

04-39-CD  
CENDANT MORTGAGE CORPORATION vs. JAMES D. LOCKWOOD

Cendant Mortgage et al vs. James Lockwood  
2004-39-CD

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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-39-CD

CLEARFIELD COUNTY

JAMES D. LOCKWOOD  
1 RR BOX 462  
OSCEOLA MILLS, PA 16666

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**

**JAN 09 2004**

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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

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

JAMES D. LOCKWOOD  
1 RR BOX 462  
OSCEOLA MILLS, PA 16666

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

3. On 04/03/2002 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 5204.
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 06/01/2003 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	\$157,736.36
Interest	9,421.72
05/01/2003 through 01/08/2004 (Per Diem \$37.24)	
Attorney's Fees	1,250.00
Cumulative Late Charges	366.72
04/03/2002 to 01/08/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 169,324.80
Escrow	
Credit	0.00
Deficit	977.04
Subtotal	<u>\$ 977.04</u>
<b>TOTAL</b>	<b>\$ 170,301.84</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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 170,301.84, together with interest from 01/08/2004 at the rate of \$37.24 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: \_\_\_\_\_

*Francis S. Hallinan*  
/s/Francis S. Hallinan

FRANK FEDERMAN, ESQUIRE

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

ALL that certain piece or parcel situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a set ¼" iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57 degrees 36 minutes 29 seconds East, a distance of 284.63 feet to a set ¼" iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42 degrees 45 minutes 04 seconds East, a distance of 160.37 feet to a set ¼" iron rebar corner; thence along Lot 2, South 51 degrees 57 minutes 25 seconds East, a distance of 172.83 feet to a set ¼" iron rebar corner; thence along Lot 2, South 26 degrees 21 minutes 57 seconds West, a distance of 98.24 feet to a set ¼" iron rebar corner; thence along Lot 1, South 51 degrees 56 minutes 38 second West, a distance of 187.79 feet to a set ¼" iron rebar corner; thence along Lot 1, South 56 degrees 01 minute 58 seconds West, a distance of 126.90 feet to a set ¼" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32 degrees 19 minutes 49 seconds West, a distance of 40.00 feet to a ¼" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57 degrees 39 minutes 53 seconds West, a distance of 100.00 feet to a set ¼" iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32 degrees 19 minutes 49 seconds West, a distance of 154.61 feet to a set ¼" iron rebar corner; the place of beginning.

Containing 2.00 acres and being shown on a plan titled "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc., dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Route 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 36 seconds (N 58° 15' 36" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the

chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, North 09 degrees 53 minutes 24 seconds East (N 09° 53' 24" E), 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.95 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement dated January 4th, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the rights and under the terms and conditions set forth in the Right-of-Way Easement dated January 4th, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right-of-Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 43 seconds (N 58° 15' 43" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, these following courses and distances; by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69 degrees 43 minutes 30 seconds West (S 69° 43' 30" W), 38.14 feet to a point; South 74 degrees 52 minutes 48 seconds West (S 74° 52' 48" W), 58.60 feet to a point; by



a curve to the right with a radius of 193.44 feet, the chord of which is South 74 degrees 37 minutes 48 seconds West (S 74° 37' 48" W), 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57 degrees 42 minutes 54 seconds West (S 57° 42' 54" W), 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56 degrees 17 minutes 24 seconds West (S 56° 17' 24" W), 78.57 feet to a point; South 67 degrees 07 minutes 48 seconds West (S 67° 07' 48" W), 31.71 feet to a point; by a curve to the left with a radius of 89.31 feet, the chord of which is, South 47 degrees 09 minutes 00 seconds West (S 47° 09' 00" W), 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13 degrees 09 minutes 36 seconds West (S 13° 09' 36" W), 65.76 feet to a point; thence along parcel 74, South 57 degrees 39 minutes 36 seconds West (S 57° 39' 36" W), a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13 degrees 01 minutes 48 seconds East (N 13° 01' 48" E), 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45 degrees 47 minutes 06 seconds East (N 45° 47' 06" E), 76.72 feet to a point; North 67 degrees 07 minutes 48 seconds East (N 67° 07' 48" E), 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56 degrees 31 minutes 48 seconds East (N 56° 31' 48" E), 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58 degrees 27 minutes 54 seconds East (N 58° 27' 54" E), 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74 degrees 35 minutes 24 seconds East (N 74° 35' 24" E), 41.44 feet to a point; North 74 degrees 52 minutes 48 seconds East (N 74° 52' 48" E), 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64 degrees 24 minutes 08 seconds East (N 64° 24' 08" E), 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is,

North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning. PROPERTY ADDRESS: 1 RR BOX 462

The Grantees shall not interfere with any structures which currently are partially on the above described right-of-way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.

  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 01/08/04

In The Court of Common Pleas of Clearfield County, Pennsylvania

CENDANT MORTGAGE CORPORATION

VS.

LOCKWOOD, JAMES D.

Sheriff Docket #

15040

04-39-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 26, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES D. LOCKWOOD, DEFENDANT AT 61 CIMINO LANE, OSCEOLA MILLS, PA. And 1 RR, box 462, OSCEOLA MILLS, PA. DEFENDANT MOVED TO CALIFORNIA.

Return Costs

Cost	Description
39.00	SHERIFF HAWKINS PAID BY: ATTY CK# 323116
20.00	SURCHARGE PAID BY: ATTY CK# 323117 & 323118

Sworn to Before Me This

27<sup>th</sup> Day Of Jan. 2004  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

FILED

019:30  
JAN 27 2004

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

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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-39-CJ

JAMES D. LOCKWOOD  
1 RR BOX 462  
OSCEOLA MILLS, PA 16666

CLEARFIELD COUNTY is to be a true  
and attested copy of the original  
statement filed in this case.

