

03-1830-CD  
WELLS FARGO HOME MORTGAGE, INC. vs. TIMOTHY J. SZLASA

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQ., Id. No. 12248  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

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ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 03-1830-CD

CLEARFIELD COUNTY

TIMOTHY J. SZLASA  
901 DOREY STREET  
CLEARFIELD, PA 16830

Defendant(s)

**CIVIL ACTION - LAW**  
**COMPLAINT IN 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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

**FILED**

**DEC 12 2003**

William A. Shaw  
Prothonotary, Clerk of Courts

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE  
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),  
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF  
THE DEBT OR ANY PORTION THEREOF. IF  
DEFENDANT(S) DO SO IN WRITING WITHIN  
THIRTY (30) DAYS OF RECEIPT OF THIS  
PLEADING, COUNSEL FOR PLAINTIFF WILL  
OBTAIN AND PROVIDE DEFENDANT(S) WITH  
WRITTEN VERIFICATION THEREOF;  
OTHERWISE, THE DEBT WILL BE ASSUMED TO  
BE VALID. LIKEWISE, IF REQUESTED WITHIN  
THIRTY (30) DAYS OF RECEIPT OF THIS  
PLEADING, COUNSEL FOR PLAINTIFF WILL  
SEND DEFENDANT(S) THE NAME AND ADDRESS  
OF THE ORIGINAL CREDITOR, IF DIFFERENT  
FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT  
UNTIL THE END OF THE THIRTY (30) DAY  
PERIOD FOLLOWING FIRST CONTACT WITH  
YOU BEFORE SUING YOU TO COLLECT THIS  
DEBT. EVEN THOUGH THE LAW PROVIDES  
THAT YOUR ANSWER TO THIS COMPLAINT IS  
TO BE FILED IN THIS ACTION WITHIN TWENTY  
(20) DAYS, YOU MAY OBTAIN AN EXTENSION OF  
THAT TIME. FURTHERMORE, NO REQUEST  
WILL BE MADE TO THE COURT FOR A  
JUDGMENT UNTIL THE EXPIRATION OF THIRTY  
(30) DAYS AFTER YOU HAVE RECEIVED THIS  
COMPLAINT. HOWEVER, IF YOU REQUEST  
PROOF OF THE DEBT OR THE NAME AND  
ADDRESS OF THE ORIGINAL CREDITOR WITHIN  
THE THIRTY (30) DAY PERIOD THAT BEGINS  
UPON YOUR RECEIPT OF THIS COMPLAINT,  
THE LAW REQUIRES US TO CEASE OUR  
EFFORTS (THROUGH LITIGATION OR  
OTHERWISE) TO COLLECT THE DEBT UNTIL  
WE MAIL THE REQUESTED INFORMATION TO  
YOU. YOU SHOULD CONSULT AN ATTORNEY  
FOR ADVICE CONCERNING YOUR RIGHTS AND  
OBLIGATIONS IN THIS SUIT.**

**IF YOU HAVE FILED BANKRUPTCY AND  
RECEIVED A DISCHARGE, THIS IS NOT AN  
ATTEMPT TO COLLECT A DEBT. IT IS AN  
ACTION TO ENFORCE A LIEN ON REAL  
ESTATE.**

1. Plaintiff is

WELLS FARGO HOME MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

2. The name(s) and last known address(es) of the Defendant(s) are:

TIMOTHY J. SZLASA  
901 DOREY STREET  
CLEARFIELD, PA 16830

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 07/31/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2002, Page 12590.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/01/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

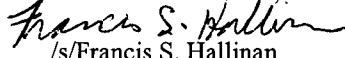
6. The following amounts are due on the mortgage:

Principal Balance	\$64,872.69
Interest	2,622.88
06/01/2003 through 12/11/2003 (Per Diem \$13.52)	
Attorney's Fees	1,250.00
Cumulative Late Charges	117.80
07/31/2002 to 12/11/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 69,413.37
Escrow	
Credit	- 153.28
Deficit	0.00
Subtotal	<u>\$- 153.28</u>
<b>TOTAL</b>	<b>\$ 69,260.09</b>

