS INDENTURE, Made January 18, 2007

BETWEEN BLUE SKY, a Pennsylvania general partnership, by Patrick H. Mowrey, general partner, Kim E. Mowrey, general partner, Patrick H. Mowrey Family Trust, general partner and Kim E. Mowrey Family Trust, general partner, by the Trustees of said Trusts, namely Patrick H. Mowrey and Kim E. Mowrey, doing business at 362 North Park Street, Sykesville Borough, Jefferson County, Pennsylvania, Party of the First Part, hereinafter referred to as GRANTOR ,

AND

BayView Financial Property Trust, a Delaware statutory trust, formed March 14, 2000 party of the second party, Grantee.

WITNESSETH, That the said party(ies) of the first part, for and in consideration of the sum of

\$7,689.82

lawful money of the United States, to him/her/them in hand paid by the said party(ies) of the second party, at and before the sealing and delivery of these presents, the receipt and payment whereof is hereby acknowledged, has/have remised, released, and QUIT CLAIMED, and by these present, do/does remise, release, and QUIT CLAIM unto the said party(ies) of the second party, and to his/her/their heirs and assigns forever, ALL that certain piece or parcel of land in the Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

Property Address: 180 Bell Lane, Bradford Heights, Woodland, PA 16881
In the County of Clearfield and having a Tax Map Id # 106-07-33

A Legal Description is attached

Grantor has no actual knowledge of the disposal of any hazardous waste, past or present, on the premises herein described, as defined by the Solid Waste Management Act No. 97 of 1980, of the Commonwealth of Pennsylvania.

This Deed is taken under and subject to easements, restrictions and rights-of-way of records and/or those that are visible to physical inspection.

In Witness Whereof, The said party(ies) of the first party has/have hereunto set his/her/their hand and seal(s) the day and year first above written.

DCLIB1/73228/2/11153/00007

Florence A. Mowrey
Witness

Patrick H Mowrey
Name:
Title:

Florence A. Mowrey
Witness

Patrick H Mowrey Trustee
Name:
Title

Florence A. Mowrey
Witness

Kim C. Mowrey
Name:
Title

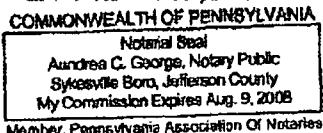
Florence A. Mowrey
Witness

Kim C. Mowrey, Trustee
Name:
Title

STATE OF PENNSYLVANIA : :ss
COUNTY OF JEFFERSON:

On this 18 day of JANUARY, 2007, before me a Notary Public, the undersigned officer, personally appeared Patrick H. Mowrey and Kim E. Mowrey, 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 purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Audrea C. George
Notary Public

I hereby certify that the precise residence of the within named grantee is BAYVIEW
FINANCIAL PROPERTY TRUST, 285 GRAND AVE, SUITE 200, SOUTHLAKE TEXAS, 76092

DCLIB1/73228/2/11153/00007

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET UX, AND
NOW OR FORMERLY OWNED BY HAROLD R. GREEN; THENCE BY THE
LINE OF LAND OF SAID GREEN, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.6 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-NINE ONE HUNDREDTHS
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619; THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THREE (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE
HUNDREDTHS (410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAINES; THENCE BY SAID
MAINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES NINE (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TENTHS (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CURVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHS FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHS (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.768 ACRES.

ADDRESS: 180 BELL LN.; WOODLAND, PA 16881 TAX MAP OR
PARCEL ID NO.: 106-07-33

*The Address and the
Parcel ID# Do Not Match
up.
Mike Krentz
3-17-08*

Certificate of Residence

Anita Noel, Sub-Escrow Agent do hereby certify that Grantee's precise residence is
Address: Bayview Financial Property Trust, 4425 Ponce De Leon Blvd, 5th Floor
Coral Gables, FL 33146

Witness my hand this 27 day of February, A.D. 2004

Anita Noel - Sub-Escrow

**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:**
NATIONAL REAL ESTATE INFORMATION
SERVICES

Instrument Number - 200706490
Recorded On 4/20/2007 At 2:25:09 PM

* Instrument Type - DEED

* Total Pages - 5
Invoice Number - 165653

AFFIDAVIT No. 40174

* Grantor - BLUE SKY

* Grantee - BAYVIEW FINANCIAL PROPERTY TRUST

* Customer - NATIONAL REAL ESTATE INFORMATION SERVICES

*** FEES**

STATE TRANSFER TAX	\$76.90
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$14.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
CLEARFIELD AREA SCHOOLS	\$38.45
REALTY TAX	
BRADFORD TOWNSHIP	\$38.45
TOTAL PAID	\$183.30

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 "C"



Mattleman, Weinroth & Miller, P.C.

ATTORNEYS-AT-LAW

401 Route 70 East, Suite 100 • Cherry Hill, New Jersey 08034

Tel: 856.429.5507 • Fax: 856.429.9036

www.mwm-law.com

John C. Miller, III

Email: jcmiller@mwm-law.com

Member of NJ & PA Bars

Our File #: 902.71448

April 10, 2008

To: Timothy R. Baney
4694 Shiloh Road
Woodland, PA 16881

Michelle L. Baney
4694 Shiloh Road
Woodland, PA 16881

Tenant/Occupant
4694 Shiloh Road
Woodland, PA 16881

From: IB Property Holdings, LLC
a Delaware Limited Liability Company
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146

We hereby give notice that Timothy R. Baney and Michelle L. Baney, are in default of their obligations under the Lease Agreement which was entered into on September 26, 2003 for property located at 180 Bell Lane, Woodland, Pa 16881. Timothy R. Baney and Michelle L. Baney have failed to fulfill their obligation under the written lease dated September 26, 2003 in the following particulars:

1. Failure to pay rent as of April 28, 2007.
2. \$2,787.42 is currently due and owing, and rent and fees continue to accrue.
(Monthly rental of \$177.91 since April 28, 2007 and late fees of \$400.00 accruing thirty (30) days after the date due.)