JAN 09 2004

Defendant(s)

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

**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

**We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN**

**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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

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

JAMES D. LOCKWOOD  
1 RR BOX 462  
OSCEOLA MILLS, PA 16666

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

3. On 04/03/2002 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 5204.

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 06/01/2003 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	\$157,736.36
Interest	9,421.72
05/01/2003 through 01/08/2004 (Per Diem \$37.24)	
Attorney's Fees	1,250.00
Cumulative Late Charges	366.72
04/03/2002 to 01/08/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 169,324.80
Escrow	
Credit	0.00
Deficit	977.04
Subtotal	<u>\$ 977.04</u>
<b>TOTAL</b>	<b>\$ 170,301.84</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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 170,301.84, together with interest from 01/08/2004 at the rate of \$37.24 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



ALL that certain piece or parcel situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a set  $\frac{1}{4}$ " iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57 degrees 36 minutes 29 seconds East, a distance of 284.63 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42 degrees 45 minutes 04 seconds East, a distance of 160.37 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 51 degrees 57 minutes 25 seconds East, a distance of 172.83 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 26 degrees 21 minutes 57 seconds West, a distance of 98.24 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 51 degrees 56 minutes 38 second West, a distance of 187.79 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 56 degrees 01 minute 58 seconds West, a distance of 126.90 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32 degrees 19 minutes 49 seconds West, a distance of 40.00 feet to a  $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57 degrees 39 minutes 53 seconds West, a distance of 100.00 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32 degrees 19 minutes 49 seconds West, a distance of 154.61 feet to a set  $\frac{1}{4}$ " iron rebar corner; the place of beginning.

Containing 2.00 acres and being shown on a plan titled "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc., dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Route 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 36 seconds (N 58° 15' 36" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the

chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, North 09 degrees 53 minutes 24 seconds East (N 09° 53' 24" E), 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement dated January 4th, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the rights and under the terms and conditions set forth in the Right-of-Way Easement dated January 4th, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right-of-Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 43 seconds (N 58° 15' 43" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.58 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, these following courses and distances; by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69 degrees 43 minutes 30 seconds West (S 69° 43' 30" W), 38.14 feet to a point; South 74 degrees 52 minutes 48 seconds West (S 74° 52' 48" W), 58.60 feet to a point; by

a curve to the right with a radius of 193.44 feet, the chord of which is South 74 degrees 37 minutes 48 seconds West (S 74° 37' 48" W), 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57 degrees 42 minutes 54 seconds West (S 57° 42' 54" W), 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56 degrees 17 minutes 24 seconds West (S 56° 17' 24" W), 78.57 feet to a point; South 67 degrees 07 minutes 48 seconds West (S 67° 07' 48" W), 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47 degrees 09 minutes 00 seconds West (S 47° 09' 00" W), 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13 degrees 09 minutes 36 seconds West (S 13° 09' 36" W), 65.76 feet to a point; thence along parcel 74, South 57 degrees 39 minutes 36 seconds West (S 57° 39' 36" W), a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13 degrees 01 minutes 48 seconds East (N 13° 01' 48" E), 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45 degrees 47 minutes 06 seconds East (N 45° 47' 06" E), 76.72 feet to a point; North 67 degrees 07 minutes 48 seconds East (N 67° 07' 48" E), 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56 degrees 31 minutes 48 seconds East (N 56° 31' 48" E), 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58 degrees 27 minutes 54 seconds East (N 58° 27' 54" E), 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74 degrees 35 minutes 24 seconds East (N 74° 35' 24" E), 41.44 feet to a point; North 74 degrees 52 minutes 48 seconds East (N 74° 52' 48" E), 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64 degrees 24 minutes 08 seconds East (N 64° 24' 08" E), 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is,

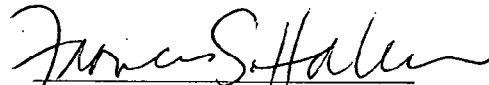
North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning. PROPERTY ADDRESS: 1 RR BOX 462

The Grantees shall not interfere with any structures which currently are partially on the above described right-of-way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.

  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 01/08/04

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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-39-CJ

CLEARFIELD COUNTY

JAMES D. LOCKWOOD  
1 RR BOX 462  
OSCEOLA MILLS, PA 16666

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

Defendant(s)

JAN 09 2004

Attest.

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

*William D. Pheasant*  
Prothonotary/  
Clerk of Courts

**NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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

**No hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN**

**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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

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

JAMES D. LOCKWOOD  
1 RR BOX 462  
OSCEOLA MILLS, PA 16666

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

3. On 04/03/2002 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 5204.
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 06/01/2003 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	\$157,736.36
Interest	9,421.72
05/01/2003 through 01/08/2004 (Per Diem \$37.24)	
Attorney's Fees	1,250.00
Cumulative Late Charges	366.72
04/03/2002 to 01/08/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 169,324.80
Escrow	
Credit	0.00
Deficit	977.04
Subtotal	<u>\$ 977.04</u>
<b>TOTAL</b>	<b>\$ 170,301.84</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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 170,301.84, together with interest from 01/08/2004 at the rate of \$37.24 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: *Francis S. Hallinan*  
/s/Francis S. Hallinan  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

ALL that certain piece or parcel situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a set  $\frac{1}{4}$ " iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57 degrees 36 minutes 29 seconds East, a distance of 284.63 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42 degrees 45 minutes 04 seconds East, a distance of 160.37 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 51 degrees 57 minutes 25 seconds East, a distance of 172.83 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 26 degrees 21 minutes 57 seconds West, a distance of 98.24 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 51 degrees 56 minutes 38 seconds West, a distance of 187.79 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 56 degrees 01 minute 58 seconds West, a distance of 126.90 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32 degrees 19 minutes 49 seconds West, a distance of 40.00 feet to a  $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57 degrees 39 minutes 53 seconds West, a distance of 100.00 feet to a set  $\frac{1}{4}$ " iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32 degrees 19 minutes 49 seconds West, a distance of 154.61 feet to a set  $\frac{1}{4}$ " iron rebar corner; the place of beginning.

