

08-2246-CD  
Countywide Home vs Thomas Lidgett

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**FILED**<sup>2</sup>  
NOV 21 2008  
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William A. Shaw  
Prothonotary/Clerk of Courts  
2 CASE TO ATT  
3 CASE TO SUP

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010**

Countrywide Home Loans Servicing LP  
1800 Tapo Canyon Road  
Mail Stop #SV-103  
Simi Valley, California 93063

Clearfield County  
Court of Common Pleas

Number **2008-2246-CD**

v.

Thomas Lidgett  
420 Church St  
Morrisdale, Pennsylvania 16858

**CIVIL ACTION/MORTGAGE FORECLOSURE**

## NOTICE

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

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

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

Dave Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas 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 defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, 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.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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(814) 765-2641 x 5982

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Countrywide Home Loans Servicing LP, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Thomas Lidgett, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 420 Church St, Morrisdale, Pennsylvania 16858.
3. On June 15, 2004, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender which mortgage is recorded in the Office of the Recorder of Clearfield County in Instrument #200409659.
4. The aforesaid mortgage was thereafter assigned by Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender to Countrywide Home Loans Servicing LP, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.
5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 420 Church Street, Morrisdale, Pennsylvania 16858.
6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 1, 2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$	119,804.56
Interest through September 30, 2008 (Plus \$22.88 per diem thereafter)	\$	3,477.76
Attorney's Fee	\$	1,250.00
Late Charges	\$	206.30
Corporate Advance	\$	15.00
Escrow Advance	\$	6,800.79
<u>GRAND TOTAL</u>	\$	<u>131,554.41</u>

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$131,554.41, together with interest at the rate of \$22.88 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

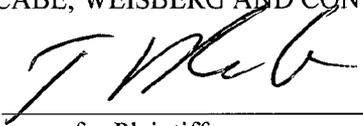
EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder**  
**Christine Inlow - Chief Deputy**  
P.O. Box 361  
North Second Street, Suite 103  
Clearfield, Pennsylvania 16830



**\*RETURN DOCUMENT TO:**

**UNLIMITED REAL EST SERVICES INC**  
331 E. MARKET ST.  
CLEARFIELD, PA 16830  
ATTN: JENNIFER MICHAELS

**Instrument Number - 200409659**  
**Recorded On 6/16/2004 At 10:10:40 AM**  
**\* Instrument Type - MORTGAGE**  
**\* Total Pages - 18**  
**Invoice Number - 112625**  
**\* Mortgagor - LIDGETT, THOMAS**  
**\* Mortgagee - AMERICA'S WHOLESALE LENDER**  
**\* Customer - UNLIMITED REAL EST SERVICES INC**

**\* FEES**  
STATE WRIT TAX                    \$0.50  
JCS/ACCESS TO JUSTICE       \$10.00  
RECORDING FEES -               \$39.00  
RECORDER  
RECORDER IMPROVEMENT       \$3.00  
FUND  
COUNTY IMPROVEMENT FUND   \$2.00  
TOTAL                                \$54.50

**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**

**Exhibit A**

**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.**

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
JUDITH WALDNER

Parcel Number:

[Space Above This Line For Recording Data]

LIDGETT

00005654664906004

[Escrow/Closing #]

[Doc ID #]

## MORTGAGE

MIN 1000157-0003757219-1

### 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 JUNE 15, 2004, together with all Riders to this document.

(B) "Borrower" is  
THOMAS LIDGETT, A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

Initials: J.L.

Form 3039 1/01

 -6A(PA) (0206)  
CONV/VA

CHL (06/02)(d) VMP MORTGAGE FORMS - (800)521-7291



\* 2 3 9 9 1 \*



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(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

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

(E) "Note" means the promissory note signed by Borrower and dated JUNE 15, 2004

The Note states that Borrower owes Lender

ONE HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED and 00/100

Dollars (U.S. \$ 125,600.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2034

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

(G) "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.

(H) "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"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY

of

CLEARFIELD

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

420 CHURCH STREET, MORRISDALE

[Street/City]

Pennsylvania 16858 ("Property Address");

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for

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Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized 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

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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.

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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

DOC ID #: 00005654664906004

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.

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**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.

Witnesses:

 \_\_\_\_\_ (Seal)  
THOMAS LIDGETT \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

DOC ID #: 00005654664906004

Certificate of Residence

I, **Jennifer A. Michaels**, do hereby certify that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this **15th** day of **June, 2004**

*Jennifer A Michaels*  
Agent of Mortgagee

**COMMONWEALTH OF PENNSYLVANIA,** **CLEARFIELD** County ss:

On this, the **15th** day of **June, 2004**, before me, the undersigned officer, personally appeared **Thomas Lidgett**

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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

NOTARIAL SEAL  
JENNIFER A. MICHAELS, NOTARY PUBLIC  
CLEARFIELD BORO., CLEARFIELD COUNTY  
MY COMMISSION EXPIRES JUNE 17, 2007

*Jennifer A Michaels*  
Notary Public  
Title of Officer



GA(PA) (0206) CHL (06/02)

Prepared by: JUDITH WALDNER

AMERICA'S WHOLESALE LENDER

DATE: 06/15/2004  
CASE #:  
DOC ID #: 00005654664906004  
BORROWER: THOMAS LIDGETT  
PROPERTY ADDRESS: 420 CHURCH STREET  
MORRISDALE, PA 16858

Branch #: 0000990  
730 HOLIDAY DRIVE FL 4, BLDG 8  
PITTSBURGH, PA 15220  
Phone: (412)920-1000  
Br Fax No.: (412)920-1050

LEGAL DESCRIPTION EXHIBIT A

ALL that certain tract of land situated in Morris Township, the County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point in center of Township Road on line of land of Morrisdale Coal Company; thence by center of said Road in a northerly direction, five hundred and eighty-seven (587) minutes to a corner of land now or formerly fo George Strange; thence by line of same South sixty (60) degrees one hundred seventy-four (174) minutes East to a post; thence by line of land of the aforesaid George Strange fifty degrees two hundred and fifteen (215) minutes East to post corner of lands now or formerly of Antonio Bruno, to the center of a public alley; thence by lands now or formerly of Antonio Bruno South eighty-five (85) degrees two hundred and seventy-two (272) minutes East to corner of lands now or formerly of William Chilcote; thence by lands of the said William Chilcote South five (5) degrees seven hundred and forty-five (745) minutes West to a corner of lands now or formerly of the Morrisdale Coal Company; thence by line of land of the Morrisdale Coal Company North eighty-five (85) degrees four hundred and forty-three (443) minutes West and to the place of beginning, and containing six and eighty-two one hundredths (6.82/100) acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 124-Q10-000-00312.

**BEING** the same premises as were conveyed to Thomas Lidgett, a single adult individual, by Deed of Gregory A. Dixon and Lori L. Dixon, husband and wife, dated June 15, 2004 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200409658

FHAVA/CONV  
• Legal Description Exhibit A  
1C404-XX (04/03)(d)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2246-CD

COUNTRYWIDE HOME LOANS SERVICING LP  
vs  
THOMAS LIDGETT

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 12/21/2008 HEARING: PAGE: 104973

DEFENDANT: THOMAS LIDGETT  
ADDRESS: 420 CHURCH ST. 7  
MORRISDALE, PA 16858

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

5  
**FILED**  
01312431  
DEC 02 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS \_\_\_\_\_

**SHERIFF'S RETURN**

NOW, 12/2/08 AT 1007 AM PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS LIDGETT, DEFENDANT

BY HANDING TO Mary Lidgett, mother

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

ADDRESS SERVED 2155 Morrisdale Allpat Hwy Morrisdale Pa

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR THOMAS LIDGETT

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO THOMAS LIDGETT

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]  
Deputy Signature

S. Hunter  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2246-CD

COUNTRYWIDE HOME LOANS SERVICING LP  
vs  
THOMAS LIDGETT

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 12/21/2000 HEARING: PAGE: 104973

DEFENDANT: THOMAS LIDGETT  
ADDRESS: 2155 MORRISDALE ALLPORT HWY.  
PHILIPSBURG, PA 16866

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS \_\_\_\_\_

FILED  
013:2401  
DEC 02 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 12/2/08 AT 1007 (AM) PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE - ON THOMAS LIDGETT, DEFENDANT

BY HANDING TO Mary Lidgett, mother

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

ADDRESS SERVED 2155 Morrisdale / Allport Hwy Pa

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR THOMAS LIDGETT

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO THOMAS LIDGETT

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]  
Deputy Signature

S. Hunter

Print Deputy Name

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

5  
**FILED**  
m/11:50 am  
JAN 13 2009  
Pd \$20.00  
AAA  
ICC +  
Notice to debt  
ICC + statement  
to Atty.  
LM

William A. Shaw

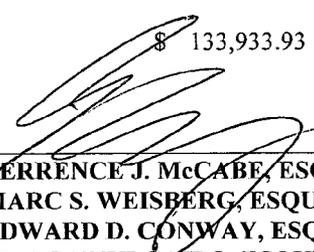
Prothonotary/Clerk of Courts

**ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendant in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

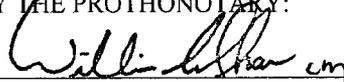
Principal	\$ 131,554.41
Interest from 10/01/08 to 01/12/09	\$ 2,379.52
Total	\$ 133,933.93

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE  
Attorneys for Plaintiff

AND NOW, this 13<sup>th</sup> day of January, 2009, Judgment is entered in favor of Plaintiff,

Countrywide Home Loans Servicing LP, and against Defendant, Thomas Lidgett, and damages are assessed in the amount of \$133,933.93, plus interest and costs.

BY THE PROTHONOTARY:



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD

The undersigned, being duly sworn according to law, deposes and says that the Defendant, Thomas Lidgett, is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendant, Thomas Lidgett, is over eighteen (18) years of age, and reside as follows:

Thomas Lidgett  
2155 Morrisdale Allport Hwy  
Philipsburg, Pennsylvania 16866

SWORN AND SUBSCRIBED  
BEFORE ME THIS 12th DAY  
OF JANUARY, 2009

*Stacey M. O'Connell*  
NOTARY PUBLIC

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
STACEY M. O'CONNELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires July 10, 2012

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

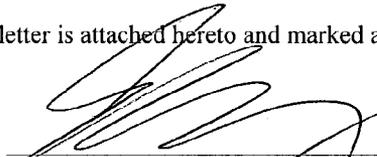
Number 2008-2246-CD

**CERTIFICATION**

The undersigned hereby certifies that he is the attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendant that judgment would be entered against him/her within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

SWORN AND SUBSCRIBED  
BEFORE ME THIS 12th DAY  
OF JANUARY, 2009

*Stacey M. O'Connell*  
NOTARY PUBLIC

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
STACEY M. O'CONNELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires July 10, 2012

**VERIFICATION**

The undersigned hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.



---

**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**ANDREW L. MARKOWITZ, ESQUIRE**  
Attorneys for Plaintiff

**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, Pennsylvania 16830**

**William A. Shaw  
Prothonotary**

December 29, 2008

To: Thomas Lidgett  
2155 Morrisdale Allport Hwy  
Philipsburg, Pennsylvania 16866

EXHIBIT A

Countrywide Home Loans Servicing LP

Clearfield County  
Court of Common Pleas

vs.

Thomas Lidgett

Number 2008-2246-CD

**NOTICE, RULE 237.5  
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

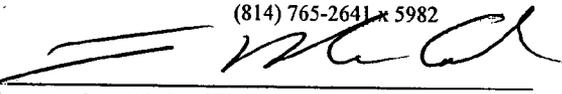
**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECCIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

BY: 

**Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
FRANK DUBIN, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE**

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830

COPY

Prothonotary

To: Thomas Lidgett  
2155 Morrisdale Allport Hwy  
Philipsburg, Pennsylvania 16866

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 2008-2246-CD

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the above proceeding as indicated below.

*William L. ...*

Prothonotary

1-13-09

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,

P.C. at (215) 790-1010.

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

Countrywide Home Loans Servicing LP  
Plaintiff(s)

No.: 2008-02246-CD

Real Debt: \$133,933.93

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Thomas Lidgett  
Defendant(s)

Entry: \$20.00

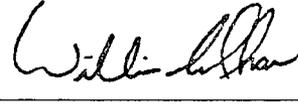
Instrument: Default Judgment

Date of Entry: January 13, 2009

Expires: January 13, 2014

COPY

Certified from the record this January 13, 2009



zm

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP  
  
Plaintiff  
  
v.  
  
Thomas Lidgett  
  
Defendant

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

NO: 2008-2246-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 420 Church Street, Morrisdale, Pennsylvania 16858, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owner or Reputed Owner

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

2. Name and address of Defendant in the judgment:

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

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

Name	Address
Plaintiff herein	

FILED NO CC  
mls/5581  
FEB 17 2009 (60)

William A. Shaw  
Prothonotary/Clerk of Courts

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

Name	Address
Plaintiff herein	
Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender	P.O. Box 660694 Dallas, Texas 75266-0694
Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender	P.O. Box 2026 Flint, Michigan 48501-2026

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 which may be affected by the sale:

Name	Address
NONE	

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	420 Church Street Morrisdale, Pennsylvania 16858
Commonwealth of Pennsylvania	Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Revenue Bureau of  
Compliance

Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

United States of America

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the  
Western District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name	Address
NONE	

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.

Section 4904 relating to unsworn falsification to authorities.

February 11, 2009  
DATE

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COAL COMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING.

PARCEL NO. 124-Q10-000-00312

BEING THE SAME PREMISES WHICH GREGORY A. DIXON AND LORI L. DIXON, HUSBAND AND WIFE, BY DEED DATED 06-15-04 AND RECORDED 06-16-04 IN THE OFFICE OF THE RECORD OF DEEDS IN AND FOR THE COUNTY OF CLEARFIELD AS INSTRUMENT NO. 200409658, GRANTED AND CONVEYED UNTO THOMAS LIDGETT, A SINGLE MAN.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THE NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO 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.

TAX I.D. #: 124-Q10-000-00312

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

**FILED**

**FEB 17 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183, 3257

Countrywide Home Loans Servicing LP  
Plaintiff  
v.  
Thomas Lidgett  
Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_  
Orig. No. 2008-2246-CD

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

- 1. Directed to the Sheriff of Clearfield County, Pennsylvania..
- 2. Against Thomas Lidgett, and
- 3. Against \_\_\_\_\_ Garnishee(s);
- 4. And index this writ
  - a. Against Thomas Lidgett defendant
  - b. Against \_\_\_\_\_ Garnishee(s)

As a lis pendens against the real property of the defendant in the name of Garnishee(s) as follows:  
(Specifically described property)\*  
420 Church Street, Morrisdale, Pennsylvania 16858

5. Amount Due \$133,933.93  
Interest from 01/13/09 to \_\_\_\_\_ \$  
plus \$22.02 per diem thereafter  
Total \$ 135.00 Prothonotary costs

Dated \_\_\_\_\_

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

FILED  
m 13:00  
FEB 17 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 20.00  
w/prop desc.  
to Sheriff

**FILED**

**FEB 17 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Exec. No. 2008-2246-CD Term,     

Orig. No.                                     

Countrywide Home Loans Servicing LP

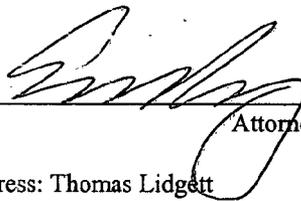
v.

Thomas Lidgett

---

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Filed:



Attorney for Plaintiff(s)

Address: Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Where papers may be served.

also by: [unclear]

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246-CD

CERTIFICATE

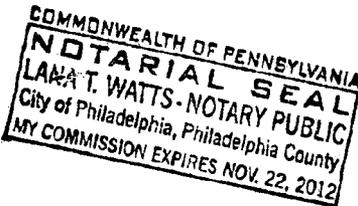
The undersigned, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

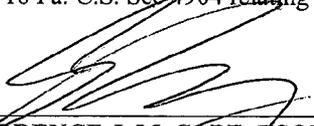
- ( ) An FHA insured mortgage
- ( ) Non-owner occupied
- ( ) Vacant
- (X) Act 91 procedures have been fulfilled.

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

SWORN AND SUBSCRIBED  
BEFORE ME THIS 11<sup>TH</sup> DAY  
OF FEBRUARY, 2009

NOTARY PUBLIC



  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

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

COPY

Countrywide Home Loans Servicing LP  
Plaintiff  
v.  
Thomas Lidgett  
Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-2246-CD

Commonwealth of Pennsylvania :  
: SS.  
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

All real property and improvements thereon located at:  
**420 Church Street, Morrisdale, Pennsylvania 16858**

Amount Due	\$ 133,93.93
Interest from 1/13/09 to DATE OF SALE @ \$22.02 per diem	\$
Costs	\$ 135.00 Prothonotary costs
Total	\$ _____ Plus costs as endorsed.

Dated: 2/17/09  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: William L. ...  
Deputy

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COAL COMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING.

PARCEL NO. 124-Q10-000-00312

BEING THE SAME PREMISES WHICH GREGORY A. DIXON AND LORI L. DIXON, HUSBAND AND WIFE, BY DEED DATED 06-15-04 AND RECORDED 06-18-04 IN THE OFFICE OF THE RECORD OF DEEDS IN AND FOR THE COUNTY OF CLEARFIELD AS INSTRUMENT NO. 200409658, GRANTED AND CONVEYED UNTO THOMAS LIDGETT, A SINGLE MAN.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THE NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO 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.

TAX I.D. #: 124-Q10-000-00312

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP  
  
Plaintiff  
  
v.  
  
Thomas Lidgett  
  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

**AFFIDAVIT OF SERVICE**

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 19<sup>th</sup> day of March, 2009, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN AND SUBSCRIBED  
BEFORE ME THIS 19<sup>TH</sup> DAY  
OF MARCH, 2009

*[Signature]*  
NOTARY PUBLIC

*[Signature]*  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
LAWA T. WATTS - NOTARY PUBLIC  
City of Philadelphia, Philadelphia County  
MY COMMISSION EXPIRES NOV. 22, 2012

<sup>5</sup>  
FILED NO CC  
M10-51/371  
MAR 23 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
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Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

NO: 2008-2246-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 420 Church Street, Morrisdale, Pennsylvania 16858, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owner or Reputed Owner

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

2. Name and address of Defendant in the judgment:

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

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

Name	Address
Plaintiff herein	

**Exhibit A**

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

Name	Address
Plaintiff herein	
Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender	P.O. Box 660694 Dallas, Texas 75266-0694
Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender	P.O. Box 2026 Flint, Michigan 48501-2026

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 which may be affected by the sale:

Name	Address
NONE	

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	420 Church Street Morrisdale, Pennsylvania 16858
Commonwealth of Pennsylvania	Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230

Exhibit A

Commonwealth of Pennsylvania  
Department of Revenue Bureau of  
Compliance

United States of America

United States of America

Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

c/o United States Attorney for the  
Western District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name

Address

NONE

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.

Section 4904 relating to unsworn falsification to authorities.

March 19, 2009

DATE

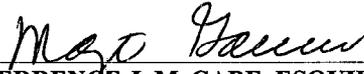
  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246-CD

DATE: March 19, 2009

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Thomas Lidgett

PROPERTY: 420 Church Street, Morrisdale, Pennsylvania 16858

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **Friday, May 1, 2009 at 10:00 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in 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 thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Exhibit B



9	COUNTRYWIDE V. LIDGETT - 38877	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Clearance Support Department 281.230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales					
10		United States of America Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue 13 <sup>th</sup> Floor Ste. 1300 Pittsburgh, PA 15222					
11		United States of America c/o United States Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219					
Total Number of Pieces Listed by Sender 11	Total Number of Pieces Received at Post Office						

Exhibit B

**FILED**

**MAR 23 2009**

**William A. Shaw  
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104973  
NO: 08-2246-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS SERVICING LP  
vs.  
DEFENDANT: THOMAS LIDGETT

SHERIFF RETURN

RETURN COSTS

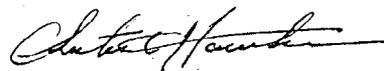
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	40560	20.00
SHERIFF HAWKINS	MCCABE	40560	39.21

*S* FILED  
012:45LM  
MAR 24 2009  
William A. Shaw   
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

COPY

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

NOV-21 2008

Attest.



*William L. Brown*  
Prothonotary/  
Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP  
1800 Tapo Canyon Road  
Mail Stop #SV-103  
Simi Valley, California 93063

Clearfield County  
Court of Common Pleas

Number 2008-2246-CO

v.