It is hereby demanded that Timothy R. Baney and Michelle L. Baney immediately cure their defaults by paying the amounts due and removing within ten (10) days of the date of receipt of this letter pursuant to 68 P.S. § 250.501 (b). Failure to do so shall require the Landlord to pursue any and all remedies he/she may have under the lease or at law with respect to your tenancy. Nothing contained in this letter shall constitute a waiver as to any rights Landlord may have under the lease or applicable law.

As a result of the foregoing defaults, Timothy R. Baney and Michelle L. Baney are hereby notified that said lease agreement is terminated and that Timothy R. Baney and Michelle L. Baney are to deliver possession of the leased premises to Landlord with ten (10) days of the date of receipt of this letter pursuant to 68 P.S. § 250.501 (b). If Timothy R. Baney and Michelle L. Baney fail to do so, legal proceedings will be instituted against Timothy R. Baney and Michelle L. Baney for the purpose of recovering possession of the leased premises as well as monetary damages, attorney fees and costs.

Very truly yours,

JOHN C. MILLER, III
For the Firm

JCM/Ir

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-860-CD

BAYVIEW LOAN SERVICING, LLC as servicer

vs

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT
COMPLAINT IN EJECTMENT

SERVICE # 1 OF 3

SERVE BY: 06/07/2008 HEARING: 104148

DEFENDANT: TIMOTHY R. BANEY
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 5/6/08

FILED
09:30AM
JUN 04 2008
S

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 6/4/2008 AT 9:25 AM / PM SERVED THE WITHIN

COMPLAINT IN EJECTMENT ON TIMOTHY R. BANEY, DEFENDANT

BY HANDING TO ~~TIMOTHY RANEY, MICHELLE BANEY, WIFE~~

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED NORTH SECOND STREET, CLEARFIELD, PA 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN EJECTMENT FOR TIMOTHY R. BANEY

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TIMOTHY R. BANEY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: RE Syda _____

Deputy Signature

RE Syda _____

Print Deputy Name

NO. 08-860-CD

*****ACCEPTANCE OF SERVICE*****

I accept service of the CIVIL PROCESS (on behalf of) Timothy Beney

and certify that I am authorized to do so.

8/4/2008
(Date)

Amberle J. Beney
(Authorized Agent)

4714 SHILOH ROAD, WOODLAND, PA 16881 - 853.2975
(Mailing Address)

1 NORTH SECOND STREET, CLEARFIELD, PA 16830
(Address where served)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-860-CD

BAYVIEW LOAN SERVICING, LLC as servicer

VS

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT
COMPLAINT IN EJECTMENT

SERVICE # 3 OF 3

SERVE BY: 06/07/2008

HEARING:

PAGE: 104148

FILED

09:30 AM
JUN 04 2008

DEFENDANT: TENANT/OCCUPANT
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: TENANT/OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

5/16/08 N/H

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 6/4/2008 AT 9:25 AM PM SERVED THE WITHIN

COMPLAINT IN EJECTMENT ON TENANT/OCCUPANT, DEFENDANT

BY HANDING TO MICHELLE BANEY

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 1 NORTH SECOND STREET, CLEARFIELD, PA 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN EJECTMENT FOR TENANT/OCCUPANT

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TENANT/OCCUPANT

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: RE Snyder

Deputy Signature

RE Snyder

Print Deputy Name

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

**PRAECIPE FOR JUDGMENT FOR POSSESSION,
FOR TERMINATION OF INSTALLMENT LAND CONTRACT FOR FAILURE TO ANSWER
AND FOR ASSESSMENT OF DAMAGES**

Kindly enter Judgment for Possession, for Termination of the Installment Land Contract, and for the damages amount of \$2,846.56, in favor of Plaintiff, Bayview Loan Servicing LLC, as Servicer for Bayview Financial Property Trust, and against the Defendants, Timothy R. Baney, Michelle L Baney and Tenant/Occupant, for failure to Answer Plaintiff's Complaint for Termination, Possession and for Money Judgment Pursuant to an Installment Land Contract (Civil Action Ejectment).

I hereby certify that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

Assess Damages as follows:

Monthly Installments of \$177.91	\$2,846.56
per month from April 28, 2007	
to August 13, 2008	

FILED *Any pd. \$20.00*
01/43/01
SEP 12 2008 *Notice to Defs.*
LM

William A. Shaw
Prothonotary/Clerk of Courts

Total Amount of Judgment \$2,846.56

MATTLEMAN, WEINROTH & MILLER

BY:

MARTIN S. WEISBERG, ESQUIRE
ATTORNEY I.D. NO.: 51520

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s) for possession, for termination of the Installment Land Contract and for damages which are assessed as above in the sum of \$2,846.56

DATE: September 12, 2008

PRO PROTHY: Willie Miller Jr.