Containing 2.00 acres and being shown on a plan titled "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc., dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Route 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 36 seconds (N 58° 15' 36" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the

chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, North 09 degrees 53 minutes 24 seconds East (N 09° 53' 24" E), 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement dated January 4th, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the rights and under the terms and conditions set forth in the Right-of-Way Easement dated January 4th, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right-of-Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 43 seconds (N 58° 15' 43" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.58 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, these following courses and distances; by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69 degrees 43 minutes 30 seconds West (S 69° 43' 30" W), 38.14 feet to a point; South 74 degrees 52 minutes 48 seconds West (S 74° 52' 48" W), 58.60 feet to a point; by

a curve to the right with a radius of 193.44 feet, the chord of which is South 74 degrees 37 minutes 48 seconds West (S 74° 37' 48" W), 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57 degrees 42 minutes 54 seconds West (S 57° 42' 54" W), 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56 degrees 17 minutes 24 seconds West (S 56° 17' 24" W), 78.57 feet to a point; South 67 degrees 07 minutes 48 seconds West (S 67° 07' 48" W), 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47 degrees 09 minutes 00 seconds West (S 47° 09' 00" W), 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13 degrees 09 minutes 36 seconds West (S 13° 09' 36" W), 65.76 feet to a point; thence along parcel 74, South 57 degrees 39 minutes 36 seconds West (S 57° 39' 36" W), a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13 degrees 01 minutes 48 seconds East (N 13° 01' 48" E), 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45 degrees 47 minutes 06 seconds East (N 45° 47' 06" E), 76.72 feet to a point; North 67 degrees 07 minutes 48 seconds East (N 67° 07' 48" E), 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56 degrees 31 minutes 48 seconds East (N 56° 31' 48" E), 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58 degrees 27 minutes 54 seconds East (N 58° 27' 54" E), 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74 degrees 35 minutes 24 seconds East (N 74° 35' 24" E), 41.44 feet to a point; North 74 degrees 52 minutes 48 seconds East (N 74° 52' 48" E), 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64 degrees 24 minutes 08 seconds East (N 64° 24' 08" E), 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is,

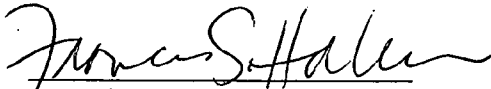
North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 80.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning. PROPERTY ADDRESS: 1 RR BOX 462

The Grantees shall not interfere with any structures which currently are partially on the above described right-of-way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.

  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 01/08/04



SALE DATE: June 3, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**FILED** (6K) NO CC  
M/TD: 4/6/05  
MAY 03 2005

William A. Shaw  
Prothonotary/Clerk of Courts

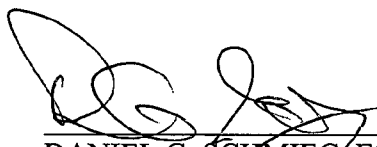
**AFFIDAVIT PURSUANT TO RULE 3129.1  
AND RETURN OF SERVICE PURSUANT TO  
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at:

1 RR BOX 462, OSCEOLA MILLS, PA 16666.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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. Sec. 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

SALE DATE: June 3, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**FILED** <sup>ok</sup>  
m/10:40 AM  
MAY 03 2005

William A. Shaw  
Prothonotary/Clerk of Courts


**AFFIDAVIT PURSUANT TO RULE 3129.1  
AND RETURN OF SERVICE PURSUANT TO  
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at:

1 RR BOX 462, OSCEOLA MILLS, PA 16666.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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. Sec. 4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 1)**

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

1. Name and address of Owner(s) or reputed Owner(s):

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

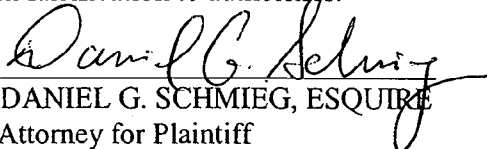
JAMES D. LOCKWOOD

205 MONTE VISTA LANE  
BOULDER CREEK, CA 95006

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

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. Sec. 4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

November 2, 2004

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 2)**

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	---

None.

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

Name

Last Known Address (if address cannot be  
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

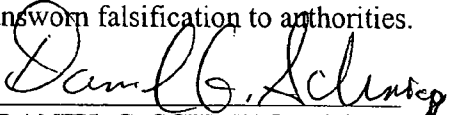
Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

1 RR BOX 462  
OSCEOLA MILLS, PA 16666

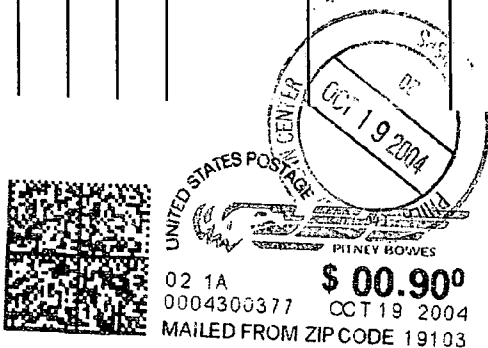
I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

November 2, 2004

**Name and Address Of Sender** FEDERMAN AND PHELAN, LLP  
 One Penn Center at Suburban Station Suite 1400  
 Philadelphia, PA 19103-1814 **SANDRA COOPER/KIO**

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	JAMES D. LOCKWOOD	Tenant/Occupant, 1 RR BOX 462, OSCEOLA MILLS, PA 16666		
2	0017671264	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
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 of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.



Attorney or Party without Attorney: <b>FAST SERVE, INC.</b> 4 HIGHCROFT LANE MALVERN, PA 19355 Telephone No: 610 719-0307      FAX No: 215 563-3352				For Court Use Only	
Attorney for: Plaintiff					
Insert name of Court, and Judicial District and Branch Court: <b>COURT OF COMMON PLEAS CLEARFIELD COUNTY PA</b>					
Plaintiff: CENDANT MORTGAGE CORPORATION, ET AL Defendant: JAMES D. LOCKWOOD				Case Number: <b>04-39-CD</b>	
<b>AFFIDAVIT OF SERVICE COMPLAINT</b>		Hearing Date:	Time:	Dept/Div:	Ref. No. or File No.:

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the COMPLAINT
3. a. Party served: **JAMES D. LOCKWOOD**  
 b. Person served: **MORGAN CAMPBELL, WIFE**
4. Address where the party was served: **205 MONTE VISTA LANE  
Boulder Creek, CA 95006**
5. I served the party:
  - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Fri., Jan. 30, 2004 (2) at: 08:15AM
7. Person Who Served Papers:
  - a. THERESA BRADLEY
  - b. **Attorney Service of California**  
 P.O. BOX 220  
 Watsonville, CA 95077
  - c. (888) 306-2194, FAX (831) 465-9632

Fee for Service: \$85.00

I Declare under penalty of perjury under the laws of the State of Pennsylvania that the foregoing is true and correct.