Thomas Lidgett  
420 Church St  
Morrisdale, Pennsylvania 16858

CIVIL ACTION/MORTGAGE FORECLOSURE

## NOTICE

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

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

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

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas 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 defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, 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.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Countrywide Home Loans Servicing LP, a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Thomas Lidgett, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 420 Church St, Morrisdale, Pennsylvania 16858.
3. On June 15, 2004, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender which mortgage is recorded in the Office of the Recorder of Clearfield County in Instrument #200409659.
4. The aforesaid mortgage was thereafter assigned by Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender to Countrywide Home Loans Servicing LP, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.
5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 420 Church Street, Morrisdale, Pennsylvania 16858.
6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due June 1, 2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

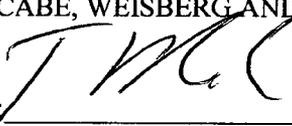
7. The following amounts are due on the mortgage:

Principal Balance	\$	119,804.56
Interest through September 30, 2008 (Plus \$22.88 per diem thereafter)	\$	3,477.76
Attorney's Fee	\$	1,250.00
Late Charges	\$	206.30
Corporate Advance	\$	15.00
Escrow Advance	\$	6,800.79
<u>GRAND TOTAL</u>	\$	<u>131,554.41</u>

8. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$131,554.41, together with interest at the rate of \$22.88 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

**VERIFICATION**

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**



**en L. Starck, Recorder**  
**rene Inlow - Chief Deputy**  
P.O. Box 361  
orth Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

**UNLIMITED REAL EST SERVICES INC**  
331 E. MARKET ST.  
CLEARFIELD, PA 16830  
ATTN: JENNIFER MICHAELS

- Instrument Number - 200409659
- Recorded On 6/16/2004 At 10:10:40 AM
- \* Instrument Type - MORTGAGE
- \* Total Pages - 18
- Invoice Number - 112625
- \* Mortgagor - LIDGETT, THOMAS
- \* Mortgagee - AMERICA'S WHOLESALE LENDER
- \* Customer - UNLIMITED REAL EST SERVICES INC

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$39.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$54.50

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

**Exhibit A**



*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.

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
JUDITH WALDNER

Parcel Number:

[Space Above This Line For Recording Data]

LIDGETT  
[Escrow/Closing #]

00005654664906004  
[Doc ID #]

## MORTGAGE

MIN 1000157-0003757219-1

### 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 JUNE 15, 2004 together with all Riders to this document.

(B) "Borrower" is  
THOMAS LIDGETT, A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

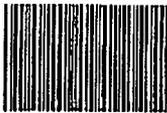
Page 1 of 16

Initials: TL

VMP-6A(PA) (0206)  
CONVA

CHL (06/02)(d) VMP MORTGAGE FORMS - (800)521-7281

Form 3039 1/01



\* 2 3 9 9 1 \*



\* 0 5 6 5 4 6 6 4 9 0 0 0 0 1 0 0 6 A \*

DOC ID #: 00005654664906004

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

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

(E) "Note" means the promissory note signed by Borrower and dated JUNE 15, 2004

The Note states that Borrower owes Lender

ONE HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED and 00/100

Dollars (U.S. \$ 125,600.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2034

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

(G) "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.

(H) "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"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY of CLEARFIELD :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

420 CHURCH STREET, MORRISDALE

[Street/City]

Pennsylvania 16858 ("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for

DOC ID #: 00005654664906004

Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized 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

DOC ID #: 00005654664906004

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.

DOC ID #: 00005654664906004

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.

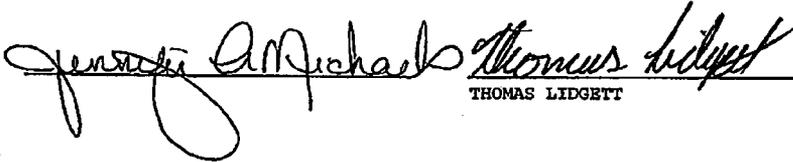
25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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.

Witnesses:

 \_\_\_\_\_ (Seal)  
THOMAS LIDGETT -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

DOC ID #: 00005654664906004

Certificate of Residence

I, **Jennifer A. Michaels**, do hereby certify that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this **15th** day of **June, 2004**

*Jennifer A. Michaels*  
Agent of Mortgagee

**COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD** County ss:

On this, the **15th** day of **June, 2004**, before me, the undersigned officer, personally appeared **Thomas Lidgett**

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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

NOTARIAL SEAL  
JENNIFER A. MICHAELS, NOTARY PUBLIC  
CLEARFIELD BORO., CLEARFIELD COUNTY  
MY COMMISSION EXPIRES JUNE 17, 2007

*Jennifer A. Michaels*  
Notary Public  
Title of Officer



6A(PA) (0208)

CHL (06/02)

Prepared by: JUDITH WALDNER

AMERICA'S WHOLESALE LENDER

DATE: 06/15/2004  
CASE #:  
DOC ID #: 00005654664906004  
BORROWER: THOMAS LIDGETT  
PROPERTY ADDRESS: 420 CHURCH STREET  
MORRISDALE, PA 16858

Branch #: 0000990  
730 HOLIDAY DRIVE FL 4, BLDG 8  
PITTSBURGH, PA 15220  
Phone: (412)920-1000  
Br Fax No.: (412)920-1050

LEGAL DESCRIPTION EXHIBIT A

ALL that certain tract of land situated in Morris Township, the County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point in center of Township Road on line of land of Morrisdale Coal Company; thence by center of said Road in a northerly direction, five hundred and eighty-seven (587) minutes to a corner of land now or formerly fo George Strange; thence by line of same South sixty (60) degrees one hundred seventy-four (174) minutes East to a post; thence by line of land of the aforesaid George Strange fifty degrees two hundred and fifteen (215) minutes East to post corner of lands now or formerly of Antonio Bruno, to the center of a public alley; thence by lands now or formerly of Antonio Bruno South eighty-five (85) degrees two hundred and seventy-two (272) minutes East to corner of lands now or formerly of William Chilcote; thence by lands of the said William Chilcote South five (5) degrees seven hundred and forty-five (745) minutes West to a corner of lands now or formerly of the Morrisdale Coal Company; thence by line of land of the Morrisdale Coal Company North eighty-five (85) degrees four hundred and forty-three (443) minutes West and to the place of beginning, and containing six and eighty-two one hundredths (6.82/100) acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 124-Q10-000-00312.

**BEING** the same premises as were conveyed to Thomas Lidgett, a single adult individual, by Deed of Gregory A. Dixon and Lori L. Dixon, husband and wife, dated June 15, 2004 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200409658

FHA/VA/CONV  
• Legal Description Exhibit A  
1C404-XX (04/03)(d)



**FILED**

**MAR 24 2009**

**William A. Shaw  
Prothonotary, Clerk of Courts**

FILED ice AAH  
m/ja:06um McCabe  
APR 06 2009  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA :

The undersigned, hereby certifies that he is the attorney for Plaintiff in the within matter, being duly sworn according to law, deposes and says that a true and correct copy of the Notice of Sheriff's Sale was served upon the Defendant, Thomas Lidgett, by regular mail, certificate of mailing, and certified mail, return receipt requested, dated March 24, 2009 and addressed to 420 Church Street, Morrisdale, Pennsylvania 16858. The regular mail was never returned, and the certified mail was signed for by an agent for Thomas Lidgett, on March 26, 2009 at 420 Church

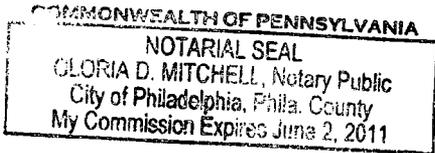
Street, Morrisdale, Pennsylvania 16858. A true and correct copy of the letter, certificate of mailing, certified receipt number 7008-2810-0000-4468-4741, signed green cards are attached hereto, made part hereof, and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 2<sup>nd</sup> DAY

OF APRIL, 2009.

*Gloria D. Mitchell*  
\_\_\_\_\_  
NOTARY PUBLIC



McCABE, WEISBERG AND CONWAY, P.C.

BY: *[Signature]*  
\_\_\_\_\_

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 310  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
FAX (914)-636-8901  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY \*\*  
MARGARET GAIRO \*\*  
LISA L. WALLACE+†  
DEBORAH K. CURRAN±  
LAURA H.G. O'SULLIVAN±  
FRANK DUBIN \*\*  
ANDREW L. MARKOWITZ \*\*  
GAYL C. SPIVAK\*  
HEIDI R. SPIVAK\*  
SCOTT TAGGART\*  
MARISA COHEN\*  
KATHERINE SANTANGINI^^  
JASON BROOKS †  
STEPHANIE H. HURLEY\*\*  
MARGARET MARY BALMFORTH ▲<  
ADRIENNE CHAPMAN^^^  
DIANN GREEN\*\*  
DAVID P. FITZGIBBON\*

March 24, 2009

\* Licensed in PA  
\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
^ Licensed in NY  
^^ Licensed in NJ  
» Licensed in PA & WA  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
▲ Licensed in MD & DC  
± Licensed in MD  
+ Managing Attorney for NY  
± Managing Attorney for MD  
< Licensed in VA

Of Counsel  
JOSEPH F. RIGA\* - PA & NJ

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Re: Countrywide Home Loans Servicing LP  
vs.  
Thomas Lidgett  
Clearfield County; No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Thomas Lidgett:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

Shelita Gaskins, Paralegal  
McCabe, Weisberg and Conway, P.C.

TJM/sg  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7008-2810-0000-4468-4741  
RETURN RECEIPT REQUESTED

**Exhibit A**

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

Name and Address of Sender  
 McCabe, Weisberg and Conway,  
 P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
 ATTN: S. Gaskins

Line Article Number

1 Countrywide Home  
 Loans  
 38877

- Check type of mail or service:
- Certified
  - COD
  - Delivery Confirmation
  - Express Mail
  - Insured
  - Recorded Delivery (International)
  - Registered
  - Return Receipt for Merchandise
  - Signature Confirmation

Addressee Name, Street and PO Address

Thomas Lidgett  
 420 Church Street  
 Morrisdale, Pennsylvania 16858

**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  
 Return Receipt Fee  
 (Endorsement Required)  
 Restricted Delivery Fee  
 (Endorsement Required)  
 Total Postage & Fees \$

Sent to  
 Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+4  
 Thomas Lidgett  
 420 Church Street  
 Morrisdale, PA 16858  
 PS Form 3800, August 2006  
 See Reverse for Instructions

Total Number of  
 Pieces  
 Listed by  
 Sender  
 1

PS Form 3877, February, 2005

Affix Stamp Here  
 (if issued as a  
 certificate of mailing,  
 or for additional  
 copies of this bill)  
 Postmark and  
 Date of Receipt

Postage Fee Handling Charge Actual Value if Registered Insured Value

02 1A \$01.100  
 0004605770 MAR 24 12:009  
 MAILED FROM PITNEY BOWEN



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of coverable documents under PS Form 3800 (Domestic Mail Only) is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic event. The maximum indemnity payable for the reconstruction of coverable documents under PS Form 3800 (International Mail) is \$2,000 per piece. The maximum indemnity payable is \$2,000 for domestic mail and \$2,000 for international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Complete by Typewriter, Ink, or Ball Point Pen

**EXHIBIT A**

**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. *3887A*

1. Article Addressed to:

*Thomas Lidgett  
420 Church Street  
Morrisdale, PA 16858*

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  Addressee  
*Thomas Lidgett*
- B. Received by (Printed Name) C. Date of Delivery  
 *3-26-09*
- D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.
4. Restricted Delivery? (Extra Fee)  Yes  No

2. Article Number (Transfer from service label) *7008 2810 0000 4468 4741*

PS Form 3811, February 2004 Domestic Return Receipt

**EXHIBIT A**

**FILED**

**APR 06 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

44

FILED ICC AH  
m/12:15 am Weisberg  
APR 13 2009  
(610)

William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP  
  
Plaintiff  
  
v.  
  
Thomas Lidgett  
  
Defendant

Clearfield County  
Court of Common Pleas

Number 2008-2246-CD

**MOTION TO ALLOW SERVICE ON THE DEFENDANTS**  
**PURSUANT TO PA RULE OF CIVIL PROCEDURE 430**

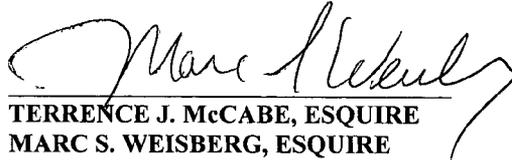
1. Plaintiff attempted to personally serve a true and correct copy of the Notice of Sheriff's Sale upon the Defendant, Thomas Lidgett, at his last-known address of 420 Church Street, Morrisdale, Pennsylvania 16858. Per Plaintiff's conversation with the Sheriff's Office, the Sheriff was not able to serve the Defendant because he was unable to find the Defendant.

2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has conducted a good faith investigation to determine the current whereabouts of Defendant and the attached Affidavit sets forth in detail the nature and extent of the investigation. See Affidavit of Good Faith Investigation attached hereto and marked Exhibit "A".

3. As a result of the investigation, a special Order of Court is required permitting service by regular and certified mail at the Defendant last known address and by posting a copy of the original process on the mortgaged premises.

4. If service cannot be made on the Defendant, Thomas Lidgett, the Plaintiff will be prejudiced.

WHEREFORE, Plaintiff prays this Honorable Court grant an Order allowing the Plaintiff to serve the Notice of Sheriff's Sale upon the Defendant, Thomas Lidgett, by regular mail; certified mail, return receipt requested; and by posting at the last-known address of Defendant and the mortgaged premises known in this herein action as 420 Church Street, Morrisdale, Pennsylvania 16858.



**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

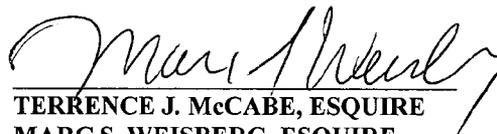
Clearfield County  
Court of Common Pleas

Number 2008-2246-CD

**MEMORANDUM OF LAW**

If a resident Defendant has obstructed or prevented service of process by concealing his whereabouts or otherwise, the Plaintiff shall have the right of service in such a manner as the Court by special order shall direct service pursuant to P.R.C.P. 430.

WHEREFORE, Plaintiff prays this service be made.



**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
Attorneys for Plaintiff

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010**

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

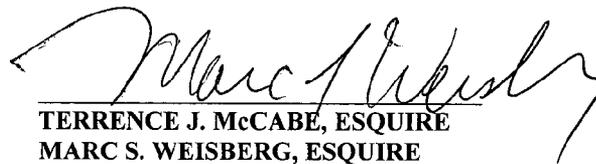
Clearfield County  
Court of Common Pleas

Number 2008-2246-CD

**CERTIFICATION OF SERVICE**

The undersigned attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion for Alternative Service, by United States Mail, first class, postage prepaid, on the 31st day of March, 2009, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858



**TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff**

**VERIFICATION**

The undersigned attorney hereby certifies that he/she is the attorney for the Plaintiff in the within action and that he/she is authorized to make this verification and that the foregoing facts are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
Attorneys for Plaintiff

Shelita  
38877

***Attorney Outsourcing Support Services, Inc.***

*Stacey O'Connell  
Operations Manager*

*Suite 2040  
123 S. Broad Street  
Philadelphia PA 19109  
tel. (215)790-5964  
fax. (215)320-5779*

*Serving  
Connecticut, New York,  
New Jersey, Pennsylvania,  
Maryland,  
Virginia, and D.C.*

**Affidavit of Good Faith Investigation**

**SUBJECT OF INVESTIGATION:**

**Thomas Lidgett**

**CLIENT: McCABE, WEISBERG & CONWAY, P.C.**

**FILE #: 38877**

**MATTER #: 234-2104**

**COURT TERM & NUMBER:**

**AOSS FILE #: 08-6847**

**SUBJECT'S LAST KNOWN ADDRESS:**

**420 Church Street  
Morrisdale, PA 16858**

I Andrew Swart, being duly sworn according to law, deposes and says that on 3/23/09 I completed a good faith investigation into the whereabouts of the above named subject and the extent of the investigation and the results are as follows:

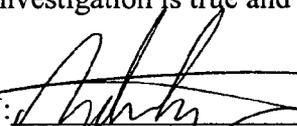
1. INQUIRY OF POSTAL AUTHORITY:
  - A. NATIONAL ADDRESS UPDATE  
Postal authority stated the subject has no change of address.
  
2. INQUIRY OF LOCAL TELEPHONE COMPANY
  - A. DIRECTORY ASSISTANCE AND INTERNET SEARCH  
Thomas Lidgett; 420 Church Street; Morrisdale, PA 16858. There is an unlisted number for the subject at the property.

**Exhibit A**

Page Two  
Thomas Lidgett  
(subject)

3. INQUIRY OF DEPARTMENT OF MOTOR VEHICLES:  
I was unable to verify current drivers license information for the subject.
  
4. ~~INQUIRY OF COUNTY VOTER REGISTRATION~~  
The subject isn't registered.
  
5. INQUIRY OF NEIGHBORS:  
Stephen Mondock; 483 Church Street; Morrisdale, PA 16858; 814-343-4504.  
Left message without a response.
  
6. OTHER INQUIRES:  
  
A. DEATH RECORDS  
Social Security has no death record for the subject under the SSN.  
  
B. LEXIS-NEXIS SEARCH:  
Search shows the subject resides at 2155 Morrisdale Allport Highway;  
Philipsburg, PA 16866.  
  
C. LOCAL TAX RECORD INQUIRY:  
Tax bill is sent to 420 Church Street; Morrisdale, PA 16858.

The information set forth in this Affidavit of Good Faith Investigation is true and correct to the best of my knowledge and belief.

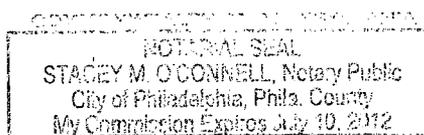
BY: 

NAME: Andrew Sweet

TITLE: Location Specialist

Notary Public:  
Sworn before me this day  
March 23, 2009.

Stacey M. O'Connell



**Exhibit A**

**FILED**

**APR 13 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

UA

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

COUNTRYWIDE HOME LOANS SERVICING LP  
Plaintiff

vs.  
THOMAS LIDGETT,  
Defendant

NO. 08-2246-CD

FILED

ORDER

APR 16 2009  
6/3/20/2  
William A. Shaw  
Clerk of Courts  
3 (one to  
N 117

NOW, this 13<sup>th</sup> day of April, 2009, the Plaintiff is granted leave to serve the

NOTICE OF SHERIFF'S SALE upon the Defendant **THOMAS LIDGETT** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866;
3. By certified mail, return receipt requested to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866; and
4. By posting the mortgaged premises known in this herein action as to 420 Church Street, Morrisdale, PA 16858.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

**APR 16 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4-16-09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

**FILED** ICC AAA  
m/12:15pm McCabe  
JUN 12 2009

5  
William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**  
**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P. v. Thomas Lidgett

Plaintiff

v.

Thomas Lidgett

Defendant

Clearfield County  
Court of Common Pleas

2008-2246-CD  
Number 2008-2246-CD

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF CLEARFIELD :

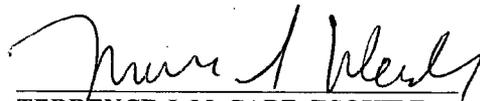
The undersigned attorney, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on May 1, 2009, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to his last-known address of 420 Church Street, Morrisdale, Pennsylvania 16858. A true and correct copy of the letter and certified receipt, is attached hereto, made a part hereof, and marked as Exhibit "A".

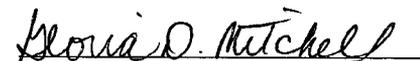
3. That on May 15, 2009, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett, by posting the same at the mortgaged premises of 420 Church Street, Morrisdale, Pennsylvania 16858. A true and correct copy of the Sheriff's Returns of Service indicating same is attached hereto, made a part hereof, and marked as Exhibit "B".

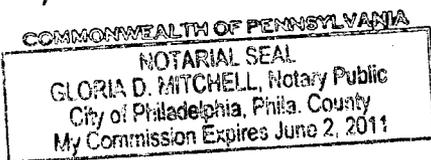
4. That on May 19, 2009, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett, through publication in the The Progress. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "C".