MATTLEMAN, WEINROTH & MILLER
BY: JOHN C. MILLER III, ESQUIRE
Attorney I.D. No. 46450
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
File No.: 902.71448

TO: TIMOTHY R. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

Date of Notice: June 30, 2008

BAYVIEW LOAN SERVICING, LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
DOCKET NO. 2008-860-CD

PLAINTIFF,
vs.

TIMOTHY R. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

MICHELLE L. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

NOTICE, RULE 237.1

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, 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
CLEARFIELD COUNTY BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

MATTHEMAN, WEINROTH & MILLER



JOHN C. MILLER III ESQUIRE
ATTORNEY I.D. NO. 46450

MATTLEMAN, WEINROTH & MILLER
BY: JOHN C. MILLER III, ESQUIRE
Attorney I.D. No. 46450
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
File No.: 902.71448

TO: MICHELLE L. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

Date of Notice: June 30, 2008

BAYVIEW LOAN SERVICING, LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
DOCKET NO. 2008-860-CD

PLAINTIFF,
vs.

TIMOTHY R. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

MICHELLE L. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

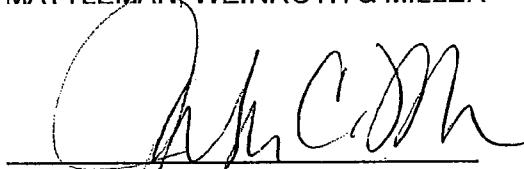
NOTICE, RULE 237.1
IMPORTANT NOTICE

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, 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
CLEARFIELD COUNTY BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

MATTLEMAN, WEINROTH & MILLER



JOHN C. MILLER III ESQUIRE
ATTORNEY I.D. NO. 46450

MATTLEMAN, WEINROTH & MILLER
BY: JOHN C. MILLER III, ESQUIRE
Attorney I.D. No. 46450
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
File No.: 902.71448

TO: TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

Date of Notice: June 30, 2008

BAYVIEW LOAN SERVICING, LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
DOCKET NO. 2008-860-CD

PLAINTIFF,
vs.

TIMOTHY R. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

MICHELLE L. BANEY
4694 SHILOH ROAD
WOODLAND, PA 16881

TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

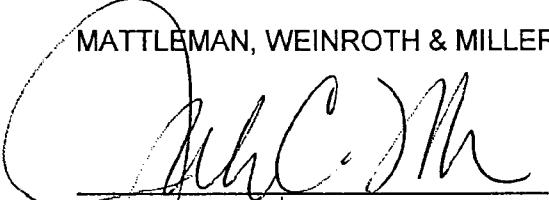
NOTICE, RULE 237.1
IMPORTANT NOTICE

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, 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
CLEARFIELD COUNTY BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

MATTLEMAN, WEINROTH & MILLER



John C. Miller III
ATTORNEY I.D. NO. 46450

COPY

MATTELMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

NOTICE PURSUANT TO
RULE 236

TO: Timothy R. Baney
4694 Shiloh Road
Woodland, PA 16881

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

Will Shahan 9/12/08

CIVIL ACTION COMPLAINT IN EJECTMENT -INSTALLMENT LAND CONTRACT
JUDGMENT BY DEFAULT

JUDGMENT FOR POSSESSION

IF YOU HAVE ANY QUESTION CONCERNING THIS NOTICE, PLEASE CALL:

MARTIN S. WEISBERG, ESQUIRE #51520
MATTELMAN, WEINROTH & MILLER
(856) 429-5507

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

copy

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

NOTICE PURSUANT TO
RULE 236

TO: Michelle L Baney
4694 Shiloh Road
Woodland, PA 16881

NOTICE

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

Prothonotary

Willie L. Baney 9/12/08

CIVIL ACTION COMPLAINT IN EJECTMENT -INSTALLMENT LAND CONTRACT
JUDGMENT BY DEFAULT

JUDGMENT FOR POSSESSION

IF YOU HAVE ANY QUESTION CONCERNING THIS NOTICE, PLEASE CALL:

MARTIN S. WEISBERG, ESQUIRE #51520
MATTLEMAN, WEINROTH & MILLER
(856) 429-5507

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

NOTICE PURSUANT TO
RULE 236

TO: Tenant/Occupant
4694 Shiloh Road
Woodland, PA 16881

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

Will Sherry 9/12/08

CIVIL ACTION COMPLAINT IN EJECTMENT -INSTALLMENT LAND CONTRACT
JUDGMENT BY DEFAULT

JUDGMENT FOR POSSESSION

IF YOU HAVE ANY QUESTION CONCERNING THIS NOTICE, PLEASE CALL:

MARTIN S. WEISBERG, ESQUIRE #51520
MATTLEMAN, WEINROTH & MILLER
(856) 429-5507

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

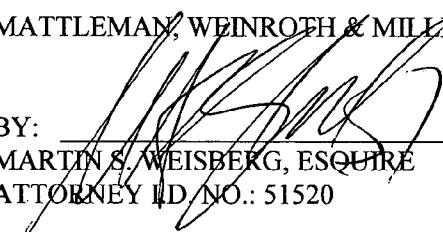
DOCKET NO. 2008-860-CD

PRAECIPE FOR
WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue Writ of Possession in the above matter, for possession of the property as listed below, a description of which is attached hereto.