02/06/04

(Date)

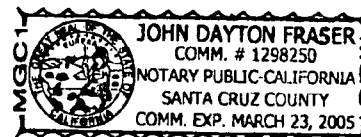
**FILED**

**MAR 08 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

8. **SUBSCRIBED AND SWORN to me, a Notary Public in and for said County and State.**

My Commission Expires 3.23.05  
(Date)



**AFFIDAVIT OF SERVICE – CLEARFIELD COUNTY**

**CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
PLAINTIFF**

**NO. 04-39-CD**

**JAMES D. LOCKWOOD  
DEFENDANT**

**TYPE OF ACTION  
XX Mortgage Foreclosure  
XX Civil Action**

**SERVE AT: 205 MONTE VISTA LANE  
BOULDER CREEK, CA 95006**

**SERVED**  
Served and made known to JAMES D. LOCKWOOD, Defendant on the  
30 day of JANUARY, 2004 at 08:15 A.M.  
o'clock, A. M., at 205 MONTE VISTA LANE  
BOULDER CREEK, City in the manner described below:

Defendant personally served.  
☒ Adult family member with whom Defendant(s) reside(s). MORGAN CAMPBELL  
Relationship is WIFE.  
\_\_\_\_ Adult in charge of Defendant's residence who refused to give name/relationship.  
\_\_\_\_ Manager/Clerk of place of lodging in which Defendant(s) reside(s)  
\_\_\_\_ Agent or person in charge of Defendant's office or usual place of business.  
\_\_\_\_ and officer of said defendant company.  
\_\_\_\_ Other: \_\_\_\_\_

I, \_\_\_\_\_, a competent adult, being duly sworn according to law, depose and state that I  
personally handed to \_\_\_\_\_  
\_\_\_\_\_ a true and correct copy of the \_\_\_\_\_  
issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
Before me this 06 day  
Of FEB, 2004  
Notary: \_\_\_\_\_

**Served By:** \_\_\_\_\_

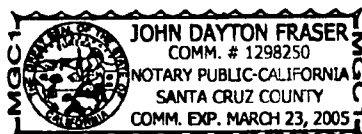
THERESA BRADLEY

**NOT SERVED**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock  
\_\_\_\_.M., Defendant NOT FOUND because:  
\_\_\_\_ Moved \_\_\_\_ Unknown \_\_\_\_ No Answer \_\_\_\_ Vacant  
Other: \_\_\_\_\_

Sworn to and subscribed  
Before me the \_\_\_\_\_ day  
Of \_\_\_\_\_, 20\_\_\_\_.  
Notary: \_\_\_\_\_

**Not Served By:** \_\_\_\_\_



**FEDERMAN AND PHELAN, LLP**  
Attorneys For Plaintiff  
Frank Federman, Esquire – I.D.#12248  
Suite 1400- One Penn Center Plaza at Suburban Station  
Philadelphia, PA 19103-1799  
(215)563-7000



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD  
1 RR BOX 462  
OSCEOLA MILLS, PA 16666

**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JAMES D. LOCKWOOD, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$170,301.84
Interest (1/9/04 to 3/9/04)	<u>2,271.64</u>
<b>TOTAL</b>	<b>\$172,573.48</b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 3/17/04

  
PRO PROTHY

MLD

**FILED**

**MAR 17 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

Plaintiff

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on March 17, 2004.

By: Willi [Signature] DEPUTY

If you have any questions concerning this matter please contact:

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE  
PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD  
NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY  
ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\*

FEDERMAN AND PHELAN, LLP  
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

CENDANT MORTGAGE CORPORATION, F/K/A PHH : COURT OF COMMON PLEAS  
MORTGAGE SERVICES

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JAMES D. LOCKWOOD

: NO. 04-29-CD

Defendants

TO: JAMES D. LOCKWOOD  
205 MONTE VISTA LANE  
BOULDER CREEK, CA 95006

DATE OF NOTICE: FEBRUARY 20, 2004

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

#### IMPORTANT NOTICE

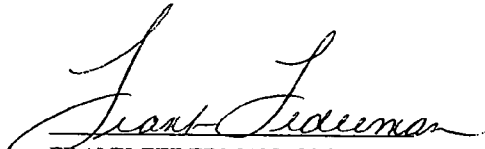
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

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

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

**FILE COPY**

  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
  
COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**VERIFICATION OF NON-MILITARY SERVICE**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are 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.

(b) that defendant, JAMES D. LOCKWOOD, is over 18 years of age, and resides at 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006 .

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

  
FRANK FEDERMAN, ESQUIRE

COPY

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

Cendant Mortgage Corporation  
f/k/a PHH Mortgage Services  
Plaintiff(s)

No.: 2004-00039-CD

Real Debt: \$172,573.48

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James D. Lockwood  
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: March 17, 2004

Expires: March 17, 2009

Certified from the record this 17th day of March, 2004.

\_\_\_\_\_  
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

**PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)**  
**Pa.R.C.P. 3180-3183**

---

**CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES**

---

**vs.**

---

**JAMES D. LOCKWOOD**

---

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

**No. 04-39-CD**

**PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$172,573.48

Interest from 3/9/04 to  
Date of Sale (\$28.37 per diem)

\_\_\_\_\_ and Costs.

*125.00 Prothonotary costs*

*Frank Federman*

Frank Federman, Esquire

Attorney for Plaintiff

One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

MLD

**FILED**

**MAR 17 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

No. 04-39-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

vs.

JAMES D. LOCKWOOD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Frank Adam  
Attorney for Plaintiff(s)

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006  
Where papers may be served.