5. That on May 15, 2009, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of the filing of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett, through publication in Clearfield County Legal Journal. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "D".

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

SWORN AND SUBSCRIBED  
BEFORE ME THIS 9<sup>th</sup> DAY  
OF JUNE, 2009

  
NOTARY PUBLIC



388 TT ORDER MA

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

COUNTRYWIDE HOME LOANS SERVICING LP \*  
Plaintiff \*  
vs. \*  
THOMAS LIDGETT, \*  
Defendant \*

NO. 08-2246-CD

**ORDER**

NOW, this 13<sup>th</sup> day of April, 2009, the Plaintiff is granted leave to serve the NOTICE OF SHERIFF'S SALE upon the Defendant **THOMAS LIDGETT** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866;
3. By certified mail, return receipt requested to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866; and
4. By posting the mortgaged premises known in this herein action as to 420 Church Street, Morrisdale, PA 16858.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

I hereby certify that the above is a true and correct copy of the original statement filed in this case. /S/ Fredric J Ammerman  
**FREDRIC J. AMMERMAN**  
President Judge

APR 14 2009

Attest:

*[Signature]*  
Clerk of Court

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 310  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
FAX (914)-636-8901  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

May 1, 2009

Of Counsel  
JOSEPH F. RIGA\* - PA & NJ

\*\*\* Licensed in PA  
\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
^ Licensed in NY  
^^ Licensed in NJ  
> Licensed in PA & WA  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
+ Licensed in MD & DC  
.. Licensed in MD  
+ Managing Attorney for NY  
± Managing Attorney for MD  
< Licensed in VA

Thomas Lidgett  
2155 Morrisdale Allport Highway  
Phillipsburg, PA 15866

Re: Countrywide Home Loans Servicing LP  
vs.  
Thomas Lidgett  
Clearfield County; No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Thomas Lidgett:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

Shelita Gaskins, Paralegal  
McCabe, Weisberg and Conway, P.C.

TJM/slg  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7008-1830-0001-0683-5231  
RETURN RECEIPT REQUESTED

**Exhibit A**

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 310  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
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SUITE 100  
8101 SANDY SPRING ROAD  
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(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY \*\*  
MARGARET GAIRO \*\*  
LISA L. WALLACE††  
DEBORAH K. CURRAN±±  
LAURA H.G. O'SULLIVAN±±  
FRANK DUBIN \*\*  
ANDREW L. MARKOWITZ \*\*  
GAYL C. SPIVAK\*  
HEIDI R. SPIVAK\*  
SCOTT TAGGART\*  
MARISA COHEN\*  
KATHERINE SANTANGINI^^  
JASON BROOKS †  
STEPHANIE H. HURLEY\*\*  
MARGARET MARY BALMFORTH <<  
ADRIENNE CHAPMAN^^^  
DIANN GREEN\*\*  
DAVID P. FITZGIBBON\*

May 1, 2009.

Of Counsel  
JOSEPH F. RIGA\* - PA & NJ

\*\* Licensed in PA  
\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
^ Licensed in NY  
^^ Licensed in NJ  
» Licensed in PA & WA  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
± Licensed in MD & DC  
±± Licensed in MD  
+ Managing Attorney for NY  
± Managing Attorney for MD  
< Licensed in VA

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Re: Countrywide Home Loans Servicing LP

vs.

Thomas Lidgett  
Clearfield County; No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Thomas Lidgett:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

Shelita Gaskins, Paralegal  
McCabe, Weisberg and Conway, P.C.

TJM/slg  
Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7008-1830-0001-0683-5224  
RETURN RECEIPT REQUESTED

**Exhibit A**

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

Name and Address  
 McCabe, Weisber  
 P.C.  
 123 S. Broad St.,  
 Philadelphia, PA  
 ATTN: S. Gas

Check type of mail or service:  
 Certified  
 COD  
 Registered  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Recorded Delivery (International)  
 Return Receipt for Merchandise  
 Signature Confirmation

Line 1  
 Country: Home  
 Loans  
 38877

Address: Name, Street and PO Address  
 Thomas Lidgett  
 2155 Morrisdale Allport Highway  
 Phillipsburg, PA 15866

Number  
 2

Postage

SH Fee  
 RD Fee  
 RR Fee

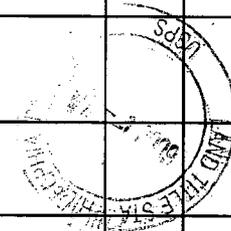


Thomas Lidgett  
 420 Church Street  
 Morrisdale, Pennsylvania 16858

Number  
 2

Postage

SH Fee  
 RD Fee  
 RR Fee



Total Number of Pieces Listed by Sender

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

Postmark Here  
 PHILADELPHIA PA 19110  
 MAY 1 2009

PS Form 3877, February 2005

**EXHIBIT**

Sent to  
 Street, Apt. No. or PO Box No.  
 Phillipsburg, PA 15866  
 City, State, ZIP+4  
 Thomas Lidgett  
 2155 Morrisdale Allport Highway  
 Phillipsburg, PA 15866

PS Form 3877, August 2005

See Reverse for Instructions

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

Postmark Here  
 PHILADELPHIA PA 19110  
 MAY 1 2009

Sent to  
 Street, Apt. No. or PO Box No.  
 420 Church St  
 Morrisdale, PA 16858  
 City, State, ZIP+4

PS Form 3877, August 2005

See Reverse for Instructions



235 SOUTH 13TH STREET  
PHILADELPHIA, PA 19107  
PHONE: (215) 546-7400  
FAX: (215) 985-0169



Countrywide Home Loans Servicing, LP

COURT

Court of Common Pleas of Pennsylvania

-vs-

COUNTY

Clearfield County

Thomas Lidgett

CASE NUMBER 2008-2246-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF PHILADELPHIA:

B&R Control # CS063388 - 1  
Reference Number 234-2104

SERVICE INFORMATION

On 1 day of May, 2009 we received the  
Notice of Sheriff Sale  
for service upon Thomas Lidgett  
at 420 Church Street Morrisdale, PA 16858

\*\*\* Special Instructions \*\*\*  
POST PREMISES BY 5/5!

Served Date 05.15.09 Time 06:15 pm Accepted By: Posted on premises

In the manner described below.

- Personally served.
- Adult family member. Relationship is \_\_\_\_\_
- Adult in charge of residence who refused to give name and/or relationship. \_\_\_\_\_
- Manager/Clerk of place of residence lodging \_\_\_\_\_
- Agent or person in charge of office or usual place of business \_\_\_\_\_
- Other Attached to door frame

Description of Person Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_

Other \_\_\_\_\_

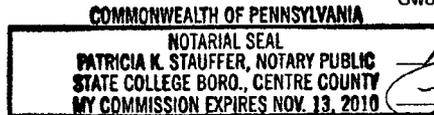
Not Served Date \_\_\_\_\_ Time \_\_\_\_\_

Not Served Information

- Moved
- Unknown
- No Answer
- Vacant
- Other \_\_\_\_\_

The Process Server, being duly sworn, deposes and says that the facts set forth herein are true and correct to the best of their knowledge, information and belief.

Sworn to and subscribed before me this



18 day of May  
Patricia K. Stauffer  
Notary Public

Process Server/Sheriff Robert R. Beckwith Jr

Law Firm Phone (215)790-5964 Fo  
Terrence J. McCabe, Esquire  
123 S. Broad Street  
Suite 2040  
Philadelphia, PA 19109

Serve By Date 5/5/2009  
Sale Date 6/5/2009

EXHIBIT B

ORIGINAL

121SRO

5 2009 7

**SHERIFF'S SALE  
OF VALUABLE REAL ESTATE**

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE - ID #  
16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID #  
34687

MARGARET GAIRO, ESQUIRE - ID # 34419  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010  
Attorneys for Plaintiff  
Countrywide Home Loans Servicing LP  
V. Thomas Lidgett  
Number 2008-2246-CD  
To: Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Your house (real estate) at 420 Church Street, Morrisdale, Pennsylvania 16858 is scheduled to be sold at Sheriff's Sale on Friday, June 5, 2009 at 10:00 a.m. in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830 to enforce the court judgment of \$133,933.93 obtained by Countrywide Home Loans Servicing LP against you.

**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:

The sale will be canceled if you pay to Countrywide Home Loans Servicing LP the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.

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.

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. **YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE**

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 McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.

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 on the sale. To find out if this has happened, you may call McCabe, Weisberg and Conway, P.C. at (215) 790-1010.

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.

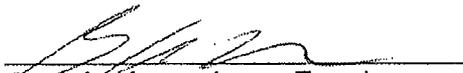
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of 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 schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of

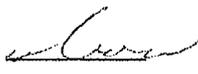
**PROOF OF PUBLICATION**

ANIA :  
:  
ELD :

of May AD 2009, before me, the subscriber, a Notary Public in State, personally appeared Gary A. Knaresboro editor of the Journal of the Courts of Clearfield County, and that the annexed ce or advertisement published in said publication in the regular 15, 2009, May 22, 2009, May 29, 2009, Vol. 21, No. 20, 21, 22. tions of this statement as to the time, place, and character of

  
Gary A. Knaresboro, Esquire  
Editor

o before me the day and year aforesaid.



**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Theresa C. Knaresboro, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires Aug. 26, 2012  
Member, Pennsylvania Association of Notaries

**EXHIBIT "D"**

**FILED**

**JUN 12 2009**

William A. Shaw  
Prothonotary, Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

FILED

m/12:15 pm  
JUN 12 2009

1 cc AH4  
McCabe

5

(60)

William A. Shaw  
Prothonotary/Clerk of Courts

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

**PRAECIPE FOR SUGGESTION OF NAME CHANGE**

TO THE PROTHONOTARY:

Pursuant to Rule 2352(a) Pa.R.C.P., it is hereby suggested of record that Plaintiff's name has changed and is now known as BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., and that the caption of the matter shall now be BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. v. Thomas Lidgett. See attached certificate of filing. Plaintiff's counsel continues to represent the plaintiff in the case at bar.



TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

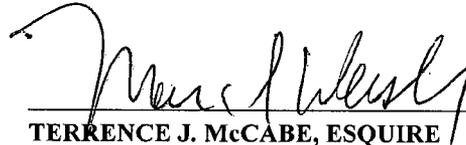
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

**CERTIFICATION OF SERVICE**

The undersigned, attorney for the Plaintiff, hereby certifies that he/she served a true and correct copy of the foregoing Praecipe for Suggestion of Name Change by United States Mail, first class, postage prepaid, on the 9<sup>th</sup> day of June, 2009, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858



**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
Attorneys for Plaintiff

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Certificate of Amendment of Registration-Foreign

(15 Pa.C.S. § 8585)

- Limited Partnership  
 Registered Limited Liability Partnership  
 Registered Limited Liability Company

Name **CT-COUNTER**  
Address \_\_\_\_\_  
City **7545223** State **SO PA** Zip Code \_\_\_\_\_

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania  
FOREIGN - LIMITED PARTNERSHIP AMENDMENT 3 Page(s)



T0912047058

Fee: \$250

In compliance with the requirements of 15 Pa.C.S. § 8585 (relating to amended certificate of registration), the undersigned, desiring to change the arrangements or other facts described in its application for registration as a foreign limited partnership, foreign registered limited liability partnership or a foreign limited liability company hereby states that:

1. The name under which the association was registered (or last registered) to do business in the Commonwealth of Pennsylvania is:

Countrywide Home Loans Servicing LP

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider  
c/o: CT Corporation System

Philadelphia County

3. (If applicable): The address of the registered office of the association in this Commonwealth is hereby changed to:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider  
c/o:

County

DSCB:15-8585-2

4. *If applicable:* The association desires that its registration be amended to change its name to:

BAC Home Loans Servicing, LP

5. *If applicable:* The association desires that its registration be amended as follows in order to reflect arrangements or other facts that have changed.

The name of the general partner has changed to: BAC GP, LLC, located at 4500 Park Granada, Calabasas, CA

91302

IN TESTIMONY WHEREOF, the undersigned has caused this Certificate of Amendment of Registration to be signed by a duly authorized officer, member or manager thereof this

27 day of April, 2009.

Countrywide Home Loans Servicing LP

Name of Association

*Devra Lindgren*

Signature

**BAC GP, LLC, GENERAL PARTNER  
BY DEVRA LINDGREN, ASSISTANT SECRETARY OF  
BANK OF AMERICA, NATIONAL ASSOCIATION  
ITS MANAGER**

Docketing Statement (Changes)  
DSCB:15-134B

<b>BUREAU USE ONLY:</b>	
<input type="checkbox"/> Revenue	<input type="checkbox"/> Labor & Industry
<input type="checkbox"/> Other _____	
File Code _____	Filed Date _____

**Part I. Complete for each filing:**

Current name of entity or registrant (survivor or new entity if merger or consolidation): Countrywide Home Loans Servicing LP			
Entity number, if known: 587020	Incorporation/qualification date in PA: 03/13/2006		
State of Inc: Texas	Federal EIN: 95-4797107	Specified effective date, if any: _____	

**Part II. Check proper box:**

<input checked="" type="checkbox"/> Amendment (complete Section A)	<input type="checkbox"/> Merger, Consolidation or Division (complete Section B,C or D)
<input type="checkbox"/> Consolidation (complete Section C)	<input type="checkbox"/> Division (complete Section D)
<input type="checkbox"/> Conversion (complete Section A & E)	<input type="checkbox"/> Correction (complete Section A)
<input type="checkbox"/> Termination (complete Section H)	<input type="checkbox"/> Revival (complete Section G)
<input type="checkbox"/> Dissolution before Commencement of Business (complete Section F)	

<input checked="" type="checkbox"/> Section A – Check box(es) which pertain to changes:				
<input checked="" type="checkbox"/> Name: Name changed to: BAC Home Loans Servicing, LP				
<input type="checkbox"/> Registered Office: Number & street/RD number & box number	City	State	Zip	County
<input type="checkbox"/> Purpose:				
<input type="checkbox"/> Stock (aggregate number of share authorized): _____	<input type="checkbox"/> Effective date: _____			
<input type="checkbox"/> Term of Existence: _____	<input type="checkbox"/> Other: _____			

<input type="checkbox"/> Section B – Merger Complete Section A if any changes to surviving entity: Merging Entities are: (attach sheet for additional merging entities)		
Name: _____	Entity #, if known: _____	
Effective date: _____	Inc./qual. date in PA. _____	State of Inc. _____
Name: _____	Entity #, if known: _____	
Effective date: _____	Inc./qual. date in PA. _____	State of Inc. _____

**FILED**

**JUN 12 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

5 FILED  
011:2300  
AUG 06 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC  
Atty  
Smith

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Plaintiff

NO: 2008-2246-CD

v.

Thomas Lidgett

Defendant

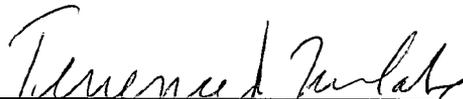
**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., by and through its attorney, Terrence J. McCabe, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for August 7, 2009 and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, PA 16858 for the May 1, 2009 Sheriff's Sale.
2. Plaintiff requested that said Sheriff's Sale be postponed from May 1, 2009 to June 5, 2009, and, subsequently, August 7, 2009 as Plaintiff and Defendant were working together to resolve the debt.
3. Plaintiff at this time requests that the Sheriff's Sale for August 7, 2009 be adjourned to November 13, 2009 so that Plaintiff and Defendant may have additional time to resolve the debt.
4. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.

5. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, PA 16858 until November 13, 2009 with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for August 7, 2009.

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

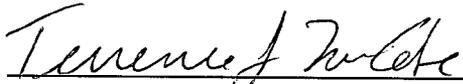
**MEMORANDUM OF LAW**

Plaintiff requested that the Sheriff's Sale originally scheduled for May 1, 2009 be continued to June 5, 2009, and, subsequently, August 7, 2009.

Plaintiff at this time requests that the Sheriff's Sale set for August 7, 2009 be adjourned to November 13, 2009.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, PA 16858 be adjourned to the November 13, 2009 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for August 7, 2009.

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, TERRENCE J. MCCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
TERRENCE J. MCCABE, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

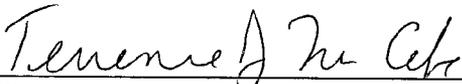
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

**CERTIFICATION OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion to Adjourn Sheriff Sale, by United States Mail, first class, postage prepaid, on the 5th day of August, 2009, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
Attorneys for Plaintiff

**FILED**

**AUG 06 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

18

FILED *ice*  
01:23 PM *Atty Smith*  
AUG 06 2009 *(will serve)*  
William A. Shaw *(S)*  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**  
**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
  
Plaintiff  
  
v.  
  
Thomas Lidgett  
  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

**ORDER**

AND NOW, this *6<sup>th</sup>* day of *August*, 2009, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for August 7, 2009, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, PA 16858 is adjourned to the November 13, 2009 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

*Paul E. Cherry*  
J.

2009  
AUG 06  
11:30 AM

**FILED**  
AUG 06 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183, 3257

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-2246-CD

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Thomas Lidgett, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a. Against Thomas Lidgett defendant
  - b. Against \_\_\_\_\_ Garnishee(s)

As a lis pendens against the real property of the defendant in the name of Garnishee(s) as follows:  
(Specifically described property)\*

420 Church Street, Morrisdale, Pennsylvania 16858

5.	Amount Due	\$133,933.93
	Interest from 01/13/09 to DATE OF SALE plus \$22.02 per diem thereafter	_____ \$ _____

Total

\$

Prothonotary costs

Dated December 28, 2009

*155.00*

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

FILED <sup>(60)</sup>  
 m 11:25/30  
 JAN 06 2010  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 20.00  
 ICC @le writs  
 w/prop desc  
 to Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exec. No. 2008-2246-CD Term, \_\_\_

Orig. No. \_\_\_\_\_

BAC Home Loans Servicing, L.P. fka Countrywide Home  
Loans Servicing, L.P.

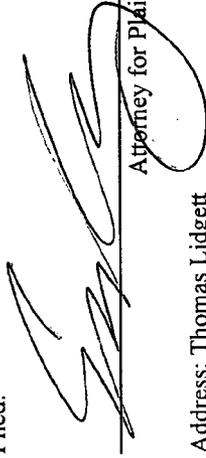
v.

Thomas Lidgett

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

Filed:

  
\_\_\_\_\_  
Attorney for Plaintiff(s)

Address: Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Where papers may be served.

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COALCOMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING.

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

Title to said premises is vested in Thomas Lidgett by deed from Gregory A. Dixon and Lori L. Dixon, husband and wife, dated June 15, 2004 and recorded June 16, 2004 in Instrument No. 200409658.

TAX I.D. #: 124-Q10-000-00312

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

NO: 2008-2246-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 420 Church Street, Morrisdale, Pennsylvania 16858, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owner or Reputed Owner

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

2. Name and address of Defendant in the judgment:

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

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

Name	Address
Plaintiff herein	

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

Name	Address
Plaintiff herein	

Mortgage Electronic Registration  
Systems, Inc., as Nominee for  
America's Wholesale Lender

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

Mortgage Electronic Registration  
Systems, Inc., as Nominee for  
America's Wholesale Lender

P.O. Box 2026  
Flint, Michigan 48501-2026

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 which may be affected by the sale:

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

NONE

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	420 Church Street Morrisdale, Pennsylvania 16858
-------------------	---

Commonwealth of Pennsylvania	Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
------------------------------	---

Commonwealth of Pennsylvania Inheritance Tax Office	110 North 8 <sup>th</sup> Street Suite #204 Philadelphia, PA 19107
--	--

Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
--	--

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
--------------------------	--

Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance	Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales
---	---

United States of America

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the  
Western District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name	Address
NONE	

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

December 28, 2009

DATE

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COALCOMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING.

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

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TAX I.D. #: 124-Q10-000-00312

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246-CD

### CERTIFICATE

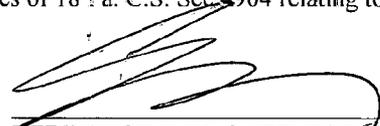
The undersigned, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- An FHA insured mortgage
- Non-owner occupied
- Vacant
- Act 91 procedures have been fulfilled.

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

SWORN AND SUBSCRIBED  
BEFORE ME THIS 28<sup>th</sup> DAY  
OF DECEMBER, 2009

*Stacey M. O'Connell*  
NOTARY PUBLIC

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
STACEY M. O'CONNELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires July 10, 2012

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

COPY

BAC Home Loans Servicing, L.P., f/k/a  
Countrywide Home Loans Servicing, L.P.