7. The attorney's fees 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.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 69,260.09, together with interest from 12/11/2003 at the rate of \$13.52 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By:   
/s/Francis S. Hallinan  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

#0443365

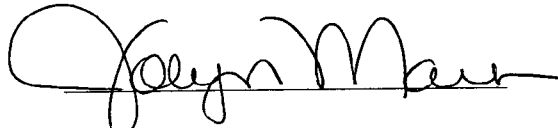
ALL that certain piece or parcel of land, with improvements, situate in the Fourth Ward of the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner of 9th and Dorey Streets; thence East along Dorey Street Fifty (50) feet to lot now or formerly of J. Warren Flegal; thence along the lot now or formerly of J. Warren Flegal Ninety (90) feet to lot now or formerly of John E. Brown; thence West along lot now or formerly of John E. Brown Fifty (50) feet to 9th street; thence North along 9th Street Ninety (90) feet to place of beginning. BEING a part of the lot known as Lot No. 19 in J. Wesley Dorey's Addition to the Borough of Clearfield.

Being Known as: 901 Dorey Street.

VERIFICATION

JOLYN MARTIN hereby states that she is VICE PRESIDENT LOAN DOCUMENTATION of WELLS FARGO HOME MORTGAGE, INC. mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Jolyn Martin,

Vice President Loan Documentation

DATE: 12/15

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

WELLS FARGO HOMES MORTGAGE INC.

VS.

SZLASA, TIMOTHY J.

Sheriff Docket # 14929

03-1830-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

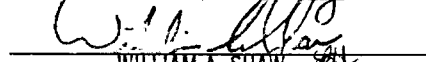
NOW DECEMBER 26, 2003 AT 10:36 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY J. SZLASA, DEFENDANT AT 901 DOREY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JESSICA HUDSON-SZLASA, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

**Return Costs**


Cost	Description
20.00	SHERIFF HAWKINS PAID BY: ATTY CK# 319039
10.00	SURCHARGE PAID BY: ATTY CK# 319040

Sworn to Before Me This

13<sup>th</sup> Day Of February 2004

  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**  
012:57:01  
FEB 13 2004

William A. Shaw  
Prothonotary/Clerk of Courts



PHILAN HALLINAN & SCHMIEG, LLP  
BY: FRANCIS S. HALLINAN, ESQUIRE  
Identification No. 62695  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Wells Fargo Home Mortgage, Inc

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Timothy J. Szlasa

Defendant

: No. 03-1830-CD

FILED

PRAECIPE

TO THE PROTHONOTARY:

X Please mark the above referenced case Discontinued and Ended without  
prejudice.

\_\_\_\_\_ Please mark the above referenced case Settled, Discontinued and Ended.

\_\_\_\_\_ Please mark Judgments satisfied and the Action settled, discontinued and  
ended.

\_\_\_\_\_ Please Vacate the judgment entered and mark the action discontinued and  
ended without prejudice.

\_\_\_\_\_ Please withdraw the complaint and mark the action discontinued and  
ended without prejudice.

JUL 24 2006

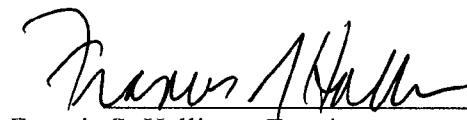
W/ 12:55/2  
William J. Shaw  
Prothonotary

1 SENT TO

ATTY W/  
CENT.  
OF DISC

CENT OF DISC  
TO C/n

Date: 7/17/06



Francis S. Hallinan, Esquire  
Attorney for Plaintiff

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

**CIVIL DIVISION**

**Wells Fargo Home Mortgage, Inc.**

**Vs.  
Timothy Szlasa**

**No. 2003-01830-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 24, 2006, marked:

Discontinued and Ended without Prejudice.

Record costs in the sum of \$85.00 have been paid in full by Phelan Hallinan & Schmieg, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of July A.D. 2006.

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William A. Shaw, Prothonotary