MATTLEMAN, WEINROTH & MILLER

BY: 
MARTIN S. WEISBERG, ESQUIRE
ATTORNEY I.D. NO.: 51520

FILED Atty pd. 20.00
m/15/2008 SEP 12 2008 CC@6
LAW Writs w/prop.
William A. Shaw
Prothonotary/Clerk of Courts
desc. to
Sheriff

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET UX, AND
NOW OR FORMERLY OWNED BY HAROLD R. GREENE; THENCE BY THE
LINE OF LAND OF SAID GREENE, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.6 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-NINE ONE HUNDREDTHS
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619; THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THREE (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE
HUNDREDTHS (410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAINES; THENCE BY SAID
MAINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES NINE (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TENTHS (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CURVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHS FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHS (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.768 ACRES.

PARCEL ID NO.: 106-07-33

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

Copy

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following property to:

Bayview Loan Servicing LLC, as Servicer for Bayview Financial Property Trust

(See Legal Description Attached)

(2) To satisfy the costs against Defendants, you are directed to levy upon any property of Defendants and sell their interest therein.

Prothonotary

By: William J. Hause Jr.
Clerk

Date: 9/12/08

COURT OF COMMON PLEAS

NO. 2008-860-CD

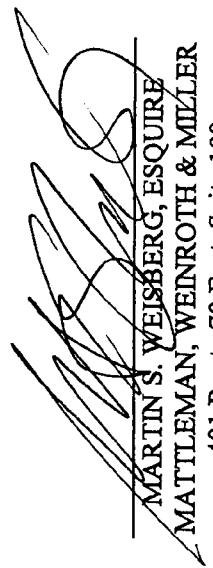
BAYVIEW LOAN SERVICING LLC, AS SERVICER FOR BAYVIEW FINANCIAL PROPERTY
TRUST

VS.

TIMOTHY R. BANEY
MICHELLE L. BANEY
TENANT/OCCUPANT

WRIT OF POSSESSION

Prothly Pd.	Costs	\$ <u>135.00</u>
Judgment Fee	\$	_____
Satisfaction Fee	\$	_____



MARTIN S. WEISBERG, ESQUIRE
MATTILEMAN, WEINROTH & MILLER
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034

(856) 429-5507
Attorney I.D. No.: 51520
Attorneys for Plaintiff

4694 Shiloh Road
Woodland, PA 16881

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET UX, AND
NOW OR FORMERLY OWNED BY HAROLD R. GREEN; THENCE BY THE
LINE OF LAND OF SAID GREEN, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.6 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-NINE ONE HUNDREDTHS
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619; THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THREE (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE
HUNDREDTHS (410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAHINES; THENCE BY SAID
MAHINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES WEST (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TENTHS (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CURVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHS FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHS (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.766 ACRES.

PARCEL ID NO.: 106-07-33

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

FILED
M 11:35 AM
SEP 12 2008
No CC
GTO

William A. Shaw
Prothonotary/Clerk of Courts

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

AFFIDAVIT OF
NON-MILITARY SERVICE

STATE OF NEW JERSEY :
SS
COUNTY OF CAMDEN :

I, Martin S. Weisberg, Esquire, Attorney at Law, being duly sworn according to law, upon my oath,
depose and say:

1. That the Defendant(s) is not in the Military Services of the United States of America or any other Country within the provision of the Soldiers' and Sailors' Civil Relief Act of Congress, as amended; and
2. That the Defendant(s) is at least 21 years of age and reside at:
 - (a). Timothy R. Baney, Michelle L Baney and Tenant/Occupant - 4694 Shiloh Road
Woodland, PA 16881

The Affidant has ascertained the foregoing information by personal inquiry and knowledge and makes this Affidavit with the authority.

Sworn and Subscribed to
before me this 27 day
of August, 2008.

MATTLEMAN WEINROTH & MILLER

MARTIN S. WEISBERG, ESQUIRE
ATTORNEY I.D. NO.: 51520

KERRI K. HOLIDAY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/24/2010

FILED NO CC
M 11:35 AM
SEP 12 2008 (G10)

William A. Shaw
Prothonotary/Clerk of Courts

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

AFFIDAVIT OF ADDRESS

STATE OF NEW JERSEY

SS

COUNTY OF CAMDEN

I, Martin S. Weisberg, III, Esquire, being duly sworn according to law, upon my oath, depose and say:

1. I certify that the Defendant's address for Timothy R. Baney is 4694 Shiloh Road, Woodland, PA 16881.
2. I certify that the Defendant's address for Michelle L. Baney is 4694 Shiloh Road, Woodland, PA 16881.
3. I certify that the Defendant's address for Tenant/Occupant is 4694 Shiloh Road, Woodland, PA 16881.
4. I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Sworn and Subscribed to
before me this 27 day
of August, 2008.

Kerri K. Holiday
KERRI K. HOLIDAY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/24/2010

MATTLEMAN, WEINROTH & MILLER

Martin S. Weisberg, Esquire
MARTIN S. WEISBERG, ESQUIRE
ATTORNEY I.D. NO.: 51520

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104148
NO: 08-860-CD
SERVICES 3
COMPLAINT IN EJECTMENT

PLAINTIFF: BAYVIEW LOAN SERVICING, LLC as servicer

vs.