Prothonotary/Clerk of Courts

William A. Shaw

FILED 1cc to SH and  
MAR 17 2004 7/1:55 PM  
6 wnts w/prop desc.

Atty pd. 20.00

3  
Ked

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 1)**

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

1. Name and address of Owner(s) or reputed Owner(s):

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

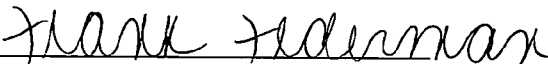
JAMES D. LOCKWOOD

205 MONTE VISTA LANE  
BOULDER CREEK, CA 95006

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

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. Sec. 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

March 8, 2004



CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 2)**

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeipce for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

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

Name

Last Known Address (if address cannot be reasonably  
ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be reasonable  
ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

1 RR BOX 462  
OSCEOLA MILLS, PA 16666

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. Sec. 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

March 8, 2004

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT  
SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE  
CORPORATION, F/K/A PHH  
MORTGAGE SERVICES

No.: 04-39-CD

vs.

CLEARFIELD COUNTY

JAMES D. LOCKWOOD

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, 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 Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

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

COPY

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 04-39-CD

JAMES D. LOCKWOOD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

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):

Premises: 1 RR BOX 462, OSCEOLA MILLS, PA 16666

(See legal description attached.)

Amount Due

\$172,573.48

Interest from 3/9/04 to  
Date of Sale (\$28.37 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.  
125.00 Prothonotary costs

William L. Hargis  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated March 17, 2004  
(SEAL)

By:

Deputy

MLD

No. 04-39-CD

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

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE  
SERVICES

vs.

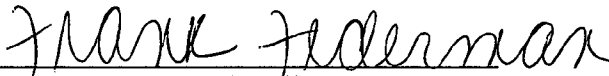
JAMES D. LOCKWOOD

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$172,573.48</u>
Int. from 3/9/04 to Date of Sale (\$28.37 per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>125.00</u>
Sheriff	<u>                    </u>

  
Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ALL that certain piece, parcel or tract of land situate and lying in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a set 3/4" iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57° 38' 29" East, a distance of 284.63 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42° 45' 04" East, a distance of 160.37 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 51° 57' 25" East a distance of 172.83 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 26° 21' 57" West, a distance of 98.24 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 51° 56' 38" West, a distance of 187.79 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 56° 01' 58" West, a distance of 126.90 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32° 19' 49" West, a distance of 40.00 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino South 57° 39' 53" West, a distance of 100 feet to a set 3/4" iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32° 19' 49" West, a distance 164.61 feet to a set 3/4" iron rebar corner; the place of beginning.

**CONTAINING** 2.00 acres and being shown on a plan titled, "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc, dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Rout 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

**BEGINNING** at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58° 15' 36" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc; thence following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to there right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, North 09° 53' 24" East, 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the Southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement date January 4, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way

Easement:

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances: by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded on event date herewith.

**PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)**  
**Pa.R.C.P. 3180-3183**

**CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES**

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

**vs.**

**No. 04-39-CD**

**JAMES D. LOCKWOOD**

**PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

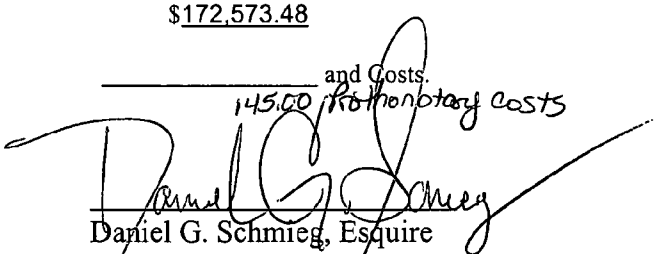
Amount Due

\$172,573.48

Interest from 3/10/04 to  
Date of Sale (\$28.37 per diem)

and Costs.

145.00 Prothonotary Costs

  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

KIO

**FILED**

*m/220B w/prop. descr. to  
JUL 23 2004 shff*



William A. Shaw  
Prothonotary/Clerk of Courts *Att'y fd. 20.00*



No. 04-39-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

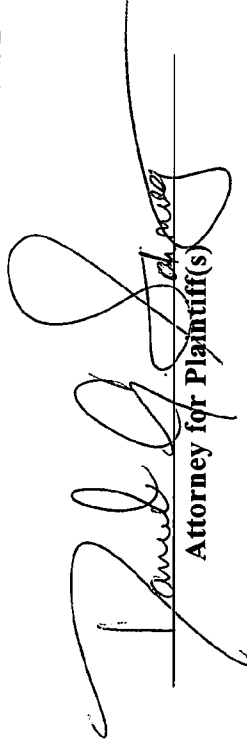
vs.

JAMES D. LOCKWOOD

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

  
Attorney for Plaintiff(s)

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006  
Where papers may be served.

William A. Shaw  
Prothonotary/Clerk of Courts

JUL 23 2004

FILED

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 1)**

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

1. Name and address of Owner(s) or reputed Owner(s):

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

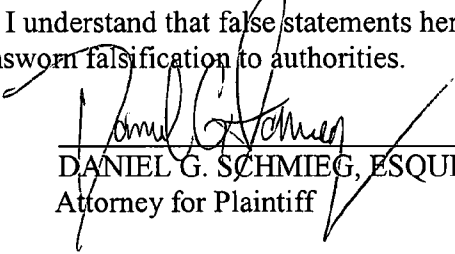
JAMES D. LOCKWOOD

205 MONTE VISTA LANE  
BOULDER CREEK, CA 95006

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

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. Sec. 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

July 22, 2004

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 2)**

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	---

None.

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

Name

Last Known Address (if address cannot be  
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

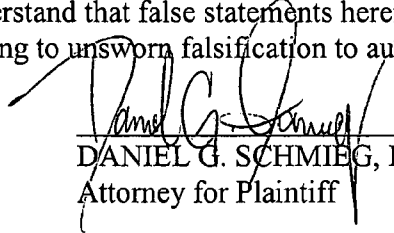
Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

1 RR BOX 462  
OSCEOLA MILLS, PA 16666

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. Sec. 4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

July 22, 2004

FEDERMAN AND PHELAN, LLP  
By: DANIEL G. SCHMIEG, ESQUIRE  
ONE PENN CENTER AT  
SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

CENDANT MORTGAGE  
CORPORATION, F/K/A PHH  
MORTGAGE SERVICES

No.: 04-39-CD

vs.

