

00-11143-CD  
WELLS FARGO HOME MORTGAGE, INC. f/k/a -vs- DANNY N. GILBERT, JR.  
et.al

MARK J. UDREN & ASSOCIATES  
BY: Mark J Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

111 Wells Fargo Home Mortgage,  
Inc.  
f/k/a Norwest Mortgage Inc.  
5024 Parkway Plaza Blvd  
Charlotte, NC 28217  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
NO. 00-1143-CD

v.  
2 Danny N. Gilbert, Jr  
Cynthia D. Gilbert  
RD 1 Box 34B  
Rockton, PA 15856

Defendant(s)

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above DISCONTINUED WITHOUT PREJUDICE,  
upon payment of your costs only.



\_\_\_\_\_  
Mark J Udren, Esquire  
Mark J. Udren & Associates  
Attorney for Plaintiff

DATED: December 8, 2000

**FILED**

DEC 14 2000

William A. Shaw  
Prothonotary

MARK J. UDREN & ASSOCIATES  
BY: Mark J Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
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856-482-6900

ATTORNEY FOR PLAINTIFF

Wells Fargo Home Mortgage,  
Inc.  
f/k/a Norwest Mortgage Inc.  
5024 Parkway Plaza Blvd  
Charlotte, NC 28217  
Plaintiff

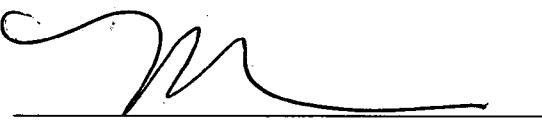
COURT OF COMMON PLEAS  
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RD 1 Box 34B  
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Mark J Udren, Esquire  
Mark J. Udren & Associates  
Attorney for Plaintiff

DATED: December 8, 2000

**FILED**

DEC 14 2000

William A. Shaw  
Prothonotary

FILED

DEC 14 2000  
1991 Cont. Do.  
William A. Shaw  
Prothonotary

to Atty. Uden  
Copy to CA  
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COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Wells Fargo Home Mortgage, Inc.  
Plaintiff(s)

Vs.

No. 00-1143-CD

Danny G. Gilbert, Jr.  
Cynthia D. Gilbert  
Defendant(s)

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 14th of December A.D. 2000, marked:

DISCONTINUED WITHOUT PREJUDICE.

Record costs in the sum of \$131.42 have been paid in full by Mark J. Udren, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of December A.D. 2000.

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Prothonotary

This is a non-jury matter  
Assessment of Damages  
Hearing not required  
Not Arbitration matter

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

1) Wells Fargo Home Mortgage, Inc. : COURT OF COMMON PLEAS  
f/k/a Norwest Mortgage Inc. : CIVIL DIVISION  
5024 Parkway Plaza Blvd :  
Charlotte, NC 28217 : Clearfield County  
Plaintiff :  
v.  
2) Danny N. Gilbert, Jr. :  
2) Cynthia D. Gilbert : NO. 00-1143-CO  
RD 1 Box 34B :  
Rockton, PA 15856 :  
Defendant(s) :  
:

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

**FILED**

SEP 13 2000

William A. Shaw  
Prothonotary

LAWYERS REFERRAL SERVICE  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1800-692-7375

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentir 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 dafie, 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.

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

**Pennsylvania Bar Association  
P.O.Box 186  
Harrisburg, PA 17108  
1800-692-7375**

## NOTICE

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

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

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

**LAW OFFICES OF MARK J. UDREN  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900**

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

Assignor: Towne & Country Mortgage Corp.

Assignments of Record to: PNC Mortgage Corp. of America  
Recording Date: 9/23/97 Book: 1874 Page: 307

Assignor: PNC Mortgage Corp. of America

Assignee: Norwest Mortgage Inc, A California Corporation  
Recording date: 3/2/98 Book: 1912 Page: 23

Modification Agreement:

Mortgagor: Danny N. Gilbert, Jr. and Cynthia D. Gilbert

Mortgagee: Norwest Mortgage Inc, A California Corporation

Recorded: 1/13/00 Instrument No. 200000659

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Rd 1 Box 34 B

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Union

COUNTY: Clearfield

DATE EXECUTED: 9/17/97

DATE RECORDED: 9/23/97 BOOK: 1874 PAGE: 295

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

4. Said Mortgage is in default because the required payments

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

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

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

6. The following amounts are due on the said Mortgage as of 9/7/00:

Principal of debt due and unpaid Interest at 7.625% from 03/01/00 to 9/7/00 (the per diem interest accruing on this debt is \$16.41 and that sum should be added each day after 9/7/00)	\$77,483.74 3,134.31
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$144.99 and that sum should be added on the first of each month after 9/7/00)	386.36
Late Charges (monthly late charge of \$27.82 should be added on the fifteenth of each month after 9/7/00)	139.10
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,874.19</u>
<b>TOTAL</b>	<b>\$85,547.70</b>