DEFENDANT: TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MATTLEMAN	171338	30.00
SHERIFF HAWKINS	MATTLEMAN	171338	36.05

FILED

0/3:20LM
SEP 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-860-CD

BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust

vs

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT
WRIT OF POSSESSION

SERVE BY: 09/30/2008 ASR HEARING: PAGE: 104657

DEFENDANT: TIMOTHY R. BANEY
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

INFORM INDIVIDUAL(s) SERVED THAT
THEY HAVE TEN (10) DAYS FROM
DATE OF SERVICE TO VACATE
PREMISES

FILED

09/30/08
SEP 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 9/23/08 AT 11:32 AM PM SERVED THE WITHIN

WRIT OF POSSESSION ON TIMOTHY R. BANEY, DEFENDANT

BY HANDING TO Michelle Baney, wife

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 4694 Shiloh rd. Woodland Pa 16881

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR TIMOTHY R. BANEY

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TIMOTHY R. BANEY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-860-CD

BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust

vs

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT
WRIT OF POSSESSION

SERVICE # 3 OF 3

SERVE BY: 09/30/2008 ASAP HEARING: PAGE: 104657

DEFENDANT: TENANT/OCCUPANT
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

INFORM INDIVIDUAL(s) SERVED THAT
THEY HAVE **TEN (10) DAYS** FROM
DATE OF SERVICE TO VACATE
PREMISES

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: TENANT/OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

FILED

03/30/09
SEP 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 9/23/08 AT 11:31 AM SERVED THE WITHIN

WRIT OF POSSESSION ON TENANT/OCCUPANT, DEFENDANT

BY HANDING TO Michelle Baney owner

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 4694 Shiloh rd. Woodland Pa 16881

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR TENANT/OCCUPANT

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TENANT/OCCUPANT

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-860-CD

BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust

vs

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT
WRIT OF POSSESSION

SERVE BY: 09/30/2008 *ASAP*

HEARING:

PAGE: 104657

FILED

09/30/08

SEP 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: MICHELLE L. BANEY
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

INFORM INDIVIDUAL(s) SERVED THAT
THEY HAVE TEN (10) DAYS FROM
DATE OF SERVICE TO VACATE
PREMISES

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 9/23/08 AT 1132 AM / PM SERVED THE WITHIN

WRIT OF POSSESSION ON MICHELLE L. BANEY, DEFENDANT

BY HANDING TO Michelle Baney, Self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 4694 Shiloh rd. Woodland Pa 16881

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR MICHELLE L. BANEY

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MICHELLE L. BANEY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104657
NO. 08-860-CD
SERVICES 3
WRIT OF POSSESSION

PLAINTIFF: BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust
VS.

DEFENDANT: TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MATTEMAN	175043	30.00
SHERIFF HAWKINS	MATTEMAN	175043	35.85

FILED
03/35 LM
OCT 01 2008
S
William A. Shaw
Prothonotary/Clerk of Courts
LM

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins
Sheriff

MATTELMAN, WEINROTH & MILLER
 BY: MARTIN S. WEISBERG, ESQUIRE
 Attorney I.D. No.: 51520
 401 Route 70 East, Suite 100
 Cherry Hill, NJ 08034
 (856) 429-5507
 Attorneys for Plaintiff
 Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
 SERVICER FOR BAYVIEW FINANCIAL
 PROPERTY TRUST

PLAINTIFF
 VS.

TIMOTHY R. BANEY
 MICHELLE L BANEY
 TENANT/OCCUPANT
 4694 SHILOH ROAD
 WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
 CIVIL DIVISION
 CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following property to:

Bayview Loan Servicing LLC, as Servicer for Bayview Financial Property Trust

(See Legal Description Attached)

(2) To satisfy the costs against Defendants, you are directed to levy upon any property of Defendants and sell their interest therein.

Received this writ this 12 day
 of Sept A.D. 2008
 At 3:00 A.M. P.M.

Chet A. Haupas
 Sheriff Marilyn Haupas

Prothonotary

By: Willie M. B.A.
 Clerk

Date: 9/12/08

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET UX, AND
NOW OR FORMERLY OWNED BY HAROLD R. GREEN; THENCE BY THE
LINE OF LAND OF SAID GREEN, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.6 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-EIGHT ONE HUNDREDTHS
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619; THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THIRTY (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE
HUNDREDTHS (410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAINES; THENCE BY SAID
MAINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES NINE (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TENTHS (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CURVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHS FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHS (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.768 ACRES.

PARCEL ID NO.: 106-07-33

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

DOCKET NO. 2008-860-CD

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following property to:

Bayview Loan Servicing LLC, as Servicer for Bayview Financial Property Trust

(See Legal Description Attached)

(2) To satisfy the costs against Defendants, you are directed to levy upon any property of Defendants and sell their interest therein.

Received this writ this 12 day
of Sept A.D. 2008
At 3:00 A.M./P.M.

Chester A. Hamlin
Sheriff by Maryann Hamlin

Prothonotary

By: Willie Ellman BA
Clerk

Date: 9/2/08

COURT OF COMMON PLEAS

NC: 2008-860-CD

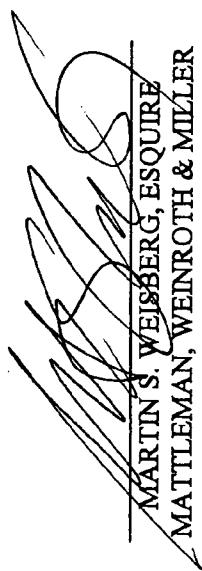
BAYVIEW LOAN SERVICING LLC, AS SERVICER FOR BAYVIEW FINANCIAL PROPERTY
TRUST

VS.