Vs.

NO.: 2008-02246-CD

Thomas Lidgett

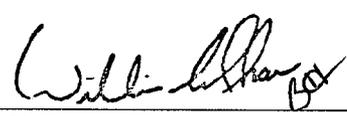
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

- (1) See Attached Description

AMOUNT DUE/PRINCIPAL: \$133,933.93  
INTEREST FROM 01/13/09 to Date of  
Sale plus \$22.02 per diem thereafter:  
ATTY'S COMM: \$  
DATE: 1/6/2010

PROTH. COSTS PAID: \$155.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party: Margaret Gairo, Esq.  
123 South Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COALCOMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING.

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

Title to said premises is vested in Thomas Lidgett by deed from Gregory A. Dixon and Lori L. Dixon, husband and wife, dated June 15, 2004 and recorded June 16, 2004 in Instrument No. 200409658.

TAX I.D. #: 124-Q10-000-00312

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20932  
NO: 08-2246-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS SERVICING LP  
vs.  
DEFENDANT: THOMAS LIDGETT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/18/2009

LEVY TAKEN 3/2/2009 @ 10:00 AM

POSTED 3/2/2009 @ 2:57 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/25/2010

DATE DEED FILED

PROPERTY ADDRESS 420 CHURCH STREET MORRISDALE , PA 16858

**FILED**  
0/19:03m  
JAN 25 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$289.24

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_\_ Day of \_\_\_\_\_ 2010

*Chester A. Hawkins*  
*Joy Cynthia B. ...*  
Chester A. Hawkins  
Sheriff

## COUNTRYWIDE HOME LOANS SERVICING LP

vs  
THOMAS LIDGETT

1 4/29/2009 @ SERVED THOMAS LIDGETT

SERVED THOMAS LIDGETT, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 420 CHRUCH STREET, MORRISDALE, PENNSYLVANIA CERT #70060810000145074906 RETURNED UNCLAIMED 5/18/09.

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

2 @ SERVED THOMAS LIDGETT

DEPUTIES UNABLE TO SERVE THOMAS LIDGETT AT 2055 MORRISDALE ALLPORT HIGHWAY, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE WAS BURNED DOWN.

3 5/7/2009 @ 10:31 AM SERVED THOMAS LIDGETT

SERVED THOMAS LIDGETT, DEFENDANT, AT HIS RESIDENCE 2155 MORRISDALE-ALLPORT HWY, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANIDNG TO THOMAS LIDGETT

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, MAY 1, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR MAY 1, 2009 TO JUNE 5, 2009.

@ SERVED

NOW, JUNE 4, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JUNE 5, 2009 TO AUGUST 7, 2009.

@ SERVED

NOW, AUGUST 6, 2009 RECEIVED A FAXED COURT ORDER TO ADJOURN THE SHERIFF SALE SCHEDULED FOR AUGUST 7, 2009 TO NOVEMBER 13, 2009 WITH NO ADDITIONAL ADVERTISING OR NOTICE.

@ SERVED

NOW, NOVEMBER 12, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 13, 2009 DUE TO REVIEWING THE AMOUNT FOR HAMP ELIGIBILITY.

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

Countrywide Home Loans Servicing LP  
Plaintiff  
v.  
Thomas Lidgett  
Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-2246-CD

Commonwealth of Pennsylvania :  
: SS.  
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

All real property and improvements thereon located at:  
**420 Church Street, Morrisdale, Pennsylvania 16858**

Amount Due \$ 133,93.93  
Interest from 1/13/09 to DATE OF SALE \$  
@ \$22.02 per diem  
Costs \$ 135.00 Prothonotary costs  
Total \$ \_\_\_\_\_ Plus costs as endorsed.

Dated: 2/17/09  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania  
By: Will [Signature]  
Deputy

Received this writ this 18th day  
of February A.D. 2009  
At 3:00 A.M./P.M.

Charles A. [Signature]  
Sheriff Jay Cynthia [Signature]

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COAL COMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING.

PARCEL NO. 124-Q10-000-00312

BEING THE SAME PREMISES WHICH GREGORY A. DIXON AND LORI L. DIXON, HUSBAND AND WIFE, BY DEED DATED 06-15-04 AND RECORDED 06-18-04 IN THE OFFICE OF THE RECORD OF DEEDS IN AND FOR THE COUNTY OF CLEARFIELD AS INSTRUMENT NO. 200409658, GRANTED AND CONVEYED UNTO THOMAS LIDGETT, A SINGLE MAN.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THE NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO 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.

TAX I.D. #: 124-Q10-000-00312

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME THOMAS LIDGETT

NO. 08-2246-CD

NOW, January 23, 2010, 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 November 13, 2009, I exposed the within described real estate of Thomas Lidgett to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.30
LEVY	15.00
MILEAGE	14.30
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	13.64
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	32.00
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	60.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$289.24</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	133,933.93
INTEREST @ 22.0200	6,694.08
FROM 01/13/2009 TO 11/13/2009	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$140,648.01</b>

**COSTS:**

ADVERTISING	613.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	300.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	289.24
LEGAL JOURNAL COSTS	432.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	120.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,889.24</b>

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

58877 ORDER MA

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

COUNTRYWIDE HOME LOANS SERVICING LP \*  
Plaintiff \*  
vs. \* NO. 08-2246-CD  
THOMAS LIDGETT, \*  
Defendant \*

ORDER

NOW, this 13<sup>th</sup> day of April, 2009, the Plaintiff is granted leave to serve the NOTICE OF SHERIFF'S SALE upon the Defendant **THOMAS LIDGETT** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866;
3. By certified mail, return receipt requested to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866; and
4. By posting the mortgaged premises known in this herein action as to 420 Church Street, Morrisdale, PA 16858.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

I hereby certify that the above is a true and correct copy of the original as stated in the record. /s/ Fredric J Ammerman  
**FREDRIC J. AMMERMAN**  
President Judge

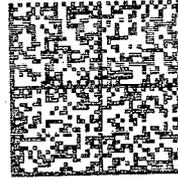
APR 14 2009

Attest: *[Signature]*  
Clerk of Courts

**CHESTER A. HAWKINS**  
**SHERIFF**  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4906



Haster

016H16505405  
**\$05.490**  
04/29/2009  
Mailed From 16830  
**US POSTAGE**

*HWZ*

THOMAS LIDGETT  
420 CHURCH STREET  
MORRISDALE, PA 16858

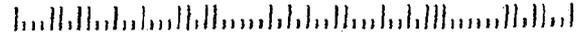
*4-30*

NIXIE 165 SE 1 02 05/15/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 16830247201 \*0596-09192-15-27

168302472



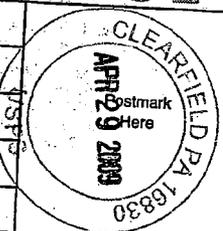
7006 0810 0001 4507 4906

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	\$ 5.49
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49



Sent To  
Street, Apt. No.: THOMAS LIDGETT  
or PO Box No. 420 CHURCH STREET  
City, State, ZIP+4 MORRISDALE, PA 16858



**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:

THOMAS LIDGETT  
420 CHURCH STREET  
MORRISDALE, PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
**X**

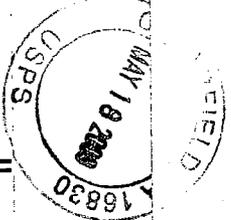
B. Received by (*Printed Name*) C. Date of Delivery

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 7006 0810 0001 4507 4906  
(*Transfer from service label*)



LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 310  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
FAX (914)-636-8901  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY\*\*  
MARGARET GAIRO\*\*  
LISA L. WALLACE††  
DEBORAH K. CURRAN±±  
LAURA H.G. O'SULLIVAN±±  
GAYL C. SPIVAK\*±  
FRANK DUBIN\*\*  
ANDREW L. MARKOWITZ\*\*  
HEIDI R. SPIVAK\*  
SCOTT TAGGART\*  
MARISA COHEN\*  
KATHERINE SANTANGINI\*\*  
JASON BROOKS†  
STEPHANIE H. HURLEY\*\*  
DIANN GREEN±  
DAVID P. FITZGIBBON\*  
FAITH MIROS\*\*  
THOMAS K. TESSMER <

May 1, 2009

- \*\*\* Licensed in PA
- \*\* Licensed in PA & NJ
- \*\* Licensed in PA & NY
- \*\* Licensed in NY
- \*\* Licensed in NJ
- \* Licensed in PA & WA
- \*\*\* Licensed in PA, NJ & NY
- † Licensed in NY & CT
- ± Licensed in MD & DC
- \*\* Licensed in MD
- ± Managing Attorney for NY
- ± Managing Attorney for MD
- ± Managing Attorney for NJ
- < Licensed in VA
- < Licensed in CT & NJ

Sheriff of Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830

Re: Countrywide Home Loans Servicing LP vs. Thomas Lidgett  
Clearfield County, Court of Common Pleas, No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the May 1, 2009 Sheriff's Sale. I am requesting at this time that you postpone this matter to the June 5, 2009 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,  
  
Liz DeSimone  
Legal Assistant

/ld  
SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
SHERIFF'S OFFICE-RECEIVED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*



**McCABE, WEISBERG AND CONWAY, P.C.**  
**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
  
Plaintiff  
  
v.  
  
Thomas Lidgett  
  
Defendant

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**NO: 2008-2246-CD**

**ORDER**

AND NOW, this *6<sup>th</sup>* day of *August*, 2009, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for August 7, 2009, it is hereby **ORDERED** that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, PA 16858 is adjourned to the November 13, 2009 Sheriff's Sale. It is **FURTHER ORDERED** that no additional advertising of said sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

**BY THE COURT:**

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

**/s/ Paul E. Cherry**

J.

**AUG 06 2009**

Attest.

*William H. Brown*  
Prothonotary/  
Clerk of Courts

LAW OFFICES  
McCABE, WEISBERG & CONWAY, P.C.

SUITE 2080  
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JASON BROOKS†  
STEPHANIE H. HURLEY\*\*  
ERIN BRADY\*\*  
AARON D. NEAL\*\*  
DIANN GREEN\*  
MATTHEW CONNOR\*  
FAITH MIROS†  
THOMAS K. TESSMER\*

November 12, 2009

- \*\* Licensed in PA
- \* Licensed in PA & NJ
- \*\* Licensed in PA & NY
- † Licensed in NY
- \*\* Licensed in NJ
- \* Licensed in PA & WA
- \*\*\* Licensed in PA, NJ & NY
- † Licensed in NY & CT
- \* Licensed in MD & DC
- \*\* Licensed in MD
- + Managing Attorney for NY
- + Managing Attorney for MD
- Managing Attorney for NJ
- † Licensed in VA
- \*\* Licensed in CT & NJ

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

Re: Countrywide Home Loans Servicing LP vs. Thomas Lidgett  
Clearfield County, Court of Common Pleas, No. 234-2104  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the November 13, 2009 Sheriff's Sale. I am requesting at this time that you stay this sale. Plaintiff is continuing to review their account for HAMP eligibility.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

Liz DeSimone  
Legal Assistant

/lde  
SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP  
  
Plaintiff  
  
v.  
  
Thomas Lidgett  
  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

**AFFIDAVIT OF SERVICE**

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 8<sup>th</sup> day of February, 2010, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

SWORN AND SUBSCRIBED  
BEFORE ME THIS 8<sup>TH</sup> DAY  
OF FEBRUARY, 2010

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
GLORIA D. MITCHELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 2, 2011

FILED NO. CC  
110:5430  
FEB 12 2010 (60)

William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010**

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

NO: 2008-2246-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 420 Church Street, Morrisdale, Pennsylvania 16858, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owner or Reputed Owner

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

2. Name and address of Defendant in the judgment:

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

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

Name	Address
Plaintiff herein	

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

Name	Address
Plaintiff herein	
Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender	P.O. Box 660694 Dallas, Texas 75266-0694
Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender	P.O. Box 2026 Flint , Michigan 48501-2026

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 which may be affected by the sale:

Name	Address
NONE	

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	420 Church Street Morrisdale, Pennsylvania 16858
Commonwealth of Pennsylvania	Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Revenue Bureau of  
Compliance

Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

United States of America

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the  
Western District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name

Address

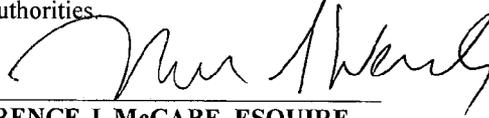
NONE

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.

Section 4904 relating to unsworn falsification to authorities.

February 8, 2010

DATE



**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans Servicing LP

Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246-CD

DATE: February 8, 2010

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Thomas Lidgett

PROPERTY: 420 Church Street, Morrisdale, Pennsylvania 16858

IMPROVEMENTS: Residential Dwelling

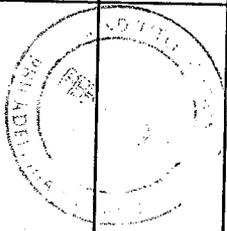
The above-captioned property is scheduled to be sold at the Sheriff's Sale on **Friday, April 9, 2010 at 10:00 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in 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 thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Name and Address of Sender  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
 ATTN: A. Edmonds-38877

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Registered Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Line	Article Number	Postage
1	Countrywide Home Loans Servicing LP, et al v. Lidgett-38877	
2	Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender P.O. Box 660694 Dallas, Texas 75266-0694	
3	Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender P.O. Box 2026 Flint, Michigan 48501-2026	
4	Tenants/Occupants 420 Church Street Morristdale, Pennsylvania 16858	
5	Commonwealth of Pennsylvania Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105	
6	Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130	
7	Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128	
8	Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486	
9	PA Department of Revenue Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230	
	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales	



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 0002095409  
 MAILED FROM ZIP CODE 19109  
**\$ 03.950**  
 FEB 08 2010  
 PINNEY BOWLES

10		United States of America Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue 13 <sup>th</sup> Floor Ste. 1300 Pittsburgh, PA 15222					
11		United States of America c/o United States Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219					
Total Number of Pieces Listed by Sender 11	Total Number of Pieces Received at Post Office						

**FILED**

**FEB 12 2010**

**William A. Shaw  
Prothonotary/Clerk of Courts**

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

FILED *no cc*  
*mlo:5484*  
APR 08 2010  
William A. Shat  
Prothonotary/Clerk of Courts

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 1<sup>st</sup> day of April, 2010, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN AND SUBSCRIBED  
BEFORE ME THIS 1<sup>ST</sup> DAY  
OF APRIL, 2010

*Gloria D. Mitchell*  
NOTARY PUBLIC

*[Signature]*  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
GLORIA D. MITCHELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 2, 2011

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

NO: 2008-2246-CD

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 420 Church Street, Morrisdale, Pennsylvania 16858, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owner or Reputed Owner

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

2. Name and address of Defendant in the judgment:

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

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

Name	Address
Plaintiff herein	

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

Name	Address
Plaintiff herein	

Mortgage Electronic Registration  
Systems, Inc., as Nominee for  
America's Wholesale Lender

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

Mortgage Electronic Registration  
Systems, Inc., as Nominee for  
America's Wholesale Lender

P.O. Box 2026  
Flint, Michigan 48501-2026

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

Name	Address
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NONE

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

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

NONE

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	420 Church Street Morrisdale, Pennsylvania 16858
-------------------	---

Commonwealth of Pennsylvania	Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105
------------------------------	---

Commonwealth of Pennsylvania Inheritance Tax Office	110 North 8 <sup>th</sup> Street Suite #204 Philadelphia, PA 19107
--	--

Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
--	--

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow/Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230
--------------------------	--

Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance	Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales
---	---

United States of America

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the  
Western District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

**Domestic Relations Section,  
Clearfield County**

**230 East Market Street Suite 300  
Clearfield, PA 16830**

8. Name and address of Attorney of record:

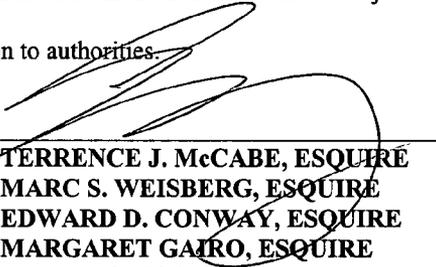
Name

Address

NONE

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

April 1, 2010  
DATE

  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246-CD

DATE: April 1, 2010

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Thomas Lidgett

PROPERTY: 420 Church Street, Morrisdale, Pennsylvania 16858

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **April 9, 2010 at 10 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in 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 thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Name and Address of Sender  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
 ATTN: A. Edmonds- 38877

- Check type of mail or service:
- Certified
  - COD
  - Delivery Confirmation
  - Express Mail
  - Insured
  - Recorded Delivery (International)
  - Registered
  - Return Receipt for Merchandise
  - Signature Confirmation

Domestic Relations Section  
 Clearfield County  
 230 East Market Street Suite 300  
 Clearfield, PA 16830

Line	Article Number	Postage
1	BAC Home Loans Servicing, et al v. Lidgett -38877	
Total Number of Pieces Listed by Sender		
Total Number of Pieces Received at Post Office		



UNITED STATES POSTAGE  
 02 1R  
 0002095409  
 MAILED FROM ZIP CODE 19109  
 \$01.150  
 APR 01 2010  
 PRINCE GEORGE'S COUNTY  
 PRINCE GEORGE'S COUNTY  
 PRINCE GEORGE'S COUNTY

McCAEE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE -  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 793-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

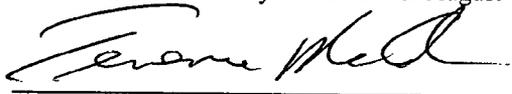
**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, Countrywide Home Loans Servicing L.P., by and through its attorney, Terrence J. McCabe, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for August 6, 2010 and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for the April 9, 2010 Sheriff's Sale.
2. Plaintiff requested said sheriff sale to be postponed from April 9, 2010 until June 4, 2010 pending service of the Notice of Sale upon the Defendants.
3. Plaintiff further requested that the sheriff sale scheduled for June 4, 2010 be postponed to August 6, 2010 pending completion of service of the Notice of Sale upon the Defendants.
4. Plaintiff at this time requests that the sheriff sale scheduled for August 6, 2010 be adjourned to October 1, 2010 pending completion of service of the Notice of Sale upon the Defendants.
5. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.
5. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

FILED No  
07/11/10  
AUG 04 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 until October 1, 2010 with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for August 6, 2010.



TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE -  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

MOTION TO ADJOURN SHERIFF'S SALE

Plaintiff, Countrywide Home Loans Servicing L.P., by and through its attorney, Terrence J. McCabe, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for August 6, 2010 and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for the April 9, 2010 Sheriff's Sale.
2. Plaintiff requested said sheriff sale to be postponed from April 9, 2010 until June 4, 2010 pending service of the Notice of Sale upon the Defendants.
3. Plaintiff further requested that the sheriff sale scheduled for June 4, 2010 be postponed to August 6, 2010 pending completion of service of the Notice of Sale upon the Defendants.
4. Plaintiff at this time requests that the sheriff sale scheduled for August 6, 2010 be adjourned to October 1, 2010 pending completion of service of the Notice of Sale upon the Defendants.
5. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.
6. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

<sup>5</sup> FILED No  
07/11/10  
AUG 04 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG, & CONWAY, P.C.**  
**BY: TERRENCE J. MCCABE, ESQUIRE**  
Identification Number 16496  
123 S. Broad Street Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

**MEMORANDUM OF LAW**

Plaintiff requested that the Sheriff Sale originally scheduled for April 9, 2010 be continued to the June 4, 2010 and subsequently continued again to August 6, 2010 Sheriff's Sale.

Plaintiff at this time requests that the Sheriff Sale set for August 6, 2010 be adjourned to October 1, 2010.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 be adjourned to the October 1, 2010 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for August 6, 2010.



TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, TERRENCE J. MCCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



TERRENCE J. MCCABE, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

**CERTIFICATION OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion to Adjourn Sheriff Sale, by United States Mail, first class, postage prepaid, on the 3<sup>RD</sup> day of August, 2010, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**FILED**

**AUG 04 2010**

**William A. Shaw  
Prothonary/Clerk of Courts**

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

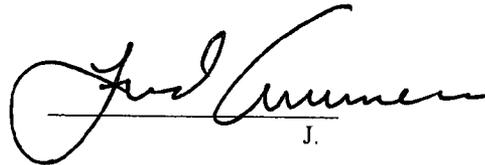
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

**ORDER**

AND NOW, this 4 day of Aug. , 2010, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for August 6, 2010, it is hereby ORDERED that the Sheriff's Sale of the property known as 710 Wayne Avenue, West Reading, Pennsylvania 19611, is adjourned to the October 1, 2010 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
J.

