

03-1838-CD
WELLIS 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

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

TIMOTHY J. SZLASA
901 DOREY STREET
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

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>
TOTAL	\$ 69,260.09

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

#0443365

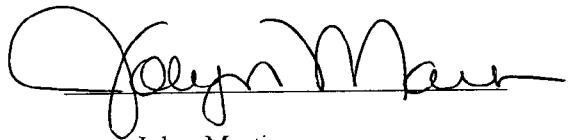
ALL that certain piece or parcel of land, with improvements, situate in the Fourth Ward of the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

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: 12/15/07

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

13th 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
by Marilyn H. Hager*
Chester A. Hawkins
Sheriff

FILED
02:57 AM
FEB 13 2004
Shaw

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN 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

Wells Fargo Home Mortgage, Inc

ATTORNEY FOR PLAINTIFF

Plaintiff
vs.
Timothy J. Szlasa
Defendant

: Court of Common Pleas
: Civil Division
: Clearfield County
: No. 03-1830-CD

FILED

PRAECIPE

JUL 24 2006

TO THE PROTHONOTARY:

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

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

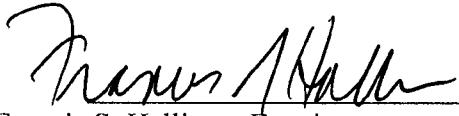
Please mark Judgments satisfied and the Action settled, discontinued and ended.

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.

*m/ 12:55 (w)
William J. Shaw
Prothonotary
I went to
ATTY w/
CENT.
OF DISC
Court of Disc.
To C/H*

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. **No. 2003-01830-CD**
Timothy Szlasa

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.

William A. Shaw, Prothonotary