TIMOTHY R. BANEY
MICHELLE L. BANEY
TENANT/OCCUPANT

WRIT OF POSSESSION

	Costs
Prothly Pd.	\$ <u>135.00</u>
Judgment Fee	\$ _____
Satisfaction Fee	\$ _____



MARTIN S. WEISBERG, ESQUIRE
MATTLEMAN, WEINROTH & MILLER

401 Route 70 East, Suite 100

Cherry Hill, NJ 08034

(856) 429-5507

Attorney I.D. No.: 51520
Attorneys for Plaintiff

4694 Shiloh Road
Woodland, PA 16881

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET UX, AND
NOW OR FORMERLY OWNED BY HAROLD R. GREEN; THENCE BY THE
LINE OF LAND OF SAID GREEN, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.5 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-EIGHT ONE HUNDREDTHIRTY
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619; THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THREE (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE
HUNDREDTHIRTY (410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAINES; THENCE BY SAID
MAINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES WEST (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TENTHES (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CURVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHIRTY FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHIRTY (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.768 ACRES.

PARCEL ID NO.: 106-07-33

MATTELMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

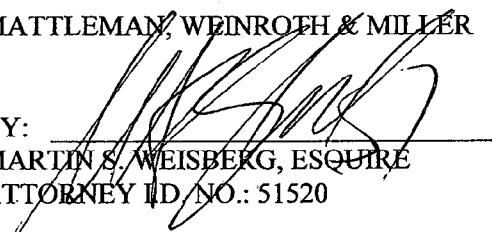
DOCKET NO. 2008-860-CD

PRAECEIPE FOR
WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue Writ of Possession in the above matter, for possession of the property as listed below, a description of which is attached hereto.

MATTELMAN, WEINROTH & MILLER

BY: 
MARTIN S. WEISBERG, ESQUIRE
ATTORNEY I.D. NO.: 51520

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

SEP 12 2008

Attest.



William L. Brown
Prothonotary/
Clerk of Courts

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
HEADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET AL, AND
NOW OR FORMERLY OWNED BY HAROLD R. GREEN; THENCE BY THE
LINE OF LAND OF SAID GREEN, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.6 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-NINE ONE HUNDREDTHS
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619, THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THREE (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE
HUNDREDTHS (410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAINES; THENCE BY SAID
MAINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES NINE (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TENTH (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CURVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHS FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHS (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.768 ACRES.

PARCEL ID NO.: 106-07-33

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

TO THE PROTHONOTARY:

Kindly re-issue Writ of Possession in the above matter, for possession of the property as listed below, a description of which is attached hereto.

MATTLEMAN, WEINROTH & MILLER

BY:

MARTIN S. WEISBERG, ESQUIRE
ATTORNEY I.D. NO.: 51520

5

William A. Shaw
Prothonotary/Clerk of Courts

FILED 1CC43wnts
M 12/11/2009
FEB 17 2009
oldesc. to Sheriff

Any pd. 20.00

(60)

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET UX, AND
NOW OR FORMERLY OWNED BY HAROLD E. GREEN; THENCE BY THE
LINE OF LAND OF SAID GREEN, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.6 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-NINE ONE HUNDREDTHS
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619; THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THREE (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE HUNDREDTHS
(410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAHINES; THENCE BY SAID
MAINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES NINE (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TEENTHS (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CURVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED
THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED
TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHS FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHS (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.768 ACRES.

PARCEL ID NO.: 106-07-33

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorneys for Plaintiff
Our File No.: 902.71448

Copy

BAYVIEW LOAN SERVICING LLC, AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

PLAINTIFF
VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT
4694 SHILOH ROAD
WOODLAND, PA 16881

DEFENDANT(S)

TO THE SHERIFF OF CLEARFIELD COUNTY:

- (1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following property to:

Bayview Loan Servicing LLC, as Servicer for Bayview Financial Property Trust

(See Legal Description Attached)

- (2) To satisfy the costs against Defendants, you are directed to levy upon any property of Defendants and sell their interest therein.

Prothonotary

By: _____

Clerk

Date: 21.7.09

COURT OF COMMON PLEAS

NO: 2008-860-CD

BAYVIEW LOAN SERVICING LLC, AS SERVICER FOR BAYVIEW FINANCIAL PROPERTY
TRUST

VS.