5 FILED cc  
07/11/10  
AUG 04 2010  
Atty P. Smith  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**AUG 04 2010**

**William A. Shaw  
Prothonotary/Clerk of Courts**

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

BAC HOME LOANS SERVICING, LP :  
f/k/a Countrywide Home Loans Servicing, LP :  
Plaintiff :

vs :

THOMAS LIDGETT, :  
Defendant :

NO: 2008-2246-CD

TYPE OF CASE:  
**Civil**

TYPE OF PLEADING:  
**Amended Motion to Adjourn Sheriff Sale**

FILED ON BEHALF OF:  
**Plaintiff**

ATTORNEY FOR THIS PARTY:  
**Terrence J. McCabe, Esquire**  
Attorney Id No. 16496  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

**Peter F. Smith, Esquire**  
Supreme Court I.D. #34291  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

<sup>5</sup> FILED *no cc*  
071-2834  
AUG 05 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE -  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

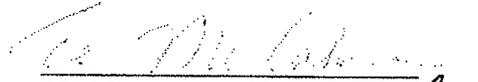
NO: 2008-2246-CD

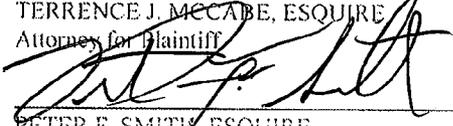
**AMENDED MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, Countrywide Home Loans Servicing L.P., by and through its attorney, Terrence J. McCabe, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for August 6, 2010 and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for the April 9, 2010 Sheriff's Sale.
2. Plaintiff requested said sheriff sale to be postponed from April 9, 2010 until June 4, 2010 pending service of the Notice of Sale upon the Defendants.
3. Plaintiff further requested that the sheriff sale scheduled for June 4, 2010 be postponed to August 6, 2010 pending completion of service of the Notice of Sale upon the Defendants.
4. Plaintiff at this time requests that the sheriff sale scheduled for August 6, 2010 be adjourned to October 1, 2010 pending completion of service of the Notice of Sale upon the Defendants.
5. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.
6. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 until October 1, 2010 with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for August 6, 2010.

  
TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

  
PETER F. SMITH, ESQUIRE

McCABE, WEISBERG, & CONWAY, P.C.  
BY: TERRENCE J. MCCABE, ESQUIRE  
Identification Number 16496  
123 S. Broad Street Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

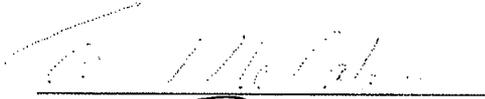
MEMORANDUM OF LAW

Plaintiff requested that the Sheriff Sale originally scheduled for April 9, 2010 be continued to the June 4, 2010 and subsequently continued again to August 6, 2010 Sheriff's Sale.

Plaintiff at this time requests that the Sheriff Sale set for August 6, 2010 be adjourned to October 1, 2010.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 be adjourned to the October 1, 2010 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for August 6, 2010.

  
TERRENCE J. MCCABE, ESQUIRE

Attorney for Plaintiff

  
PETER F. SMITH, ESQUIRE

VERIFICATION

The undersigned, TERRENCE J. MCCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
TERRENCE J. MCCABE, ESQUIRE

\_\_\_\_\_  
PETER F. SMITH, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

AMENDED CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion to Adjourn Sheriff Sale, by United States Mail, first class, postage prepaid, on the 5TH day of August, 2010, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

PETER F. SMITH, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

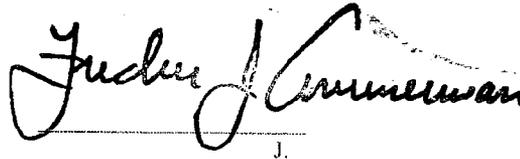
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

AMENDED ORDER

AND NOW, this 5<sup>th</sup> day of August, 2010, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for August 6, 2010, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the October 1, 2010 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
J.

FILED 1cc  
011:28/31 Atty  
AUG 05 2010  
Smith  
William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF  
COMMON PLEAS

NO: 2008-2246-CD

**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., by and through its attorney, Terrence J. McCabe, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for October 1, 2010 and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for the April 9, 2010 Sheriff's Sale.
2. Plaintiff requested said sheriff sale to be postponed from April 9, 2010 until June 4, 2010 pending service of the Notice of Sale upon the Defendants.
3. Plaintiff then requested that the sheriff sale scheduled for June 4, 2010 be postponed to August 6, 2010 pending completion of service of the Notice of Sale upon the Defendants.
4. Plaintiff further requested that the sheriff sale scheduled for August 6, 2010 be postponed October 1, 2010 pending completion of service of the Notice of Sale upon the Defendants.
5. Plaintiff at this time requests that the sheriff sale scheduled for October 1, 2010 be adjourned to December 3, 2010 pending publication of the Notice of Sale per court order.
6. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.

FILED  
02:50 PM  
SEP 30 2010  
WCC

William A. S...  
Secretary/Clerk of Court

7. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 until December 3, 2010 with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for October 1, 2010.



---

TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF  
COMMON PLEAS

NO: 2008-2246-CD

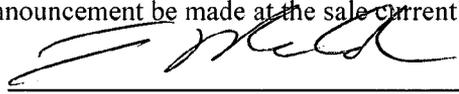
**MEMORANDUM OF LAW**

Plaintiff requested that the Sheriff Sale originally scheduled for April 9, 2010 be continued to the June 4, 2010, August 6, 2010, and subsequently continued again to October 1, 2010 Sheriff's Sale..

Plaintiff at this time requests that the Sheriff Sale set for October 1, 2010 be adjourned to December 3, 2010.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 be adjourned to the December 3, 2010 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for October 1, 2010.



TERRENCE J. MCCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, TERRENCE J. MCCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

  
TERRENCE J. MCCABE, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF  
COMMON PLEAS

NO: 2008-2246-CD

**CERTIFICATION OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion to Adjourn Sheriff Sale, by United States Mail, first class, postage prepaid, on the 27<sup>th</sup> day of September, 2010, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858



**TERRENCE J. McCABE, ESQUIRE**  
Attorney for Plaintiff

**FILED**

SEP 30 2010

William A. Shaw  
Prothonotary/Clerk of Courts

BAC Home Loans Servicing, L.P. fka Countrywide Home  
Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

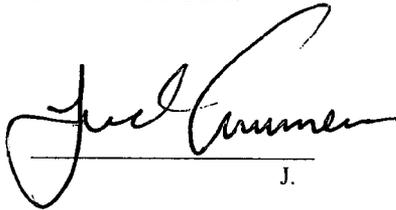
CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

NO: 2008-2246-CD

**ORDER**

AND NOW, this *30<sup>th</sup>* day of *SEPT*, 2010, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for October 1, 2010, it is hereby ORDERED that the Sheriff's Sale of the property known 420 Church Street, Morrisdale, Pennsylvania 16858, is adjourned to the December 3, 2010 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
J.

FILED *Dec*  
*9/25/2010*  
SEP 30 2010  
*Atty Smith*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*(will serve)*

**FILED**

**SEP 30 2010**

William A. Stray  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246

FILED  
NOV 01 2010  
M 10:50  
William A. Shaw  
Prothonotary/Clerk of Courts  
I went to App

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD:

The undersigned attorney, being duly sworn according to law, deposes and says that the following is true and correct to the best of his knowledge and belief:

1. That he is counsel for the above-named Plaintiff;
2. That on April 1, 2010 and September 23, 2010, per the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett, by regular mail, certificate of mailing and certified mail, return receipt requested, addressed to her last-known address known as 2155 Morrisdale Allport Highway, Phillipsburg, PA 16866 and mortgaged premises of 420 Church Street, Morrisdale, Pennsylvania 16858. True and correct copies of the letters, certificates of mailing, and certified receipts, are attached hereto, made a part hereof, and marked as Exhibit "A."
3. That on February 24, 2010, per the attached Court Order, per Plaintiff's conversation with the Clearfield County Sheriff's Office, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett, by posting the same at the mortgaged premises of 420

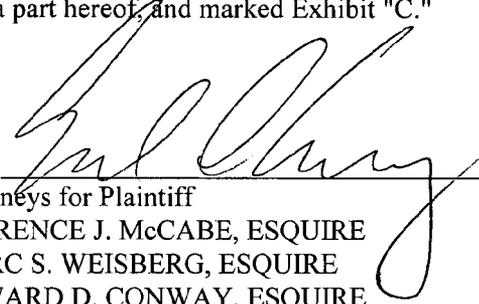
Church Street, Morrisdale, Pennsylvania 16858. A true and correct copy of the Sheriff's Return of Service will be filed duly with the courts.

4. That on April 2, 2010, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett, through publication in *The Progress*(Clearfield). A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "B."

5. That on May 28, 2010, in accordance with the attached Court Order, Plaintiff served a true and correct copy of the Notice of Sheriff's Sale of Real Property upon the Defendant, Thomas Lidgett, through publication in *The Clearfield County Legal Journal*. A true and correct copy of the Proof of Publication indicating the same is attached hereto, made a part hereof, and marked Exhibit "C."

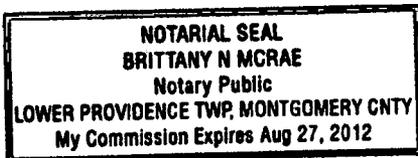
SWORN AND SUBSCRIBED  
BEFORE ME THIS 28<sup>TH</sup> DAY  
OF OCTOBER, 2010

  
NOTARY PUBLIC

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE



38877 ODR  
MAS

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

COUNTRYWIDE HOME LOANS SERVICING LP \*  
Plaintiff \*  
vs. \* NO. 08-2246-CD  
THOMAS LIDGETT, \*  
Defendant \*

ORDER

NOW, this 13<sup>th</sup> day of April, 2009, the Plaintiff is granted leave to serve the  
NOTICE OF SHERIFF'S SALE upon the Defendant **THOMAS LIDGETT** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866;
3. By certified mail, return receipt requested to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866; and
4. By posting the mortgaged premises known in this herein action as to 420 Church Street, Morrisdale, PA 16858.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

\_\_\_\_\_  
/s/ Fredric J Ammerman  
FREDRIC J. AMMERMAN  
President Judge

Attest: *[Signature]*  
Clerk of Courts

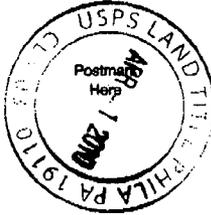
# EXHIBIT A

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



Sent To Thomas Lidgett  
Street, Apt. No.,  
or PO Box No. 400 Church Street  
City, State, ZIP+4 Morrisdale, PA 16858

PS Form 3805, August 2005 See Reverse for Instructions

7009 2620 0001 4260 3422

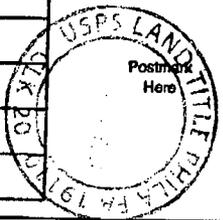
U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

7010 1060 0002 4179 5555

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



Sent To THOMAS LIDDETT  
Street, Apt. No. or PO Box No. 2195 NORRISDALE ALPDRILL HWY  
City, State, ZIP+4 PHILIDELPHIA PA 19101

PS Form 3800, August 2005 See Reverse for Instructions

CRFM 58877

Name and Address of Sender:  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
 Attn: Allyson Marcinkiewicz  
 38877/CRFM

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation



UNITED STATES POSTAGE  
 02 1R  
 009 20954G9  
 MAILED FROM ZIP CODE 19109  
 APR 01 2010  
 \$01.150  
 PRINTED SERVICES

Line	Article Number	Addressee Name, Street and PO Address	Postage	SH Fee	RD Fee	RR Fee
1	BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.  v. Thomas Lidgett	Thomas Lidgett 420 Church Street Morristdale, Pennsylvania 16858				
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
18						
14						
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction or damage to a single container is \$500 per piece, subject to additional limitations for multiple pieces per container. The maximum indemnity payable on Registered Mail is \$500 per piece, subject to additional limitations for multiple pieces per container. Domestic Mail (Domestic Mail) is available for up to \$2,000 per piece, but not all countries. The maximum indemnity payable for Registered Mail, Special Domestic Mail (Domestic Mail), and Registered Mail (RM) is \$500 per piece. See the instructions for limitations of coverage on insured and COD mail. See the instructions for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) pieces.		

PS Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender  
 McCabe, Weisberg and Conway, P.C.  
 123 S. Broad St., Suite 2080  
 Philadelphia, PA 19109  
 Attention: **Brian McCabe** **CRFM 38877**

Check type of mail or service:  
 Certified  Recorded Delivery (International)  
 COD  Registered  
 Delivery Confirmation  Return Receipt for Merchandise  
 Express Mail  Signature Confirmation  
 Insured

Affix Stamp Here  
 (If issued as a certificate of mailing, or for additional copies of this bill) **Postmark and Date of Receipt**



Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee	Handling Charge	Actual Value	
						if Registered	
1	BAC Home Loans Servicing, L.P. aka Countrywide Home Loans Servicing, L.P.	Thomas Lidgett v. Thomas Lidgett 2155 Morrisdale Airport Highway Phillipsburg, PA 16866					
2							
3							
4							
6							
7							
8							
10							
11							
12							

Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single causeable occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise is available for up to \$5,000 per article, but not all countries. The maximum indemnity payable is \$25,000 for registered mail. See Domestic Mail Manual (DMM) 3711, and 3721 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 Standard Mail (A) and Standard Mail (B) parcels.

PS Form 3877, August 2000

Complete by Typewriter, Ink, or Ball Point Pen

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 499  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
FAX (914)-636-8901  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY \*\*  
MARGARET GAIRO \*\*  
LISA L. WALLACE+†  
DEBORAH K. CURRAN±  
LAURA H.G. O'SULLIVAN±  
GAYL C. SPIVAK\* =  
FRANK DUBIN \*\*  
ANDREW L. MARKOWITZ \*\*  
HEIDI R. SPIVAK\*  
SCOTT TAGGART\*  
MARISA COHEN\*  
KATHERINE SANTANGINI^^  
JASON BROOKS †  
STEPHANIE H. HURLEY^^  
DIANN GREEN <  
MATTHEW CONNOR\*  
FAITH MIROS <  
THOMAS K. TESSMER <  
ERIN BRADY^^  
AARON D. NEAL^^  
KEVIN T. MCQUAIL \*\*

\*\* Licensed in PA  
\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
^ Licensed in NY  
^^ Licensed in NJ  
» Licensed in PA & WA  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
^ Licensed in MD & DC  
^^ Licensed in MD  
+ Managing Attorney for NY  
± Managing Attorney for MD  
= Managing Attorney for NJ  
< Licensed in VA  
< Licensed in CT & NJ

April 1, 2010

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Re: BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.  
vs.  
Thomas Lidgett  
Clearfield County; No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Thomas Lidgett:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

**McCabe, Weisberg and Conway, P.C.**

TJM/dhn  
Enclosure

**SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7009 2820 0001 4280 3422  
RETURN RECEIPT REQUESTED**

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 499  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
FAX (914)-636-8901  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY \*\*  
MARGARET GAIRO \*\*  
LISA L. WALLACE+†  
DEBORAH K. CURRAN±  
LAURA H.G. O'SULLIVAN±  
GAYL C. SPIVAK\* =  
FRANK DUBIN \*\*  
ANDREW L. MARKOWITZ \*\*  
HEIDI R. SPIVAK\*  
SCOTT TAGGART\*  
MARISA COHEN\*  
KATHERINE SANTANGINI^^  
JASON BROOKS †  
STEPHANIE H. HURLEY^^  
DIANN GREEN <  
MATTHEW CONNOR\*  
FAITH MIROS ‹  
THOMAS K. TESSMER <  
ERIN BRADY^^  
AARON D. NEAL^^  
KEVIN T. MCQUAIL \*\*

\*\* Licensed in PA  
\* Licensed in PA & NJ  
\*\* Licensed in PA & NY  
^ Licensed in NY  
^^ Licensed in NJ  
» Licensed in PA & WA  
\*\*\* Licensed in PA, NJ & NY  
† Licensed in NY & CT  
▲ Licensed in MD & DC  
± Licensed in MD  
+ Managing Attorney for NY  
± Managing Attorney for MD  
= Managing Attorney for NJ  
< Licensed in VA  
< Licensed in CT & NJ

September 28, 2010

Thomas Lidgett  
2155 Morrisdale Allport Highway  
Phillipsburg, PA 16866

Re: BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.  
vs.  
Thomas Lidgett  
Clearfield County; No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Thomas Lidgett:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

Brittany McRae, Paralegal for  
**McCabe, Weisberg and Conway, P.C.**

TJM/bm  
Enclosure

**SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7010 1060 0002 4179 5555  
RETURN RECEIPT REQUESTED**

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

# EXHIBIT B

COURT OF  
COMMON PLEAS  
CLEARFIELD COUNTY  
NUMBER 2008-2246-CD  
McCABE, WEISBERG  
AND CONWAY, P.C.  
BY: TERRENCE J. McCABE,  
ESQUIRE  
-ID# 16496  
MARC S. WEISBERG, ESQUIRE  
-ID# 17616  
EDWARD D. CONWAY,  
ESQUIRE  
-ID# 34687  
MARGARET GAIRO, ESQUIRE  
-ID# 34419  
123 South Broad Street,  
Suite 2080  
Philadelphia,  
Pennsylvania 19109  
(215) 790-1010  
Attorneys for Plaintiff  
BAC Home Loans Servicing, L.P.  
fka Countrywide  
Home Loans Servicing, L.P.

v.  
Thomas Lidgett  
NOTICE OF  
SHERIFF'S SALE  
OF REAL PROPERTY

To:  
Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858  
Your house (real estate) at 420  
Church Street, Morrisdale, Penn-  
sylvania 16858 is scheduled to be  
sold at Sheriff's Sale on April 9,  
2010 at 10:00 a.m. in the Sheriff's  
Office of the Clearfield County  
Courthouse, 1 North Second  
Street, Clearfield, Pennsylvania  
16830 to enforce the court judg-  
ment of \$133,933.93 obtained by  
BAC Home Loans Servicing, L.P.  
fka Countrywide Home Loans Ser-  
vicing, L.P. against you.

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 canceled if you  
pay to BAC Home Loans Servicing,  
L.P. fka Countrywide Home Loans  
Servicing, L.P. the back payments,  
late charges, costs, and reason-  
able attorney's fees due. To find  
out how much you must pay, you  
may call McCabe, Weisberg and  
Conway, P.C., Esquire at (215)  
790-1010.

2. You may be able to stop the  
sale by filing a petition asking the  
Court to strike or open the judg-  
ment, if the judgment was imper-  
fectly 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 pro-  
ceedings.

You may need an attorney to as-  
sert your rights. The sooner you  
contact one, the more chance you  
will have of stopping the sale. (See  
the following notice on how to ob-  
tain an attorney.)

YOU MAY STILL BE ABLE  
TO SAVE YOUR PROPERTY

PROOF OF PUBLICATION

PRUB  
34417

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 5th day of October, A.D. 20 10  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of April 2, 2010  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

*Margaret E. Krebs*  
Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2011  
Member, Pennsylvania Association of Notaries

**EVEN IF THE SHERIFF'S SALE DOES NOT 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 by calling McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.  
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 on the sale. To find out if this has happened, you may call McCabe, Weisberg and Conway, P.C. at (215) 790-1010.  
4. If the amount due from the buyer is not paid, you may petition the Court to set aside the sale.  
5. If you are unable to pay the amount due, you may petition the Court to set aside the sale. If the Court grants your petition, you may be able to stop the sale. (See the following notice on how to obtain an attorney.)  
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule (less exceptions (reasons why the proposed schedule of distribution is wrong) filed with the Sheriff within 30 days after the closing of the sale and distribution.