CLEARFIELD COUNTY

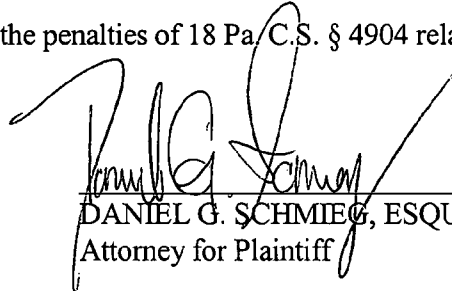
JAMES D. LOCKWOOD

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, 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 Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

**CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES**

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

**vs.**

**NO.: 04-39-CD**

**JAMES D. LOCKWOOD**

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**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):**

**Premises: 1 RR BOX 462, OSCEOLA MILLS, PA 16666**

**(See legal description attached.)**

Amount Due

\$172,573.48

Interest from 3/10/04 to  
Date of Sale (\$28.37 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.  
145.00 Prothonotary costs

Dated 7/23/04  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

K10

No. 04-39-CD

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

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE  
SERVICES

vs.

JAMES D. LOCKWOOD

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

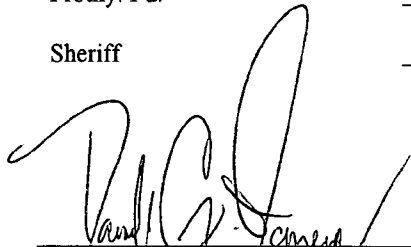
Real Debt \$172,573.48

Int. from 3/10/04 \_\_\_\_\_  
to Date of Sale (\$28.37 per diem) \_\_\_\_\_

Costs \_\_\_\_\_

Prothy. Pd. 145.00

Sheriff \_\_\_\_\_

  
\_\_\_\_\_  
Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006  
Where papers may be served.

Daniel G. Schmieg, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right -of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances: by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Comino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded on event date herewith.



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

Sheriff Docket # 15588

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICE 04-39-CD

VS.

LOCKWOOD, JAMES D.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MAY 18, 2004 @ 10:00 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS  
DATE AND TIME.

A SALE DATE OF JULY 2, 2004 WAS SET.

NOW, MAY 19, 2004 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE AND  
REFUND ANY UNUSED MONEY FROM THE PLAINTIFF'S ATTORNEY DUE TO  
BANKRUPTCY FILING

NOW, SEPTEMBER 14, 2004 PAID THE COSTS AND MADE A REFUND OF THE  
UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER 14, 2004 RETURN WRIT AS NO SALE HELD ON THE PROPERTY  
OF THE DEFENDANTS. THE PLAINTIFF'S ATTORNEY STAYED THE SALE DUE TO  
BANKRUPTCY FILING.

SHERIFF HAWKINS	\$174.44
SURCHARGE	\$20.00
PAID BY ATTORNEY	

---

**FILED** *EGK*

SEP 14 2004

William A. Shaw  
Prothonotary

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

Sheriff Docket # 15588

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICE 04-39-CD

VS.

LOCKWOOD, JAMES D.

WRIT OF EXECUTION

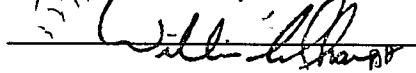
REAL ESTATE

**SHERIFF RETURNS**

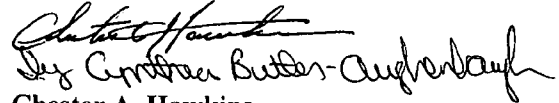
---

Sworn to Before Me This

14 Day Of Sept 2004



So Answers,



Chester A. Hawkins

Sheriff

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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 04-39-CD

JAMES D. LOCKWOOD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

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):

Premises: 1 RR BOX 462, OSCEOLA MILLS, PA 16666

(See legal description attached.)

Amount Due

\$172,573.48

Interest from 3/9/04 to

\$

Date of Sale (\$28.37 per diem)

Total

\$

Plus costs as endorsed.

125.00 Prothonotary Costs

*William L. Hester*  
301

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 3/17/04  
(SEAL)

By:

Deputy

MLD

Received March 17, 2004 @ 2:30 PM.  
Chester A. Wuerkins  
By Cynthia Butler-Aughenbaugh

No. 04-39-CD

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

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE  
SERVICES

VS.

JAMES D. LOCKWOOD

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

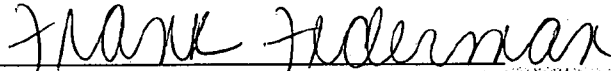
Real Debt \$172,573.48

Int. from 3/9/04  
to Date of Sale (\$28.37 per diem)

Costs

Prothy. Pd. 125.00

Sheriff



Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ALL that certain piece, parcel or tract of land situate and lying in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a set 3/4" iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57° 38' 29" East, a distance of 284.63 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42° 45' 04" East, a distance of 160.37 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 51° 57' 25" East a distance of 172.83 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 26° 21' 57" West, a distance of 98.24 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 51° 56' 38" West, a distance of 187.79 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 56° 01' 58" West, a distance of 126.90 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32° 19' 49" West, a distance of 40.00 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57° 39' 53" West, a distance of 100 feet to a set 3/4" iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32° 19' 49" West, a distance 164.61 feet to a set 3/4" iron rebar corner; the place of beginning.

CONTAINING 2.00 acres and being shown on a plan titled, "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc, dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Route 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58° 15' 36" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc; thence following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to there right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, North 09° 53' 24" East, 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the Southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement date January 4, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right -of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances: by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded on even date herewith.