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the

mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. Notice of Intention to Foreclose under Act 6 of 1974 of the Commonwealth of Pennsylvania is not required as the original principal amount exceeds the sum of \$50,000.00. The notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has not been sent because the Mortgage is insured by the Federal Housing Administration ("FHA") and the notice is therefore not required.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$85,547.70 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES  
Attorney for Plaintiff  
Attorney I.D. No. 04302

ALL THAT CERTAIN PIECE OR PARCEL OF SURFACE ONLY, SITUATE IN THE TOWNSHIP OF UNION, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF TOWNSHIP ROAD 360, SAID PLACE OF BEGINNING BEING THE SOUTHEASTERN CORNER OF PATRICK H. MOWREY AND KIM MOWREY HOBBA'S HOME CAMP "MOUNTAIN VIEW" SUBDIVISION PARCEL #4; SAID PLACE OF BEGINNING ALSO BEING THE NORTHEASTERN CORNER OF PARCEL #5, THE PREMISES DESCRIBED HEREIN; THENCE SOUTH 33 DEGREES 05 MINUTES WEST ALONG THE CENTERLINE OF TOWNSHIP ROAD 360 A DISTANCE OF 240.0 FEET TO A POINT ON SAID ROAD CENTERLINE; THENCE NORTH 56 DEGREES 55 MINUTES WEST THROUGH LANDS OF PATRICK H. MOWREY ET AL, A DISTANCE OF 360.00 FEET TO AN IRON PIN; THENCE NORTH 33 DEGREES 05 MINUTES EAST ALONG THE EASTERN BOUNDARY LINE OF HOME CAMP "MOUNTAIN VIEW" SUBDIVISION PARCEL "A", A DISTANCE OF 240.00 FEET TO AN IRON PIN; THENCE SOUTH 56 DEGREES 55 MINUTES EAST, ALONG THE SOUTHERN BOUNDARY LINE OF HOME CAMP "MOUNTAIN VIEW" SUBDIVISION PARCEL #4, A DISTANCE OF 360.00 FEET TO A POINT ON THE CENTERLINE OF TOWNSHIP ROAD 360, THE PLACE OF BEGINNING.

CONTAINING APPROXIMATELY 1.98 ACRE, MORE OR LESS.

BEING KNOWN AS PATRICK H. MOWREY'S AND KIM MOWREY HOBBA'S HOME CAMP "MOUNTAIN VIEW" SUBDIVISION, PARCELS #5 AND #6.

EXCEPTING AND RESERVING, FROM OPERATION OF THIS INDENTURE, ALL OF THE COAL OF WHATEVER KIND, LYING OR BEING IN UNDER OR UPON THE ABOVE DESCRIBED TRACT OF LAND, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS.

ALSO EXCEPTING AND RESERVING FROM THE OPERATION OF THIS INDENTURE AND OUT OF THE ABOVE DESCRIBED TRACT OF LAND, ALL THE PETROLEUM, OIL, NATURAL GAS, AND ALL OTHER MINERALS OF ANY KIND OR NATURE, LYING OR BEING IN AND UNDER THE SAME, TOGETHER WITH THE RIGHTS OF INGRESS, EGRESS AND REGRESS FOR THE PURPOSE OF DRILLING AND OPERATING FOR SAID OIL, GAS, AND ALL OTHER MINERALS AND OF REMOVING AND TRANSPORTING THE SAME FROM THE SAID PREMISES.

AND ALSO EXCEPTING AND RESERVING A 30 FOOT WIDE EASEMENT ALONG ALL LOT LINES OF THE PERIMETER OF THE ABOVE DESCRIBED TRACT OF LAND, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS, AND REGRESS TO ACCOMMODATE PRESENT AND FUTURE UTILITIES, INCLUDING BUT NOT LIMITED TO: COMMUNITY ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, SEWER, NATURAL GAS, ETC.

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

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



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Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES

**FILED**

SEP 13 2000  
Cathy Udine  
William A. Shaw  
Prothonotary  
for \$0.00

Dee Sherry

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10176

WELLS FARGO HOME MORTGAGE INC

00-1143-CD

VS.

GILBERT, DANNY N. JR.

**FILED**

**COMPLAINT IN MORTGAGE FORECLOSURE**

OCT 20 2000

014.00

William A. Shaw

Prothonotary

**SHERIFF RETURNS**

NOW OCTOBER 13, 2000 AT 12:00 PM DST SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON CYNTHIA D. GILBERT, DEFENDANT AT RESIDENCE  
RD#1, 34B, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
CYNTHIA D. GILBERT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT  
IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/Houser

NOW OCTOBER 13, 2000 AT 12:00 PM DST SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON DANNY N. GILBERT, JR., DEFENDANT AT RESIDENCE  
RD 1 BOX 34B, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
CYNTHIA GILBERT, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS  
THEREOF.

SERVED BY: MCCLEARY/Houser

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**Return Costs**

Cost	Description
31.42	SHFF. HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

25th Day of October, 2000

William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

So Answers,

Chester A. Hawkins  
by Marilyn Harris

Chester A. Hawkins  
Sheriff