YOU SHOULD TAKE THIS PAYMENT TO YOUR LAWYER AT ONCE IF YOU DO NOT HAVE A LAWYER. GO TO 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  
Dave Mettelok  
Court Administrator  
Clearfield County Courthouse  
220 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 Ext. 5982  
ASSOCIATION  
DE LAO ENCI BADOS  
Dave Mettelok  
Court Administrator  
Clearfield County Courthouse  
220 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 Ext. 5982

# EXHIBIT C

PPV B 34477

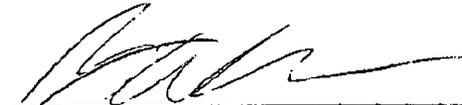
CLEARFIELD COUNTY, PENNSYLVANIA  
NOTICE OF SHERIFF'S SALE OF REAL  
PROPERTY  
CIVIL ACTION LAW  
NO.: 2008-2246-CD

**PROOF OF PUBLICATION**

**STATE OF PENNSYLVANIA** :  
:  
**COUNTY OF CLEARFIELD** :

BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., Plaintiffs vs. Thomas Lidgett, Defendant  
Your house (real estate) at 420 Church Street Morrisdale, Pennsylvania 16858 is scheduled to be sold at Sheriff's Sale on June 4, 2010 at 10:00 AM in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830 to enforce the court judgment of \$133,933.93 obtained by BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. against you.

On this 28<sup>th</sup> day of October AD 2010, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 28, 2010, Vol. 22, No. 22. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Amy Mae Gardner, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires May 28, 2013  
Member, Pennsylvania Association of Notaries

McCabe, Weisberg & Conway, P.C.  
Suite 2080  
123 South Broad Street  
Philadelphia, PA 19109

McCABE, WEISBERG AND CONWAY, P.C.  
BY: EDWARD D. CONWAY, ESQUIRE - ID # 34687  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

4  
FILED  
12/03/2010  
DEC 01 2010

William A. Shaw  
Prothonotary/Clerk of Courts  
Noce

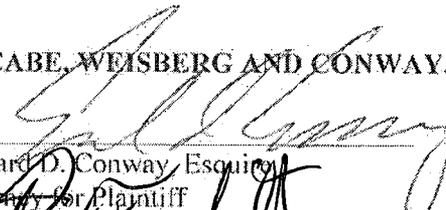
**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., by and through its attorney, Edward D. Conway, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for and avers as follows:

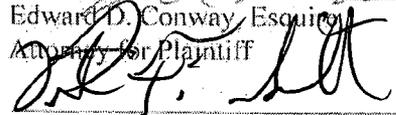
1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for Sheriff's Sale originally scheduled for April 9, 2010.
2. Plaintiff has postponed the Sheriff's Sale to the full extent permitted, and is now requesting that the sale currently scheduled for December 3, 2010 be postponed further until February 4, 2011 as Plaintiff and Defendant are working to resolve the debt.
3. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.
4. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 to the February 4, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for December 3, 2010.

McCABE, WEISBERG AND CONWAY, PC

BY: 

Edward D. Conway, Esquire  
Attorney for Plaintiff

  
Peter F. Smith, Esquire

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: EDWARD D. CONWAY, ESQUIRE - ID # 34687  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**MEMORANDUM OF LAW**

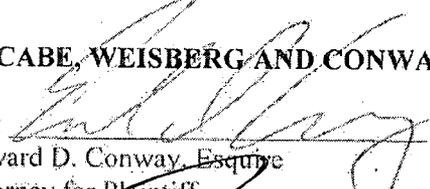
Plaintiff requested that the Sheriff Sale originally scheduled for April 9, 2010 in this matter be continued for the legally allowable time without requesting the postponement from the Court.

Plaintiff at this time requests that the Sheriff Sale set for December 3, 2010 be adjourned to February 4, 2011 as Plaintiff and Defendant are working to resolve the debt.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 be adjourned to the February 4, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for December 3, 2010.

**McCABE, WEISBERG AND CONWAY, PC**

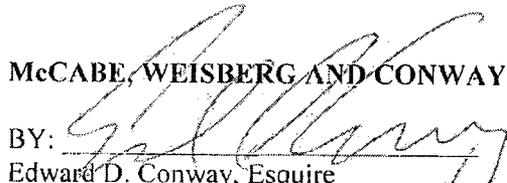
BY:   
Edward D. Conway, Esquire  
Attorney for Plaintiff

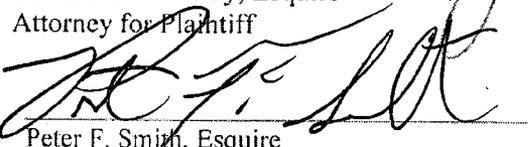
  
Peter F. Smith, Esquire

**VERIFICATION**

The undersigned hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff's representative, who is out of jurisdiction and not available to sign this verification at this time, are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG AND CONWAY, PC**

BY:   
Edward D. Conway, Esquire  
Attorney for Plaintiff

  
Peter F. Smith, Esquire

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. CIVIL ACTION

Plaintiff(s),

No: 2008-2246-CD

vs.

Type of Case: Mortgage Foreclosure

Thomas Lidgett

Defendant

Type of Pleading: Motion to Postpone Sheriff's Sale

CERTIFICATE OF LOCATION:

I HEREBY CERTIFY THAT THE LOCATION OF THE

PREMISES IS:

420 Church Street

Morrisdale, Pennsylvania 16858

Township/Borough: Morris

Parcel #: 124-Q10-000-00312

FILED ON BEHALF OF:

BAC Home Loans Servicing, L.P. fka

Countrywide Home Loans Servicing, L.P.

(Name of Party - indicate Plaintiff or Defendant)

Filed By: Edward D. Conway, Esquire  
McCabe, Weisberg and Conway, P.C.  
123 South Broad Street

Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Attorney's State ID# 34687

Signature

FILED ICC  
012:59:01  
DEC 01 2010  
Atty P. Smith  
William A. Shaw  
Prothonotary/Clerk of Courts

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

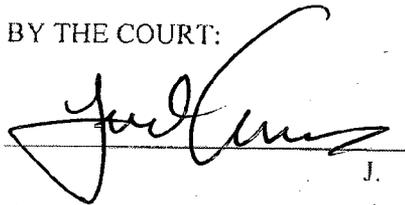
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

ORDER

AND NOW, this 15<sup>th</sup> day of December, 2010, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for December 3, 2010, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the February 4, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
J.

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: EDWARD D. CONWAY, ESQUIRE - ID # 34687  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

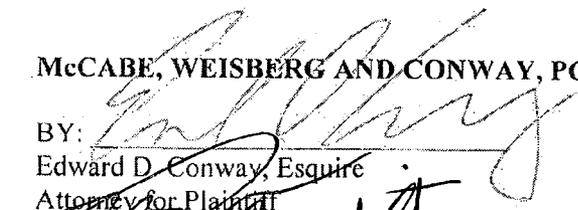
No. 2008-2246-CD

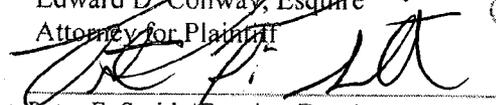
**CERTIFICATION OF SERVICE**

I, Edward D. Conway, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion To Postpone Sheriff Sale, by United States Mail, first class, postage prepaid, on the 1st day of December, 2010, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania, 16858

**McCABE, WEISBERG AND CONWAY, PC**

BY:   
Edward D. Conway, Esquire  
Attorney for Plaintiff

  
Peter F. Smith, Esquire, Esquire

S  
FILED  
DEC 01 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
100  
Atty  
P. Smith

LAW OFFICES

**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE \*\*\*  
MARC S. WEISBERG \*\*  
EDWARD D. CONWAY \*\*  
MARGARET GAIRO \*\*\*  
LISA L. WALLACE \*\*  
DEBORAH K. CURRAN \*\*  
LAURA H.G. O'SULLIVAN \*\*  
GAYL C. SPIVAK \*\*  
FRANK DUBIN \*\*  
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KATHERINE D. SANTANGINI \*\*  
JASON BROOKS +  
FAITH MIROS \*\*  
ERIN M. BRADY \*\*  
KEVIN T. McQUAIL \*  
RABIHAH SCOTT \*\*  
ALEXANDRA T. GARCIA \*  
CORRIN DEMENT \*\*  
ABBY K. MOYNIHAN \*\*  
CATHLEEN WELKER \*\*  
ANTOINETTE N. MOORE \*\*  
CHRISTINE GRAHAM \*

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 499  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
GENERAL FAX (914) 636-8901  
MEDIATION ONLY FAX (914) 819-5505  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia

SUITE 201  
4021 UNIVERSITY DRIVE  
FAIRFAX, VA 22030  
(866) 656-0379

December 1, 2010

See [www.tmc-law.com](http://www.tmc-law.com) for licensing key

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

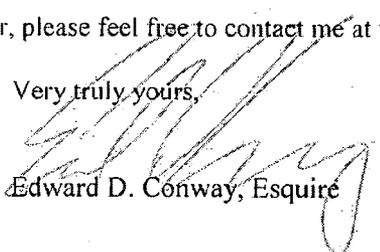
Re: BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. v. Thomas Lidgett  
CLEARFIELD COUNTY; CCP; No. 2008-2246-CD

Dear Sir/Madam:

Enclosed please find a copy of Motion to Postpone Sheriff's Sale with regard to the above matter.

If you should wish to discuss this matter, please feel free to contact me at the above telephone number.

Very truly yours,

  
Edward D. Conway, Esquire

EDC/NRG  
Enclosure

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. CIVIL ACTION

Plaintiff(s), No: 2008-2246-CD

vs.

Type of Case: Mortgage Foreclosure

Thomas Lidgett

Defendant

Type of Pleading: Motion to Postpone Sheriff's Sale

CERTIFICATE OF LOCATION:

I HEREBY CERTIFY THAT THE LOCATION OF THE

PREMISES IS:  
420 Church Street  
Morrisdale, Pennsylvania 16858

Township/Borough: Morris  
Parcel #: 124-Q10-000-00312

FILED ON BEHALF OF:

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

\_\_\_\_\_  
(Name of Party - indicate Plaintiff or Defendant)

Filed By: Marc S. Weisberg, Esquire  
McCabe, Weisberg and Conway, P.C.

123 South Broad Street

Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Attorney's State ID# 17616

*Marc S. Weisberg*  
Signature

FILED ICC  
FEB 04 2011  
Atty P. Smith

William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: MARC S. WEISBERG, ESQUIRE - ID # 17616  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., by and through its attorney, Marc S. Weisberg, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for Sheriff's Sale originally scheduled for April 9, 2010.
2. Plaintiff has postponed the Sheriff's Sale to the full extent permitted, and is now requesting that the sale currently scheduled for February 4, 2011 be postponed further until April 1, 2011 as Plaintiff has placed a moratorium on all sales.
3. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.
4. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 to the April 1, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for February 4, 2011.

**McCABE, WEISBERG AND CONWAY, PC**

BY: Marc S. Weisberg  
Marc S. Weisberg, Esquire  
Attorney for Plaintiff

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: MARC S. WEISBERG, ESQUIRE - ID # 17616  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**MEMORANDUM OF LAW**

Plaintiff requested that the Sheriff Sale originally scheduled for April 9, 2010 in this matter be continued for the legally allowable time without requesting the postponement from the Court.

Plaintiff at this time requests that the Sheriff Sale set for February 4, 2011 be adjourned to April 1, 2011 as Plaintiff has placed a moratorium on all sales.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 be adjourned to the April 1, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for February 4, 2011.

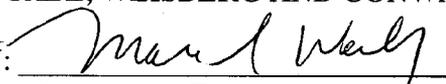
**McCABE, WEISBERG AND CONWAY, PC**

BY: Marc S. Weisberg  
Marc S. Weisberg, Esquire  
Attorney for Plaintiff

**VERIFICATION**

The undersigned hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff's representative, who is out of jurisdiction and not available to sign this verification at this time, are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG AND CONWAY, PC**

BY: 

Marc S. Weisberg, Esquire  
Attorney for Plaintiff

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: MARC S. WEISBERG, ESQUIRE - ID # 17616  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

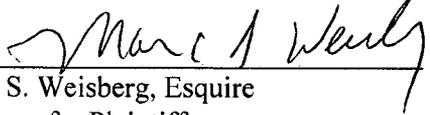
No. 2008-2246-CD

**CERTIFICATION OF SERVICE**

I, Marc S. Weisberg, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion To Postpone Sheriff Sale, by United States Mail, first class, postage prepaid, on the 2nd day of February, 2011, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania, 16858

**McCABE, WEISBERG AND CONWAY, PC**

BY:   
Marc S. Weisberg, Esquire  
Attorney for Plaintiff

LAW OFFICES  
McCABE, WEISBERG & CONWAY, P.C.  
SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

TERRENCE J. McCABE \*\*\*  
MARC S. WEISBERG \*\*  
EDWARD D. CONWAY \*\*  
MARGARET GAIRO \*\*  
LISA L. WALLACE †  
DEBORAH K. CURRAN \*\*  
LAURA H.G. O'SULLIVAN \*\*  
GAYL C. SPIVAK \*\*  
ANDREW L. MARKOWITZ \*\*  
HEIDI R. SPIVAK \*  
SCOTT T. TAGGART \*  
MARISA J. COHEN \*  
JASON BROOKS †  
ERIN M. BRADY \*\*  
KEVIN T. McQUAIL \*  
ALEXANDRA T. GARCIA \*  
CORRIN DEMENT \*\*  
ABBY K. MOYNIHAN \*\*  
CATHERINE WELKER \*  
ANTOINETTE N. MOORE \*\*  
CHRISTINE GRAHAM \*  
MELISSA A. SPOSATO \*  
HEATHER WEJNERT \*

See [www.mvc-law.com](http://www.mvc-law.com) for licensing key.

February 2, 2011

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 499  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
GENERAL FAX (914) 636-8901  
MEDIATION ONLY FAX (914) 819-5505  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia

SUITE 201  
4021 UNIVERSITY DRIVE  
FAIRFAX, VA 22030  
(866) 656-0379

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

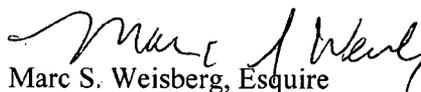
Re: BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. v. Thomas  
Lidgett  
CLEARFIELD COUNTY; CCP; No. 2008-2246-CD

Dear Sir/Madam:

Enclosed please find a copy of Motion to Postpone Sheriff's Sale with regard to the  
above matter.

If you should wish to discuss this matter, please feel free to contact me at the above  
telephone number.

Very truly yours,

  
Marc S. Weisberg, Esquire

MSC/NRG  
Enclosure

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

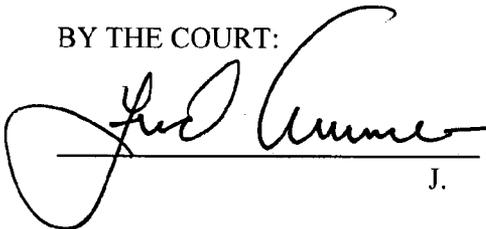
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

ORDER

AND NOW, this 4<sup>th</sup> day of February, 2011, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for February 4, 2011, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the April 1, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
J.

FILED 100

012:16801  
FEB 04 2011

William A. Shaw  
Prothonotary/Clerk of Courts

Atty P. Smith  
(will serve)

(60)

**FILED**

**FEB 04 2011**

**William A. Shaw  
Prothonotary/Clerk of Courts**

*Edward*

*1/10*

*Edward*

07

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. CIVIL ACTION

Plaintiff(s), No: 2008-2246-CD

vs.

Type of Case: Mortgage Foreclosure

Thomas Lidgett

Defendant

Type of Pleading: Motion to Postpone Sheriff's Sale

CERTIFICATE OF LOCATION:

I HEREBY CERTIFY THAT THE LOCATION OF THE

PREMISES IS:

420 Church Street

Morrisdale, Pennsylvania 16858

Township/Borough: Morris

Parcel #: 124-Q10-000-00312

FILED ON BEHALF OF:

BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.

(Name of Party - indicate Plaintiff or Defendant)

Filed By: Heidi R. Spivak, Esquire  
McCabe, Weisberg and Conway, P.C.

123 South Broad Street

Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Attorney's State ID# 74770

Signature *[Handwritten Signature]*

FILED NO  
079:0234 CC  
MAR 30 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: HEIDI R. SPIVAK, ESQUIRE - ID #74770  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., by and through its attorney, Heidi R. Spivak, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for Sheriff's Sale originally scheduled for April 9, 2010.

2. Plaintiff requests that the sale for April 1, 2011 be adjourned to May 6, 2011. This request is made consistent with Bank of America's extended review of foreclosure documentation. Bank of America's initial assessment findings show the basis for its foreclosure decisions is accurate. Under the circumstances, we respectfully request that the Court postpone the sale until May 6, 2011 to enable Bank of America to complete its review and facilitate the process.

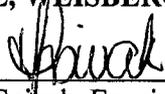
3. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.

4. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 to the May 6, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for April 1, 2011.

**McCABE, WEISBERG AND CONWAY, PC**

BY: \_\_\_\_\_

  
Heidi R. Spivak, Esquire  
Attorney for Plaintiff

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: HEIDI R. SPIVAK, ESQUIRE - ID #74770  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**MEMORANDUM OF LAW**

Plaintiff requested that the Sheriff Sale originally scheduled for April 9, 2010 in this matter be continued for the legally allowable time without requesting the postponement from the Court.

Plaintiff at this time requests that the Sheriff Sale set for April 1, 2011 be adjourned to May 6, 2011 as Plaintiff has placed a moratorium on all sales.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 be adjourned to the May 6, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for April 1, 2011.

**McCABE, WEISBERG AND CONWAY, PC**

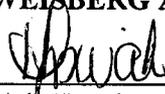
BY: Heidi R. Spivak  
Heidi R. Spivak, Esquire  
Attorney for Plaintiff

**VERIFICATION**

The undersigned hereby certifies that she is the attorney for the Plaintiff in the within action and that she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff's representative, who is out of jurisdiction and not available to sign this verification at this time, are true and correct to the best of her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG AND CONWAY, PC**

BY: \_\_\_\_\_

  
Heidi R. Spivak, Esquire  
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.  
BY: HEIDI R. SPIVAK, ESQUIRE - ID #74770  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**CERTIFICATION OF SERVICE**

I, Heidi R. Spivak, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion To Postpone Sheriff Sale, by United States Mail, first class, postage prepaid, on the 28th day of March, 2011, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania, 16858

McCABE, WEISBERG AND CONWAY, PC

BY: Heidi R. Spivak  
Heidi R. Spivak, Esquire  
Attorney for Plaintiff

BAC Home Loans Servicing, L.P. fka  
 Countrywide Home Loans Servicing, L.P.  
 Plaintiff

v.

Thomas Lidgett  
 Defendant

CLEARFIELD COUNTY  
 COURT OF COMMON PLEAS

No. 2008-2246-CD

**ORDER**

AND NOW, this 30<sup>th</sup> day of March, 2011, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for April 1, 2011, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the May 6, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

*[Handwritten Signature]*

---

J.

**FILED**  
 01123724  
 MAR 30 2011  
 2cc  
 Amy P. Smith  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 (612)

**FILED**

**MAR 30 2011**

**William A. Shaw  
Prothonotary/Clerk of Courts**

DATE: 3/30/11

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff(s),

CIVIL ACTION  
No: 2008-2246-CD

vs.

Type of Case: Mortgage Foreclosure

Thomas Lidgett

Defendant

Type of Pleading: Motion to Postpone Sheriff's Sale

CERTIFICATE OF LOCATION:

I HEREBY CERTIFY THAT THE LOCATION OF  
THE

PREMISES IS:

420 Church Street

Morrisdale, Pennsylvania 16858

Township/Borough: Morris

Parcel #: 124-Q10-000-00312

FILED ON BEHALF OF:

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

(Name of Party - indicate Plaintiff or  
Defendant)

Filed By: Terrence J. McCabe, Esquire  
McCabe, Weisberg and Conway, P.C.

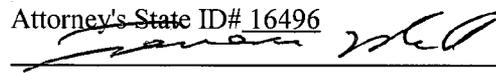
123 South Broad Street

Suite 2080

Philadelphia, PA 19109

(215) 790-1010

Attorney's State ID# 16496

  
Signature

**FILED**  
01214780 1cc  
MAY 05 2011 Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

ORIGINAL

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

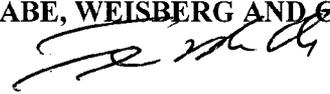
**MOTION TO ADJOURN SHERIFF'S SALE**

Plaintiff, BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., by and through its attorney, Terrence J. McCabe, Esquire, moves this Honorable Court for an Order adjourning the Sheriff's Sale scheduled for and avers as follows:

1. Plaintiff filed a Writ of Execution, as well as the Affidavit required by Pa.R.C.P. 3129, in order to list the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 for Sheriff's Sale originally scheduled for April 9, 2010.
2. Plaintiff has postponed the Sheriff's Sale to the full extent permitted, and is now requesting that the sale currently scheduled for May 6, 2011 be postponed further until July 1, 2011 as Plaintiff and Defendant are working to resolve the debt.
3. Plaintiff has complied with all the pertinent statutory and procedural rules of court governing the listing of real property for Sheriff's Sale.
4. Neither the parties hereto nor the parties previously set forth in the Affidavit Pursuant to Rule 3129 will be prejudiced by the adjournment of the Sheriff's Sale.