TIMOTHY R. BANEY
MICHELLE L BANEY
TENANT/OCCUPANT

WRIT OF POSSESSION

	Costs
Prothy Pd.	\$ <u>155.00</u>
Judgment Fee	\$ _____
Satisfaction Fee	\$ _____


MARTIN S. WEISBERG, ESQUIRE
MATTLEMAN, WEINROTH & MILLER
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
(856) 429-5507
Attorney I.D. No.: 51520
Attorneys for Plaintiff

4694 Shiloh Road
Woodland, PA 16881

WHERE PAPERS MAY BE SERVED

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN
BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF
PENNSYLVANIA STATE HIGHWAY, LEG. ROUTE NUMBER 17055 BEING
THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF LAND
CONVEYED BY ELEANOR SHORT TO LARRY C. WALKER, ET UX, AND
NOW OR FORMERLY OWNED BY HAROLD R. GREEN; THENCE BY THE
LINE OF LAND OF SAID GREEN, NORTH EIGHTY-SIX (86) DEGREES
THIRTY (30) MINUTES EAST, PASSING THROUGH A 1 INCH DIAMETER
IRON PIN AT 16.5 FEET FROM THE BEGINNING OF THIS COURSE,
AND CONTINUING ON AND PASSING THROUGH ANOTHER 1 INCH
DIAMETER IRON PIN 18 FEET FROM THE END OF THIS COURSE FOR A
TOTAL OF FIVE HUNDRED THIRTY AND TWENTY-NINE ONE HUNDREDTHS
(530.29) FEET TO A POINT IN THE APPROXIMATE CENTER LINE OF
TOWNSHIP ROUTE NUMBER T-619, THENCE BY THE APPROXIMATE
CENTER LINE OF TOWNSHIP ROUTE NUMBER T-619, SOUTH THREE (3)
DEGREES, EIGHTEEN (18) MINUTES WEST, CUTTING ACROSS THE
PARTIAL WIDTH OF SAID ROAD AT THE CURVE AND FOR A SHORT
DISTANCE BEYOND, FOR A DISTANCE OF TEN AND SEVENTY-FOU ONE
HUNDREDTHS (410.74) FEET TO AN IRON PIN, BEING THE CORNER
OF LAND NOW OR FORMERLY OF MATTHEW MAHINES; THENCE BY SAID
MAHINES, AND CUTTING BACK ACROSS THE PARTIAL WIDTH OF SAID
APPROXIMATE CENTERLINE OF SAID ROAD AND ALONG THE SAME,
SOUTH EIGHTY-FIVE (85) DEGREES NINE (9) MINUTES WEST FOR A
DISTANCE OF THREE HUNDRED SIXTY-FOUR AND TWO-TENTHS (364.2)
FEET TO AN IRON PIN DRIVEN IN THE APPROXIMATE CENTERLINE OF
THE PAVING OF THE AFOREMENTIONED PENNSYLVANIA STATE HIGHWAY
LEG. ROUTE NUMBER 17055; THENCE BY THE APPROXIMATE
CENTERLINE OF SAID HIGHWAY, THE VARIOUS CLEVES AND TANGENTS
THE CHORDS OF THE CURVE WHICH ARE NORTH EIGHTEEN (18)
DEGREES THIRTY-FIVE (35) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED THIRTY-EIGHT (138.0) FEET, NORTH SIXTEEN (16)
DEGREES FORTY-SIX (46) MINUTES WEST FOR A DISTANCE OF ONE
HUNDRED TWENTY-FOUR AND FORTY-SIX ONE HUNDREDTHS FEET AND
BY THE TANGENT NORTH TWENTY-ONE (21) DEGREES THIRTY-NINE
(39) MINUTES WEST FOR A DISTANCE OF ONE HUNDRED SEVENTY AND
FORTY-EIGHT ONE HUNDREDTHS (170.48) FEET TO THE PLACE OF
BEGINNING.

CONTAINING IN ALL 4.205 ACRES AND AFTER DEDUCTIONS OF ROAD
RIGHTS OF WAY OF 3.768 ACRES.

PARCEL ID NO.: 106-07-33

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-860-CD

BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust

vs

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT
WRIT OF POSSESSION

SERVICE # 1 OF 35

FILED

03.45 LM

FEB 20 2009

SERVE BY: 02/27/2009 ASAP HEARING: PAGE: 105281

DEFENDANT: TIMOTHY R. BANEY
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

William A. Shaw
Prothonotary/Clerk of Courts
INFORM INDIVIDUAL(s) SERVED THAT
THEY HAVE TEN (10) DAYS FROM
DATE OF SERVICE TO VACATE
PREMISES

SHERIFF'S RETURN

NOW, 2/20/09 AT 10:30 AM / PM SERVED THE WITHIN

WRIT OF POSSESSION ON TIMOTHY R. BANEY, DEFENDANT

BY HANDING TO Ray Maines, father of Michelle

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 4694 Shiloh rd Woodland Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR TIMOTHY R. BANEY

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TIMOTHY R. BANEY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED

FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-860-CD

BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust

VS

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT

WRIT OF POSSESSION

SERVE BY: 02/27/2009 *ASAP* HEARING: PAGE: 105281

DEFENDANT: MICHELLE L. BANEY
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

SERVICE # 2 OF 3

5
FILED

9/3/45pm
FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

INFORM INDIVIDUAL(S) SERVED THAT
THEY HAVE TEN (10) DAYS FROM
DATE OF SERVICE TO VACATE
PREMISES

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 2-20-09 AT 1030 AM / PM SERVED THE WITHIN

WRIT OF POSSESSION ON MICHELLE L. BANEY, DEFENDANT

BY HANDING TO Ray Maines, Father

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 4694 Shiloh rd Woodland Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR MICHELLE L. BANEY

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK;

I MAKE RETURN OF **NOT FOUND** AS TO MICHELLE L. BANEY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF February 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Chester A. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