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NAME      LOCKWOOD      NO.      04-39-CD

NOW, \_\_\_\_\_, 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 the \_\_\_\_\_ day of \_\_\_\_\_ 2004, I exposed the within described real estate of \_\_\_\_\_ 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	
LEVY	15.00
MILEAGE	15.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00

**TOTAL SHERIFF COSTS      174.44**

## **DEED COSTS:**

ACKNOWLEDGEMENT  
REGISTER & RECORDER  
TRANSFER TAX 2%  
**TOTAL DEED COSTS      0.00**

## **PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	172,573.48
INTEREST FROM 3/9/04 @28.37	
TO BE ADDED      TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	

**TOTAL DEBT & INTEREST      172,573.48**

## **COSTS:**

ADVERTISING	
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	174.44
LEGAL JOURNAL AD	
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS      299.44**

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

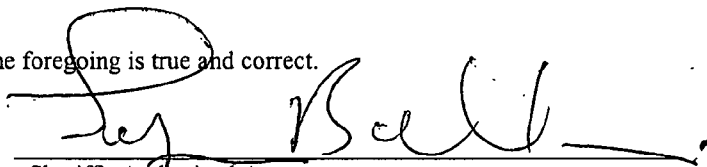
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Daniel G. Schmieg, ESQ. Foreclosure Review Services, Inc</b> <b>400 Fellowship Road, Suite 220</b> <b>Mount Laurel, NJ 08054</b> <small>E-MAIL</small> ATTORNEY FOR (Name): <b>Cendant Mortgage Corporation, F/K/A Phh Mortgage</b>		Telephone <b>(856) 513-1460</b> FAX		FOR COURT USE ONLY           <div style="text-align: right; font-size: 1.5em;">04-39-CD</div>
Pennsylvania Courthouse STREET ADDRESS: <b>1 North 2nd Street, Suite 116</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Clearfield, PA 16830</b> BRANCH NAME:				
PLAINTIFF: <b>Cendant Mortgage Corporation, F/K/A Phh</b> DEFENDANT: <b>James D. Lockwood</b>				
<b>PROOF OF SERVICE</b>		FILE NUMBER <b>2005016216</b>	COURT CASE NUMBER <b>04-39CD</b>	

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the:
  - f. other (specify documents): **Notice Of Sheriff's Sale Of Real Property**
3. a. Party served: **James D. Lockwood**
4. Address where party was served: **205 Monte Vista Lane  
Boulder Creek, CA 95006**
5. I served the party
  - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of the process for the party (1) on: 4/13/2005 (2) at: 8:35 AM.
6. The "Notice to the Person Served" was completed as follows:
7. Person who served papers:
  - a. Name: **L. Ballinger, Deputy**
  - b. Address: **Santa Cruz County Sheriff 701 Ocean St., Rm. 340 Santa Cruz, CA 95060**
  - c. Telephone number: **(831) 454-2170**
  - d. The fee for service was: **\$40.00**
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

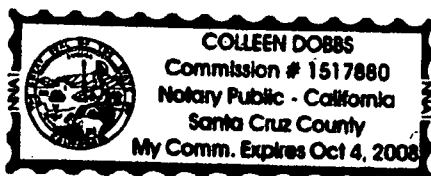
CR **FILED** No cc  
 m/12:41/05  
**APR 28 2005**

William A. Shaw  
 Prothonotary/Clerk of Courts

Date: April 14, 2005

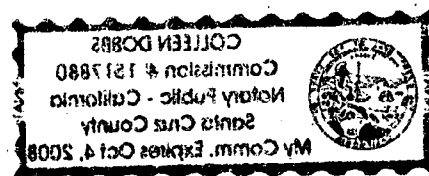
  
 Sheriff's Authorized Agent  
 Steve Robbins, Sheriff-Coroner

Hearing: <No Information>





**Pennsylvania Courthouse  
1 North 2nd Street, Suite 116  
Clearfield, PA 16830**



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Cruz

SS.

On April 20, 2005

Date

before me, Colleen Dobbs, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

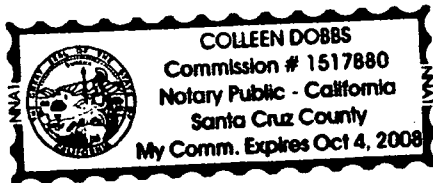
Lynn Ballinger

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Colleen Dobbs

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Proof of Service

Document Date: 4-14-05

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Lynn Ballinger

☒ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

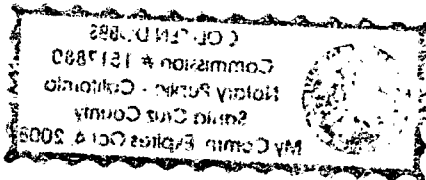
☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: Sheriff's Dept of Santa Cruz

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



**FILED**

**APR 28 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16404  
NO: 04-39-CD

PLAINTIFF: CENDANT MORTGAGE CORPORATION F/K/A PHH MORTGAGE SERVICES  
vs.  
DEFENDANT: LOCKWOOD, JAMES D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/23/2004

LEVY TAKEN 10/18/2004 @ 9:35 AM

POSTED 10/18/2004 @ 9:40 AM

SALE HELD 06/03/2005

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$50,000.00 PLUS COSTS

WRIT RETURNED 08/05/2005

DATE DEED FILED 08/05/2005

PROPERTY ADDRESS RR 1, BOX 462 OSCEOLA MILLS , PA 16666

SERVICES

@ SERVED JAMES D. LOCKWOOD

MAILED REG & CERTIFIED MAIL TO 205 MONE VISTA LANE, BOULDER CREEK, CA CERT #70033110000193801326 RETURNED  
UNCLAIMED TO SHERIFF'S OFFICE 11/6/05. REGULAR MAIL WAS NOT RETURNED.

04/13/2005 @ 8:35 AM SERVED JAMES D. LOCKWOOD

NOW, APRIL 13, 2005 THE ATTORNEY'S OFFICE HAD JAMES D. LOCKWOOD PERSONALLY SERVED WITH THE NOTICE OF SALE BY THE  
SANTA CRUZ COUNTY SHERIFF'S OFFICE.

FILED  
04/13/2005  
AUG 05 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16404

NO: 04-39-CD

PLAINTIFF: CENDANT MORTGAGE CORPORATION F/K/A PHH MORTGAGE SERVICES

vs.