WHEREFORE, Plaintiff prays that this Honorable Court grant an Order adjourning the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 to the July 1, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except for an announcement be made at the sale currently scheduled for May 6, 2011.

McCABE, WEISBERG AND CONWAY, PC

BY: 

Terrence J. McCabe, Esquire  
Attorney for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**MEMORANDUM OF LAW**

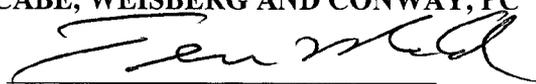
Plaintiff requested that the Sheriff Sale originally scheduled for April 9, 2010 in this matter be continued for the legally allowable time without requesting the postponement from the Court.

Plaintiff at this time requests that the Sheriff Sale set for May 6, 2011 be adjourned to July 1, 2011 as Plaintiff and Defendant are working to resolve the debt.

Pursuant to Pa.R.C.P. 3129.3, the Court has the discretion to adjourn a Sheriff's Sale and dispense the requirement of new notice.

WHEREFORE, Plaintiff prays that a special order of court be granted and the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 be adjourned to the July 1, 2011 Sheriff's Sale with no additional advertising of said Sale and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 being required, except that an announcement be made at the sale currently scheduled for May 6, 2011.

McCABE, WEISBERG AND CONWAY, PC

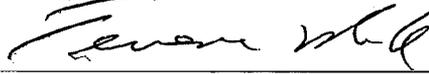
BY: 

Terrence J. McCabe, Esquire  
Attorney for Plaintiff

**VERIFICATION**

The undersigned hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff's representative, who is out of jurisdiction and not available to sign this verification at this time, are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG AND CONWAY, PC**

BY: 

Terrence J. McCabe, Esquire  
Attorney for Plaintiff

**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorneys for Plaintiff**

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

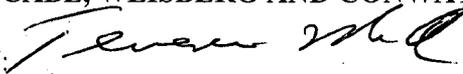
No. 2008-2246-CD

**CERTIFICATION OF SERVICE**

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing Motion To Postpone Sheriff Sale, by United States Mail, first class, postage prepaid, on the 4th day of May, 2011, upon the following:

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania, 16858

**McCABE, WEISBERG AND CONWAY, PC**

BY: 

Terrence J. McCabe, Esquire  
Attorney for Plaintiff

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

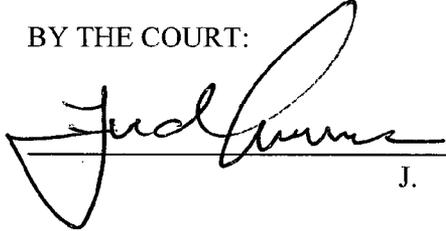
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**ORDER**

AND NOW, this *5<sup>th</sup>* day of *May*, 2011, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for May 6, 2011, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the July 1, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
J.

FILED  
012:4730  
MAY 05 2011  
ICC Atty  
ICC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
②

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21094  
NO: 08-2246-CD

PLAINTIFF: BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P.  
vs.  
DEFENDANT: THOMAS LIDGETT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/6/2010

LEVY TAKEN 2/24/2010 @ 2:25 PM

POSTED 2/24/2010 @ 2:25 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 9/21/2011

DATE DEED FILED

PROPERTY ADDRESS 420 CHURCH STREET MORRISDALE , PA 16858

FILED  
9/21/2011  
SEP 21 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$320.96

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_\_ Day of \_\_\_\_\_ 2011

*Chester A. Hawkins*  
*Dry Cynthia Butler Cephal*  
Chester A. Hawkins  
Sheriff

BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P.

vs  
THOMAS LIDGETT

1 3/1/2010 @ SERVED THOMAS LIDGETT

SERVED THOMAS LIDGETT, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 420 CHRUCH STREET, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70083230000335907648 CERT RETURNED  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTON, NOTICE OF SALE AND COPY OF THE LEVY.

2 2/24/2010 @ 2:30 PM SERVED THOMAS LIDGETT

SERVED THOMAS LIDGETT, DEFENDANT, AT HIS RESIDENCE 2155 MORRISDALE-ALLPORT HIGHWAY, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVAINA BY HANDING TO WESLEY LIDGETT, SR., FATHER OF THE  
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.

3 3/2/2010 @ SERVED THOMAS LIDGETT

SERVED THOMAS LIDGETT, DEFENDANT, AT 2155 MORRISDALE-ALLPORT HIGHWAY, PHILIPSBURG, PENNSYLVANIA BY REG & CERT MAIL PER COURT ORDER CERT #70083230000335907631  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED

NOW, APRIL 8, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR APRIL 9, 2001 TO JUNE 4, 2010.

@ SERVED

NOW, JUNE 2, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JUNE 4, 2010 TO AUGUST 6, 2010.

@ SERVED

NOW, AUGUST 5, 2010 RECEIVED AN AMENDED COURT ORDER TO ADJOURN THE SHERIFF SALE SCHEDULED FOR AUGUST 6, 2010 TO OCTOBER 1, 2010 WITH NO ADDITONAL ADVERTISING.

@ SERVED

NOW, SEPTEMBER 30, 2010 RECEIVED A COURT ORDER TO ADJOURN THE SHERIFF SALE SCHEDULED FOR OCTOBER 1, 2010 TO DECEMBER 3, 2010 WITH NO ADDITIONAL ADVERTISING OR NOTICE .

BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P.

vs  
THOMAS LIDGETT

---

@ SERVED

NOW, DECEMBER 1, 2010 RECEIVED A COURT ORDER TO ADJOURN THE SHERIFF SALE SCHEDULED FOR DECEMBER 3, 2011 TO FEBRUARY 4, 2011 WITH NO FURTHER ADVERTISING OR NOTICE.

---

@ SERVED

NOW, FEBRUARY 4, 2011 RECEIVED A COURT ORDER TO ADJOURN THE SHERIFF SALE SCHEDULED FOR FEBRUARY 4, 2011 TO APRIL 1, 2011 WITH NO FURTHER ADVERTISING OR NOTICE.

---

@ SERVED

NOW, MARCH 30, 2011 RECEIVED A COURT ORDER TO ADJOURN THE SHERIFF SALE SCHEDULED FOR APRIL 1, 2011 TO MAY 6, 2011 WITH NO FURTHER ADVERTISING OR NOTICE.

---

@ SERVED

NOW, MAY 5, 2011 RECEIVED A COURT ORDER TO ADJOURN THE SHERIFF SALE SCHEDULED FOR MAY 6, 2011 TO JULY 1, 2011 WITH NO FURTHER ADVERTISING OR NOTICE.

---

@ SERVED

NOW, JUNE 28, 2011 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JULY 1, 2011, DUE TO DOCUMENT REVIEW.

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

BAC Home Loans Servicing, L.P., f/k/a  
Countrywide Home Loans Servicing, L.P.

Vs.

NO.: 2008-02246-CD

Thomas Lidgett

**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:

- (1) See Attached Description

AMOUNT DUE/PRINCIPAL: \$133,933.93  
INTEREST FROM 01/13/09 to Date of  
Sale plus \$22.02 per diem thereafter:  
ATTY'S COMM: \$  
DATE: 1/6/2010

PROTH. COSTS PAID: \$155.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 6<sup>th</sup> day  
of January A.D. 2009  
At 3:00 A.M./P.M.

Cristina G. Hawley  
Sheriff By Cynthia Butler-Orphan

Requesting Party: Margaret Gairo, Esq.  
123 South Broad St., Ste. 2080  
Philadelphia, PA 19109  
(215) 790-1010

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COALCOMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO; TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING.

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

Title to said premises is vested in Thomas Lidgett by deed from Gregory A. Dixon and Lori L. Dixon, husband and wife, dated June 15, 2004 and recorded June 16, 2004 in Instrument No. 200409658.

TAX I.D. #: 124-Q10-000-00312

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME THOMAS LIDGETT

NO. 08-2246-CD

NOW, September 21, 2011, 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 July 01, 2011, I exposed the within described real estate of Thomas Lidgett to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MILEAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	24.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	120.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$320.96</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

DEBT-AMOUNT DUE	133,933.93
INTEREST @ 22.0200	19,795.98
FROM 01/13/2009 TO 07/01/2011	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$153,749.91</b>

**COSTS:**

ADVERTISING	430.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	500.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	320.96
LEGAL JOURNAL COSTS	297.00
PROTHONOTARY	155.00
MORTGAGE SEARCH	200.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,903.71</b>

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

CHESTER A. HAWKINS, Sheriff

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

COUNTRYWIDE HOME LOANS SERVICING LP  
Plaintiff

vs.  
THOMAS LIDGETT,  
Defendant

NO. 08-2246-CD

FILED

ORDER

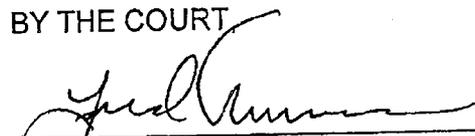
NOW, this 13<sup>th</sup> day of April, 2009, the Plaintiff is granted leave to serve the

NOTICE OF SHERIFF'S SALE upon the Defendant THOMAS LIDGETT by: *MTT*

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866;
3. By certified mail, return receipt requested to 420 Church Street, Morrisdale, PA 16858 and 2155 Morrisdale Allport Highway, Philipsburg, PA 16866; and
4. By posting the mortgaged premises known in this herein action as to 420 Church Street, Morrisdale, PA 16858.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT

  
FREDRIC J. AMMERMAN  
President Judge

APR 16 2009  
6/3/20/09  
William A. Shaw  
Clerk of Courts  
3 (Enc) to

UA



Home | Help | Sign In

Track & Confirm [FAQs](#)

# Track & Confirm

## Search Results

Label/Receipt Number: 7008 3230 0003 3590 7631  
 Class: **First-Class Mail**<sup>®</sup>  
 Service(s): **Certified Mail**<sup>™</sup>  
**Return Receipt Electronic**  
 Status: **Delivered**

**Track & Confirm**

Enter Label/Receipt Number.

Your item was delivered at 10:59 AM on March 2, 2010 in PHILIPSBURG, PA 16866.

### Detailed Results:

- Delivered, March 02, 2010, 10:59 am, PHILIPSBURG, PA 16866
- Arrival at Unit, March 02, 2010, 6:20 am, PHILIPSBURG, PA 16866
- Acceptance, March 01, 2010, 3:25 pm, CLEARFIELD, PA 16830

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

### 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:

THOMAS LIDGETT  
 2155 MORRISDALE ALLPORT HIGHWAY  
 PHILIPSBURG, PA 16866

2. Article Number (Transfer from service label) **7008 3230 0003 3590 7631**

### COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  Addressee

*[Signature]*

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

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

3. Service Type

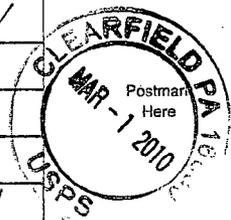
Certified Mail  Express Mail  
 Registered  Return Receipt  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)



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

OFFICIAL USE	
Postage	\$ .61
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71



Sent To

Street, Apt. No., or PO Box No. THOMAS LIDGETT  
 2155 MORRISDALE ALLPORT HIGHWAY  
 City, State, ZIP+4 PHILIPSBURG, PA 16866

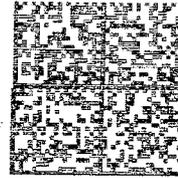
7008 3230 0003 3590 7631

**CHESTER A. HAWKINS  
SHERIFF**

COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 7648



Haster

016H16505405  
**\$05.71**  
03/01/2010  
Mailed From 16830  
US POSTAGE

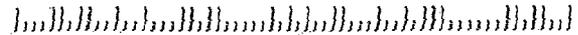
THOMAS LIDGETT  
420 CHRUCH STREET  
MORRISDALE, I

NIXIE 185 SE 1 02 03/24/10

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 16830247201 \*0596-16411-24-27

168302472



3-2 ✓

7008 3230 0003 3590 7648

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	\$ .61
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71

**CLEARFIELD PA 16830**  
MAR 1 2010  
Postmark Here  
USPS

Sent To

Street, Apt. No.,  
or PO Box No. THOMAS LIDGETT  
420 CHRUCH STREET

City, State, ZIP+4 MORRISDALE, PA 16858

PS Form 3800, August 2006 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY						
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>X</p> <table border="1" data-bbox="735 583 1239 646"><tr><td>B. Received by (<i>Printed Name</i>)</td><td>C. Date of Delivery</td></tr></table>	B. Received by ( <i>Printed Name</i> )	C. Date of Delivery				
B. Received by ( <i>Printed Name</i> )	C. Date of Delivery						
1. Article Addressed to:  <p style="text-align: center;">THOMAS LIDGETT 420 CHRUCH STREET MORRISDALE, PA 16858</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"><tr><td><input checked="" type="checkbox"/> Certified Mail</td><td><input type="checkbox"/> Express Mail</td></tr><tr><td><input type="checkbox"/> Registered</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td><input type="checkbox"/> C.O.D.</td></tr></table> <p>4. Restricted Delivery? (<i>Extra Fee</i>) <input type="checkbox"/> Yes</p>	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail						
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise						
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.						
2. Article Number ( <i>Transfer from service label</i> )	7008 3230 0003 3590 7648						

1102 2 2004

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**  
SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

TERRENCE J. McCABE\*\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY \*\*  
MARGARET GAIRO \*\*  
LISA L. WALLACE††  
DEBORAH K. CURRAN\*\*  
LAURA H.G. O'SULLIVAN\*\*  
GAYL C. SPIVAK\*\*=  
FRANK DUBIN \*\*  
ANDREW L. MARKOWITZ \*\*  
HEIDI R. SPIVAK\*  
SCOTT TAGGART\*  
MARISA COHEN\*  
KATHERINE SANTANGINI\*\*  
JASON BROOKS †  
STEPHANIE H. MURLEY\*\*  
DIANN GREEN <  
MATTHEW CONNOR\*  
FAITH MIROS †  
ERIN BRADY\*\*  
AARON D. NEAL\*\*  
KEVIN T. MCQUAH \*\*  
RUHI MIRZA >

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020

SUITE 499  
145 HUGUENOT STREET  
NEW ROCHELLE, NY 10801  
(914)-636-8900  
FAX (914)-636-8901  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia  
and Virginia

April 8, 2010

- \*\*\* Licensed in PA
- \* Licensed in PA & NJ
- \*\* Licensed in PA & NY
- < Licensed in NY
- > Licensed in NJ
- < Licensed in PA & VA
- \*\*\* Licensed in PA, NJ & NY
- † Licensed in NY & CT
- & Licensed in MD & DC
- \*\* Licensed in MD
- † Managing Attorney for NY
- & Managing Attorney for MD
- < Managing Attorney for NJ
- < Licensed in VA
- < Licensed in CT & NJ
- > Licensed in MD & VA

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

Re: BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.  
vs. Thomas Lidgett  
Clearfield County, Court of Common Pleas, No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the April 9, 2010 Sheriff's Sale. I am requesting at this time that you postpone this matter to the June 4, 2010 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,  
**James Gargiulo**  
Legal Assistant

/jg

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
SHERIFF'S OFFICE-RECEIVED BY:

CA  
SIGNATURE

4-8-10  
DATE

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*



McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
ATTORNEY ID # 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorneys for Plaintiff

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

AMENDED ORDER

AND NOW, this 5<sup>th</sup> day of August, 2010, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for August 6, 2010, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the October 1, 2010 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
J.

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

AUG 05 2010

Attest.

  
Prothonotary/  
Clerk of Courts

BAC Home Loans Servicing, L.P. fka Countrywide Home  
Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

NO: 2008-2246-CD

ORDER

AND NOW, this 30<sup>th</sup> day of Sept., 2010, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for October 1, 2010, it is hereby ORDERED that the Sheriff's Sale of the property known 420 Church Street, Morrisdale, Pennsylvania 16858, is adjourned to the December 3, 2010 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

SEP 30 2010

Attest.

*William A. ...*  
Promotory/  
Clerk of Courts

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**ORDER**

AND NOW, this 1<sup>st</sup> day of December, 2010, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for December 3, 2010, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the February 4, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

/S/ Fredric J Ammerman

J.

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

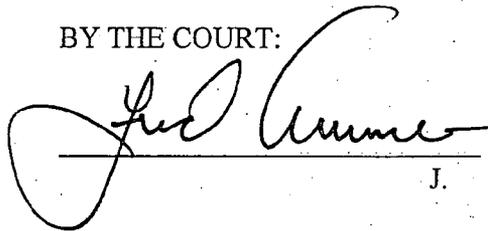
CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

ORDER

AND NOW, this 4<sup>th</sup> day of February, 2011, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for February 4, 2011, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the April 1, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

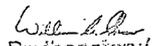
BY THE COURT:

  
J.

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

FEB 07 2011

Attest.

  
Prothonotary/  
Clerk of Courts

FILED 100

OK 2/11/2011  
FEB 04 2011

William A. Shaw  
Prothonotary/Clerk of Courts

Atty P. Smith  
(will serve)

6

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

v.

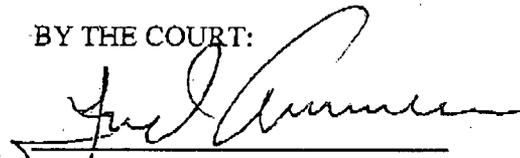
No. 2008-2246-CD

Thomas Lidgett  
Defendant

ORDER

AND NOW, this 30<sup>th</sup> day of March, 2011, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for April 1, 2011, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the May 6, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

  
\_\_\_\_\_ J.

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

MAR 30 2011

Attest.

  
Prothonotary/  
Clerk of Courts

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

ORDER

AND NOW, this 5<sup>th</sup> day of May, 2011, upon consideration of Plaintiff's Motion to Adjourn the Sheriff's Sale currently scheduled in the above-captioned matter for May 6, 2011, it is hereby ORDERED that the Sheriff's Sale of the property known as 420 Church Street, Morrisdale, Pennsylvania 16858 is adjourned to the July 1, 2011 Sheriff's Sale. It is FURTHER ORDERED that no additional advertising of said Sale is necessary and no new notice to the parties previously set forth in the Affidavit Pursuant to Pa.R.C.P. 3129 is required.

BY THE COURT:

/s/ Fredric J Ammerman

J.

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

MAY 05 2011

Attest.