6801

PS-05-5

RECEIVED

RECEIVED
MAY 11 2009

St. Lawrence County FILED

FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-860-CD

BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust

vs

TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT
WRIT OF POSSESSION

SERVICE # 3 OF 3

FILED

9345cm
FEB 20 2009

William A. Shaw

Clearfield County Clerk of Courts

SERVE BY: 02/27/2009 ASAP HEARING: PAGE: 105281

DEFENDANT: TENANT/OCCUPANT
ADDRESS: 4694 SHILOH ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: TENANT/OCCUPANT

INFORM INDIVIDUAL(s) SERVED THAT
THEY HAVE TEN (10) DAYS FROM
DATE OF SERVICE TO VACATE
PREMISES

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 2/20/09 AT 3:30 AM / PM SERVED THE WITHIN

WRIT OF POSSESSION ON TENANT/OCCUPANT, DEFENDANT

BY HANDING TO Bay Maines

Father of Michelle

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 4694 Shiloh rd. Woodland Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR TENANT/OCCUPANT

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TENANT/OCCUPANT

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF February 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

FILED

FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO. 08-860-CD

BAYVIEW LOAN SERVICING LLC

-vs-

TIMOTHY R. BANEY & MICHELLE L. BANEY

Page: 105281

SHERIFF'S RETURN --- POSSESSION/LOCKOUT

FILED
03:10pm
MAR 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT (s): TIMOTHY R. BANEY & MICHELLE BANEY

Person Served: Ray Maines

ADDRESS: 4694 SHILOH ROAD

WOODLAND, PA.

POSSESSION SERVED: 2/20/2009 SERVED BY: HUNTER

POSSESSION/LOCKOUT DATE: March 27, 2009 @ 10:00 AM

POSSESSION/LOCKOUT COMPLETED: Date: _____ Time: _____

COMMENTS: Canceled @ 9:59 am

SWORN TO BEFORE ME THIS

____ DAY OF _____

So Answers, CHESTER A. HAWKINS,
SHERIFF

BY:

George F. Dehaven
Deputy Signature

George F. Dehaven
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO. 08-860-CD

BAYVIEW LOAN SERVICING LLC

-vs-

TIMOTHY R. BANEY & MICHELLE L. BANEY

Page: 105281

SHERIFF'S RETURN --- POSSESSION/LOCKOUT

FILED

10:30AM
MAR 31 2009



DEFENDANT (s): TIMOTHY R. BANEY & MICHELLE BANEY William A. Shaw
Prothonotary/Clerk of Courts

Person Served: Ray Maines

ADDRESS: 4694 SHILOH ROAD

WOODLAND, PA.

POSSESSION SERVED: 2/20/2009 SERVED BY: HUNTER

POSSESSION/LOCKOUT DATE: MARCH 12, 2009

POSSESSION/LOCKOUT COMPLETED: Date: _____ Time: _____

COMMENTS: Locksmith did not show up
3-12-09 Hunter

SWORN TO BEFORE ME THIS

So Answers, CHESTER A. HAWKINS,
SHERIFF

____ DAY OF _____

BY:

Chester A. Hawkins
Deputy Signature
by Marilyn Harris

Print Deputy Name

MATTLEMAN, WEINROTH & MILLER
BY: MARTIN S. WEISBERG, ESQUIRE
Attorney I.D. No.: 51520
401 Route 70 East, Suite 100
Cherry Hill, NJ 08034
Telephone: (856) 429-5507
Facsimile: (856) 964-0156
Attorneys for Plaintiff

File No.: 902-
71448

IB PROPERTY HOLDINGS, LLC AS
SERVICER FOR BAYVIEW FINANCIAL
PROPERTY TRUST

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

PLAINTIFF

DOCKET NO.: 2008-860-CD

vs.

TIMOTHY R. BANEY
MICHELLE L. BANEY
TENANTS/OCCUPANTS
4694 SHILOH ROAD
WOODLAND PA 16881

PRAECIPE TO VACATE
JUDGMENT, DISCONTINUE
AND END

Defendants

cc, 1 Ce A
of disc a
12.10pm
APR 27 2009 Court of
sat issued
William A. Shaw
Prothonotary/Clerk of Courts Weisberg

TO THE PROTHONOTARY:

Kindly vacate the default judgment, entered September 12, 2008, discontinue and end
the above captioned foreclosure action without prejudice.

DATE: 4. 2. 09

BY:

MATTLEMAN, WEINROTH & MILLER

MARTIN S. WEISBERG, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



**Bayview Loan Servicing, LLC
Bayview Financial Property Trust**

Vs.

**Timothy R. Baney
Michelle L. Baney
Tenant/occupant**

No. 2008-00860-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 27, 2009, marked:

Discontinued and ended without prejudice

Record costs in the sum of \$155.00 have been paid in full by John C. Miller II Esq.
Record costs in the sum of \$7.00 have been paid in full by Martin S. Weisberg Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of April A.D. 2009.

William A. Shaw, Prothonotary

1000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105281
NO: 08-860-CD
SERVICES 3
WRIT OF POSSESSION

PLAINTIFF: BAYVIEW LOAN SERVICING LLC, as servicer for Bayview Financial Property Trust
vs.

DEFENDANT: TIMOTHY R. BANEY, MICHELLE L. BANEY, TENANT/OCCUPANT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MATTEMAN	179764	30.00
SHERIFF HAWKINS	MATTEMAN	179764	70.00
SHERIFF HAWKINS	MATTEMAN	181386	36.50

FILED
10:22 AM
AUG 04 2009
WM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2009



Chester A. Hawkins
Sheriff