DEFENDANT: LOCKWOOD, JAMES D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$1,260.31


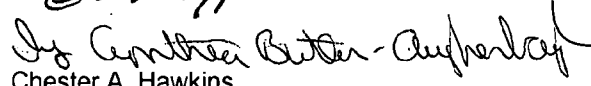
SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

  
By   
Chester A. Hawkins  
Sheriff

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

CENDANT MORTGAGE CORPORATION,  
F/K/A PHH MORTGAGE SERVICES

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 04-39-CD

JAMES D. LOCKWOOD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

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):

Premises: 1 RR BOX 462, OSCEOLA MILLS, PA 16666

(See legal description attached.)

Amount Due

\$172,573.48

Interest from 3/10/04 to  
Date of Sale (\$28.37 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.  
145.00 Prothonotary costs

Dated

7/23/04  
(SEAL)

William L. Hays  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

KIO

Received July 23, 2004 @ 3:15 P.M.  
Chester A. Hawkins  
by Catherine Butler-Aughenbaugh

No. 04-39-CD

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

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE  
SERVICES

VS.

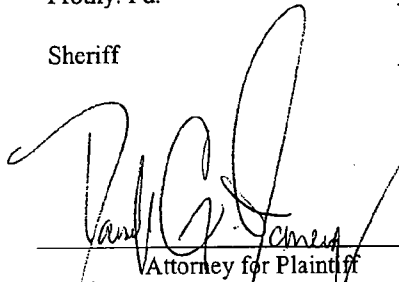
JAMES D. LOCKWOOD

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$172,573.48</u>
Int. from 3/10/04 to Date of Sale (\$28.37 per diem)	_____
Costs	_____
Prothy. Pd.	<u>145.00</u>
Sheriff	_____

  
\_\_\_\_\_  
Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006  
Where papers may be served.

Daniel G. Schmieg, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances: by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is, South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded on evendate herewith.



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES D. LOCKWOOD

NO. 04-39-CD

NOW, August 05, 2005, 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 June 03, 2005, I exposed the within described real estate of Lockwood, James D. to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION he/she being the highest bidder, for the sum of \$50,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	15.00
POSTING	15.00
CSDS	10.00
COMMISSION	1,000.00
POSTAGE	10.06
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	5.25
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	50,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$1,260.31</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	33.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$33.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	172,573.48
INTEREST @ 28.3700 %	12,766.50
FROM 03/10/2004 TO 06/03/2005	

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>\$185,359.98</b>

**COSTS:**

ADVERTISING	2,431.78
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	33.00
SHERIFF COSTS	1,260.31
LEGAL JOURNAL COSTS	563.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$4,578.09</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

**CERTIFIED MAIL**

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent  
☒ Addressee  
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  
☐ Registered  
☐ Insured Mail  
☐ Express Mail  
☒ Return Receipt for Merchandise  
☐ C.O.D.  
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)  
7003 3110 0001 9380 1326  
Domestic Return Receipt  
102595-02-M-1540

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:

James D. Lockwood  
205 Monte Vista Lane  
Boulder Creek, CA 95006

PS Form 3811, August 2001

PS Form 3811, August 2001

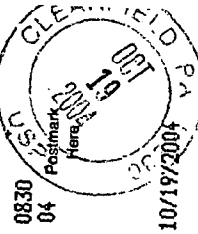


U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.65



Sent To James D. Lockwood  
Street, Apt. No.: 205 Monte Vista Lane  
or PO Box No.  
City, State, ZIP+4 Boulder Creek, CA 95006

PS Form 3800, June 2002 See Reverse for Instructions



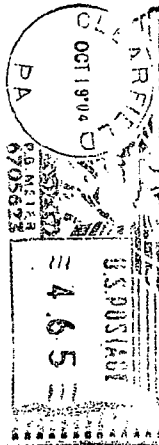
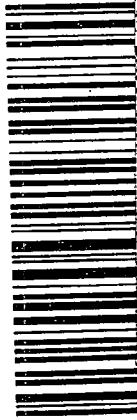
CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET, SUITE 118  
CLEARFIELD, PENNSYLVANIA 16830

7003 3110 0001 9380 1326



- ☒ Insufficient Address
- ☐ Moved, Left No Address
- ☐ Unclaimed
- ☐ Attempted
- ☐ No Such Street
- ☐ Vacant
- ☐ No Mail Recipient
- ☐ Box Closed
- ☐ Returned For Better Address
- ☐ Postage Due

JAMES D. LOCKWOOD  
205 MONTE VISTA LANE  
BOULDER CREEK, CA 95006

11/10  
10/25  
10/22  
10/20  
10/18  
10/16  
10/14  
10/12  
10/10  
10/8  
10/6  
10/4  
10/2  
10/1

95006+9506 06

11/10

Law Offices  
**FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814

Sandra Cooper  
Judgment Department, Ext. 1258

Representing Lenders in  
Pennsylvania and New Jersey

November 30, 2004

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: **CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE  
SERVICES v. JAMES D. LOCKWOOD**  
No. 04-39-CD  
1 RR BOX 462, OSCEOLA MILLS, PA 16666

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is  
scheduled for DECEMBER 03, 2004.

The property is to be relisted for the 3/4/05 Sheriff's Sale.

Very truly yours,

*SMC*

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC: JAMES D. LOCKWOOD  
203 MONTE VISTA LANE  
BOULDER CREEK, CA  
93006

Federman and Phelan is now

Law Offices

**PHELAN HALLINAN & SCHMIEG, LLP**

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Sandra.Cooper@fedphe.com

Sandra Cooper  
Judgment Department, Ext. 1258

Representing Lenders in  
Pennsylvania and New Jersey

March 3, 2005

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE  
SERVICES v. JAMES D. LOCKWOOD

No. 04-39-CD

1 RR BOX 462, OSCEOLA MILLS, PA 16666

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which  
is scheduled for 3/4/05.

The property is to be relisted for the 6/3/05 Sheriff's Sale.

Very truly yours,

SMC

Sandra Coouer

VIA TELECOPY (814) 765-5915

CC: JAMES D. LOCKWOOD  
205 MONTE VISTA  
LANE  
BOULDER CREEK, CA  
95006