William H. [Signature]  
Prothonotary  
Clerk of Courts

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

SUITE 2080  
123 SOUTH BROAD STREET  
PHILADELPHIA, PA 19109  
(215) 790-1010  
FAX (215) 790-1274

TERRENCE J. McCABE\*\*  
MARC S. WEISBERG\*\*  
EDWARD D. CONWAY\*\*  
MARGARET GAIRO\*\*  
LISA L. WALLACE\*\*  
DEBORAH K. CURRAN\*\*  
LAURA H.G. O'SULLIVAN\*\*  
GAYL C. SPIVAK\*\*  
ANDREW L. MARKOWITZ\*\*  
HEIDI R. SPIVAK\*\*  
SCOTT T. TAGGART\*\*  
MARISA J. COHEN\*\*  
JASON BROOKS\*\*  
ERIN M. BRADY\*\*  
KEVIN T. McQUAIL\*\*  
ALEXANDRA T. GARCIA\*\*  
CORRIN DEMENT\*\*  
ABBY K. MOYNIHAN\*\*  
CATHERINE WELKER\*\*  
ANTOINETTE N. MOORE\*\*  
CHRISTINE GRAHAM\*\*  
MELISSA A. SPOSATO\*\*  
HEATHER WEINERT\*\*  
RICHARD J. SUZOR, JR.\*\*  
MAKENNA E. PORCH\*\*  
LAURA LATTA\*\*  
BRIAN T. LaMANNA\*\*  
DIANA THEOLOGOU\*\*  
SHEERA G. ENGRISSEI\*\*  
SAMANTHA A. CLIFFORD\*\*  
JO-ANN T. LAMBERT-O'NEILL\*\*

SUITE 303  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(856) 858-7080  
FAX (856) 858-7020  
  
SUITE 499  
145 HUGENOT STREET  
NEW ROCHELLE, NY 10801  
(914) 636-8900  
GENERAL FAX (914) 836-8901  
MEDIATION ONLY FAX (914) 819-5505  
Also servicing Connecticut

SUITE 100  
8101 SANDY SPRING ROAD  
LAUREL, MD 20707  
(301) 490-3361  
FAX (301) 490-1568  
Also servicing the District of Columbia

SUITE 201  
4021 UNIVERSITY DRIVE  
FAIRFAX, VA 22030  
(866) 556-0379

June 28, 2011

See www.mccabeweb.com for licensing

Sheriff of Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830

Re: BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.  
vs.  
Thomas Lidgett  
Clearfield County, Court of Common Pleas, No. 2008-2246-CD  
Premises: 420 Church Street, Morrisdale, Pennsylvania 16858

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the July 1, 2011 Sheriff's Sale. I am requesting at this time that you stay this sale. File is still on hold for document review.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

As acknowledgment of this stay, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

Elizabeth Phillips  
Legal Assistant

/cp  
SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183, 3257

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. \_\_\_\_\_ Term, \_\_\_\_\_

Orig. No. 2008-2246-CD

**FILED**

SEP 26 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CERT TO SHER  
w/ 6 WRITS  
1 CERT w/ WRIT &  
ATT

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Thomas Lidgett, and  
And index this writ
  - a. Against Thomas Lidgett defendant

As a lis pendens against the real property of the defendant as follows: (Specifically described property)\*

420 Church Street, Morrisdale, Pennsylvania 16858

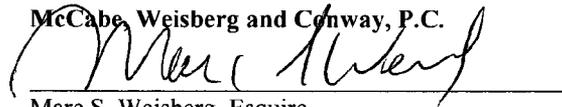
3.

Amount Due	\$133,933.93
Interest from 01/13/09 to	
_____	\$ _____
plus \$22.02 per diem thereafter	
Total	\$ _____

Prothonotary costs \$ 175.00

Dated 9-26-11

McCabe, Weisberg and Conway, P.C.



Marc S. Weisberg, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Exec. No. 2008-2246-CD Term,     

Orig. No.                                 

BAC Home Loans Servicing, L.P. fka Countrywide Home  
Loans Servicing, L.P.

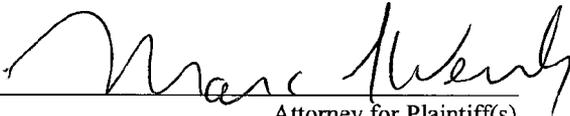
v.

Thomas Lidgett

---

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Filed:

  
\_\_\_\_\_  
Attorney for Plaintiff(s)

Address: Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Where papers may be served.

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COAL COMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING AND CONTAINING SIX AND EIGHT-TWO ONE HUNDREDTHS (6.82/100) ACRES.

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

TAX I.D. #: 124-Q10-000-00312

Title to said premises is vested in Thomas Lidgett by deed from Gregory A. Dixon and Lori L. Dixon, husband and wife dated June 15, 2004 and recorded June 16, 2004 in Deed Instrument No. 200409658.

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COAL COMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING AND CONTAINING SIX AND EIGHT-TWO ONE HUNDREDTHS (6.82/100) ACRES.

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McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
HEIDI R. SPIVAK, ESQUIRE - ID #74770  
MARISA J. COHEN, ESQUIRE - ID # 87830  
KEVIN T. McQUAIL, ESQUIRE - ID # 307169  
CHRISTINE L. GRAHAM, ESQUIRE - ID # 309480  
BRIAN T. LaMANNA, ESQUIRE - ID # 310321

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned, attorney for Plaintiff in the above action, sets forth the following information concerning the real property located at: 420 Church Street, Morrisdale, Pennsylvania 16858, as of the date the Praecipe for the Writ of Execution was filed. A copy of the description of said property being attached hereto.

1. Name and address of Owner or Reputed Owner

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

2. Name and address of Defendant in the judgment:

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

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

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

Plaintiff herein

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

Name	Address
Plaintiff herein	
Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender	P.O. Box 2026 Flint, Michigan 48501
Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender	P.O. Box 660694 Dallas, Texas 75266

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 which may be affected by the sale:

Name	Address
None	

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	420 Church Street Morrisdale, Pennsylvania 16858
Commonwealth of Pennsylvania	Department of Public Welfare Bureau of Child Support Enforcement P.O. Box 2675 Harrisburg, PA 17105 ATTN: Dan Richard
Commonwealth of Pennsylvania Inheritance Tax Office	110 North 8 <sup>th</sup> Street Suite #204 Philadelphia, PA 19107
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
PA Department of Revenue	Bureau of Compliance P.O. Box 281230 Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Revenue Bureau of  
Compliance

Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

United States of America

Internal Revenue Service  
Federated Investors Tower  
1001 Liberty Avenue  
13<sup>th</sup> Floor  
Ste. 1300  
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the  
Western District of PA  
Harrisburg Federal Building & Courthouse  
228 Walnut Street, Ste. 220  
Harrisburg, PA 17108-1754  
and  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

United States of America c/o  
Atty General of the United States

U.S. Dept of Justice, Room 5111  
950 Pennsylvania Avenue NW  
Washington, DC 20530-0001

United States of America c/o  
Atty General of the United States

U.S. Dept of Justice, Room 4400  
950 Pennsylvania Avenue NW  
Washington, DC 20530-0001

8. Name and address of Attorney of record:

Name

Address

None

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

September 20, 2011

DATE

  
\_\_\_\_\_  
Marc S. Weisberg, Esquire  
Attorney for Plaintiff

**LEGAL DESCRIPTION**

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Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

TAX I.D. #: 124-Q10-000-00312

Title to said premises is vested in Thomas Lidgett by deed from Gregory A. Dixon and Lori L. Dixon, husband and wife dated June 15, 2004 and recorded June 16, 2004 in Deed Instrument No. 200409658.

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**  
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**MARISA J. COHEN, ESQUIRE - ID # 87830**  
**KEVIN T. McQUAIL, ESQUIRE - ID # 307169**  
**CHRISTINE L. GRAHAM, ESQUIRE - ID # 309480**  
**BRIAN T. LaMANNA, ESQUIRE - ID # 310321**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**CIVIL ACTION LAW**

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

v.

Thomas Lidgett

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246-CD

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

To: Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

Your house (real estate) at **420 Church Street, Morrisdale, Pennsylvania 16858** is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_ at **10 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830 to enforce the court judgment of \$133,933.93 obtained by BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. against you.

**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 canceled if you pay to BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.
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 the following notice 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 McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.
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 on the sale. To find out if this has happened, you may call McCabe, Weisberg and Conway, P.C. at (215) 790-1010.
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 a 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 real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of 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 schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate 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, 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**

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**ASSOCIATION DE LICENCIADOS**

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 5982

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

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Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

TAX I.D. #: 124-Q10-000-00312

Title to said premises is vested in Thomas Lidgett by deed from Gregory A. Dixon and Lori L. Dixon, husband and wife dated June 15, 2004 and recorded June 16, 2004 in Deed Instrument No. 200409658.

**FILED**  
SEP 26 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG & CONWAY, P.C.  
TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
KEVIN T. McQUAIL, ESQUIRE - ID # 307169  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Attorney for Plaintiff

BAC Home Loans Servicing, L.P. fka  
Countrywide Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Number 2008-2246-CD

FILED *no cc*  
*mtj 2011*  
OCT 19 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

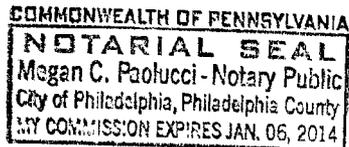
**AFFIDAVIT OF SERVICE**  
**OF**  
**AMENDED AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned attorney for the Plaintiff in the within matter, hereby certifies that on the 14th day of October, 2011, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in Amended Affidavit Pursuant to 3129 which is attached hereto.

A copy of the Notice of Sheriff's Sale and certificate of mailing is also attached hereto and made a part hereof.

SWORN AND SUBSCRIBED  
BEFORE ME THIS 17th DAY  
OF October, 2011

Megan C Paolucci  
NOTARY PUBLIC



McCABE, WEISBERG & CONWAY, P.C.  
Attorneys for Plaintiff

By: \_\_\_\_\_  
TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
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**McCABE, WEISBERG & CONWAY, P.C.**  
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123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

**Attorney for Plaintiff**

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO: 2008-2246-CD

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129**

The undersigned attorney for Plaintiff in the above action sets forth the following information concerning the real property located at 420 Church Street, Morrisdale, Pennsylvania 16858, as of the date the Praecipe for the Writ of Execution was filed. A copy of the description of said property is attached hereto.

1. Name and address of Owner or Reputed Owner

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

2. Name and address of Defendant in the judgment:

Name	Address
Thomas Lidgett	420 Church Street Morrisdale, Pennsylvania 16858

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

Name	Address
Plaintiff herein	

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

Name	Address
Plaintiff herein	

Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender  
P.O. Box 2026  
Flint, Michigan 48501

Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender  
P.O. Box 660694  
Dallas, Texas 75266

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

Name Address

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

Name Address

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  
420 Church Street  
Morrisdale, Pennsylvania 16858

Commonwealth of Pennsylvania  
Department of Public Welfare  
Bureau of Child Support Enforcement  
P.O. Box 2675  
Harrisburg, PA 17105  
ATTN: Dan Richard

Commonwealth of Pennsylvania  
Inheritance Tax Office  
110 North 8<sup>th</sup> Street  
Suite #204  
Philadelphia, PA 19107

Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division  
6th Floor, Strawberry Square  
Department #280601  
Harrisburg, PA 17128

Department of Public Welfare  
TPL Casualty Unit Estate  
Recovery Program  
Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-8486

PA Department of Revenue  
Bureau of Compliance  
P.O. Box 281230  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Revenue Bureau of  
Compliance  
Clearance Support Department 281230  
Harrisburg, PA 17128-1230  
ATTN: Sheriff's Sales

United States of America  
**Internal Revenue Service  
Federated Investors Tower  
1000 Liberty Avenue, Room 704  
Pittsburgh, PA 15222**

United States of America

c/o United States Attorney for the  
Western District of PA  
Harrisburg Federal Building & Courthouse  
228 Walnut Street, Ste. 220  
Harrisburg, PA 17108-1754  
and  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

United States of America c/o  
Atty General of the United States

U.S. Dept of Justice, Room 5111  
950 Pennsylvania Avenue NW  
Washington, DC 20530-0001

United States of America c/o  
Atty General of the United States

U.S. Dept of Justice, Room 4400  
950 Pennsylvania Avenue NW  
Washington, DC 20530-0001

8. Name and address of Attorney of record:

Name

Address

None

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.

Section 4904 relating to unsworn falsification to authorities.

October 14, 2011  
DATE

**McCABE, WEISBERG & CONWAY, P.C.**  
Attorneys for Plaintiff

By: \_\_\_\_\_  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**KEVIN T. McQUAIL, ESQUIRE**

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496  
MARC S. WEISBERG, ESQUIRE - ID # 17616  
EDWARD D. CONWAY, ESQUIRE - ID # 34687  
MARGARET GAIRO, ESQUIRE - ID # 34419  
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009  
HEIDI R. SPIVAK, ESQUIRE - ID #74770  
MARISA J. COHEN, ESQUIRE - ID # 87830  
KEVIN T. McQUAIL, ESQUIRE - ID # 307169  
CHRISTINE L. GRAHAM, ESQUIRE - ID # 309480  
BRIAN T. LaMANNA, ESQUIRE - ID # 310321

Attorneys for Plaintiff

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-2246-CD

DATE :October 14, 2011

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNERS: Thomas Lidgett

PROPERTY: 420 Church Street, Morrisdale, Pennsylvania 16858

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **December 2, 2011 at 10:00 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in 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 thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.



9		Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Clearance Support Department 281230 Harrisburg, PA 17128-1230 ATTN: Sheriff's Sales																	
10		United States of America Internal Revenue Service Federated Investors Tower 1000 Liberty Avenue, Room 704 Pittsburgh, PA 15222																	
11		United States of America c/o United States Attorney for the Western District of PA Harrisburg Federal Building & Courthouse 228 Walnut Street, Ste. 220 Harrisburg, PA 17108-1754																	
12		United States of America U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219																	
13		United States of America c/o Atty General of the United States U.S. Dept of Justice, Room 5111 950 Pennsylvania Avenue NW Washington, DC 20530-0001																	
14		United States of America c/o Atty General of the United States U.S. Dept of Justice, Room 4400 950 Pennsylvania Avenue NW Washington, DC 20530-0001																	
Total Number of Pieces Listed by Sender 14		Total Number of Pieces Received at Post Office																	

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY:** TERRENCE J. McCABE, ESQUIRE - ID # 16496  
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KEVIN T. MCQUAIL, ESQUIRE - ID # 307169  
CHRISTINE L. GRAHAM, ESQUIRE - ID# 309480  
BRIAN T. LAMANNA, ESQUIRE - ID# 310321

**Attorney for Plaintiff**

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.  
Plaintiff  
  
v.  
  
Thomas Lidgett  
  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**PRAECIPE TO VACATE JUDGMENT**

TO THE PROTHONOTARY:

Kindly vacate, upon payment of your costs only, the default judgment entered in the above-captioned matter against defendant(s) THOMAS LIDGETT on September 26, 2011. This praecipe to vacate is filed without prejudice to plaintiff's rights in this matter and is without prejudice to plaintiff's right of recovery against defendant(s) on the underlying obligation.

DATE: 11/14/11

Spivak  
Heidi R. Spivak, Esquire  
Attorney for Plaintiff

**FILED** *noce*  
*MT 11:23 AM*  
NOV 16 2011  
*Atty pd.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*7.00*  
*616*

**FILED**

**NOV 16 2011**

**William A. Shaw/  
Prothonotary/Clerk of Courts**

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
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**BRIAN T. LAMANNA, ESQUIRE - ID# 310321**

**Attorney for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.

Plaintiff

v.

Thomas Lidgett

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**PRAECIPE TO DISCONTINUE AND END**

**TO THE PROTHONOTARY:**

Kindly mark the above-captioned matter as Discontinued and Ended, without prejudice, upon  
payment of your costs only.



Heidi R. Spivak, Esquire  
ATTORNEY FOR PLAINTIFF

**FILED**

NOV 16 2011

William A. Shaw  
Prothonotary/Clerk of Courts

*no cc*  
*OK*

FILED

NOV 16 2011

William A. Shray  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
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**CHRISTINE L. GRAHAM, ESQUIRE - ID# 309480**  
**BRIAN T. LAMANNA, ESQUIRE - ID# 310321**

**Attorney for Plaintiff**

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

BAC Home Loans Servicing, L.P. fka Countrywide  
Home Loans Servicing, L.P.  
Plaintiff

v.

Thomas Lidgett  
Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

No. 2008-2246-CD

**CERTIFICATE OF SERVICE**

I, Heidi R. Spivak, Esquire, Attorney for Plaintiff, hereby certifies that a true and correct copy of the within Praecipe to Discontinue and End, as well as Praecipe to Vacate Judgment, was served on the below person(s) by regular first class mail, postage prepaid, on 14th day of November, 2011.

Thomas Lidgett  
420 Church Street  
Morrisdale, Pennsylvania 16858

DATE: 11/14/11

  
Heidi R. Spivak, Esquire  
Attorney for Plaintiff

**FILED**

MTI: 23804  
NOV 16 2011

William A. Shaw  
Prothonotary/Clerk of Courts

No  
ce

GK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21386  
NO: 08-2246-CD

PLAINTIFF: BAC HOME LOANS SERVICING, L.P., FKA COUNTRYWIDE HOME LOANS SERVICING L.P.  
vs.  
DEFENDANT: THOMAS LIDGETT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/26/2011

LEVY TAKEN 10/6/2011 @ 9:53 AM

POSTED 10/6/2011 @ 9:54 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/30/2012

DATE DEED FILED **NOT SOLD**

DETAILS

10/2/2011 @ 1:45 PM SERVED THOMAS LIDGETT

SERVED THOMAS LIDGETT, DEFENDANT, AT 2155 MORRISDALE-ALLPORT HIGHWAY, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THOMAS LIDGETT

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 NOVEMBER 10, 2011 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR DECEMBER 2, 2011, DUE TO LOSS MITIGATION.

5  
**FILED**  
0343/07  
JAN 30 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21386  
NO: 08-2246-CD

PLAINTIFF: BAC HOME LOANS SERVICING, L.P., FKA COUNTRYWIDE HOME LOANS SERVICING L.P.

vs.

DEFENDANT: THOMAS LIDGETT

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$190.80

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

BAC Home Loans Servicing, L.P.,  
fka Countrywide Home Loans Servicing, L.P.,

Vs.

NO.: 2008-02246-CD

Thomas Lidgett,

**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:

(1) 420 Church St., Morrisdale, PA 16858 ( See Legal Description)

(2)

AMOUNT DUE/PRINCIPAL: \$133,933.93  
INTEREST FROM: 01/13/09 plus \$22.02 Per Diem  
thereafter  
ATTY'S COMM: \$  
DATE: 9/26/2011

PROTH. COSTS PAID: \$175.00  
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 26<sup>th</sup> day  
of September A.D. 2011  
At 3:00 A.M. (P.M.)

Charles A. Hunkeler  
Sheriff Joy Cynthia Bitter Cephalonia

Requesting Party: Marc S. Weisberg, Esq.  
123 South Broad St., Ste 2080  
Philadelphia, PA 19109  
215-790-1010

**LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN MORRIS TOWNSHIP, THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN CENTER OF TOWNSHIP ROAD ON LINE OF LAND OF MORRISDALE COAL COMPANY; THENCE BY CENTER OF SAID ROAD IN A NORTHERLY DIRECTION, FIVE HUNDRED AND EIGHTY-SEVEN (587) MINUTES TO A CORNER OF LAND NOW OR FORMERLY TO GEORGE STRANGE; THENCE BY LINE OF SAME SOUTH SIXTY (60) DEGREES ONE HUNDRED SEVENTY-FOUR (174) MINUTES EAST TO A POST; THENCE BY LINE OF LAND OF THE AFORESAID GEORGE STRANGE FIFTY DEGREES TWO HUNDRED AND FIFTEEN (215) MINUTES EAST TO POST CORNER OF LANDS NOW OR FORMERLY OF ANTONIO BRUNO, TO THE CENTER OF A PUBLIC ALLEY; THENCE BY LANDS NOW OR FORMERLY OF ANTONIO BRUNO SOUTH EIGHTY-FIVE (85) DEGREES TWO HUNDRED AND SEVENTY-TWO (272) MINUTES EAST TO CORNER OF LANDS NOW OR FORMERLY OF WILLIAM CHILCOTE; THENCE BY LANDS OF THE SAID WILLIAM CHILCOTE SOUTH FIVE (5) DEGREES SEVEN HUNDRED AND FORTY-FIVE (745) MINUTES WEST TO A CORNER OF LANDS NOW OR FORMERLY OF THE MORRISDALE COAL COMPANY; THENCE BY LINE OF LAND OF THE MORRISDALE COAL COMPANY NORTH EIGHTY-FIVE (85) DEGREES FOUR HUNDRED AND FORTY-THREE (443) MINUTES WEST AND TO THE PLACE OF BEGINNING AND CONTAINING SIX AND EIGHT-TWO ONE HUNDREDTHS (6.82/100) ACRES.

Being known as: 420 CHURCH STREET, MORRISDALE, PENNSYLVANIA 16858.

TAX I.D. #: 124-Q10-000-00312

Title to said premises is vested in Thomas Lidgett by deed from Gregory A. Dixon and Lori L. Dixon, husband and wife dated June 15, 2004 and recorded June 16, 2004 in Deed Instrument No. 200409658.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME THOMAS LIDGETT

NO. 08-2246-CD

NOW, January 30, 2012, 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 December 02, 2011, I exposed the within described real estate of Thomas Lidgett to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	17.76
LEVY	15.00
MILEAGE	17.76
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.28
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$190.80</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	133,933.93
INTEREST @ 22.0200	23,187.06
FROM 01/13/2009 TO 12/02/2011	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$157,140.99</b>

**COSTS:**

ADVERTISING	137.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	190.80
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	175.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$503.55</b>

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

