

04-633-CD
WELLS FARGO HOME MORTGAGE INC. vs. DANNY N. GILBERT, JR. et al.

Wells Fargo Home Mort. Vs Danny Gilbert
2004-633-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

WELLS FARGO HOME MORTGAGE, INC. F/K/A
NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff

v.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

12-3-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

File #: 91930

Deputy Prothonotary

Reinstated/Reissued to Sheriff/Attorney
Document
for service.

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2004-633-CO

CLEARFIELD COUNTY

FILED

MAY 07 2004

m/11:00/12
William A. Shaw
Prothonotary
2 cert to SHF

7-6-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

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

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

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

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

1. Plaintiff is

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST
MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

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


3. On 09/17/1997 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1874, Page 295. By Assignment of Mortgage recorded 03/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1912, Page 23.
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 12/01/2003 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	\$79,058.34
Interest	3,130.38
11/01/2003 through 05/05/2004 (Per Diem \$16.74)	
Attorney's Fees	1,250.00
Cumulative Late Charges	142.20
09/17/1997 to 05/05/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 84,130.92
Escrow	
Credit	- 319.95
Deficit	0.00
Subtotal	<u>\$- 319.95</u>
TOTAL	\$ 83,810.97

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 83,810.97, together with interest from 05/05/2004 at the rate of \$16.74 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: 
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

All that certain lot or piece of ground with the buildings and improvements thereon erected, being known as RD 1 BOX 34B, ROCKTON, PA 15865, and being further described on that certain Deed 09/15/1997 and recorded 09/23/1997 in the Office of the Recorder of Deeds in CLEARFIELD County in Deed Book No., 1874 Page 291.

Parcel No. E06-000-00273

Being Known As: RD 1 BOX 34B

VERIFICATION

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

A handwritten signature in black ink, appearing to read 'J Martin', written over a horizontal line.

Jolyn Martin, Vice

President Loan Documentation

DATE: 4/30/04

In The Court of Common Pleas of Clearfield County, Pennsylvania

WELLS FARGO HOME MORTGAGE INC.

VS.

GILBERT, DANNY N. JR. & CYNTHIA D.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

15544

04-633-CD

SHERIFF RETURNS

NOW MAY 12, 2004 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA D. GILBERT, DEFENDANT AT MEETING PLACE, OVER THE MOUNTAIN RESTAURANT, S.R. 322, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA GILBERT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

NOW JUNE 23, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DANNY N. GILBERT JR., DEFENDANT. SEVERAL ATTEMPTS NOT HOME.

Return Costs

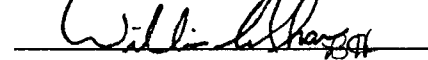
Cost Description

42.50 SHERIFF HAWKINS PAID BY: ATTY CK# 351304

20.00 SURCHARGE PAID BY: ATTY CK# 351305

Sworn to Before Me This

23rd Day Of June 2004



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


So Answers,



Chester A. Hawkins
Sheriff

FILED

06/23/2004
JUN 23 2004

 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

WELLS FARGO HOME MORTGAGE, INC. F/K/A
NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2004-633-CN

CLEARFIELD COUNTY

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

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

Defendant(s)

MAY 07 2004

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Attest.

William B. P.
Prothonotary/
Clerk of Courts

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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.

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Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
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PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

We hereby certify that
within 10 business days
of receipt of this
notice, the original
statement was filed.

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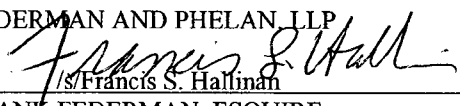
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FEDERMAN AND PHELAN, LLP
By: 
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

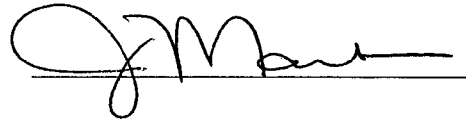
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Parcel No. E06-000-00273

Being Known As: RD 1 BOX 34B

VERIFICATION

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A handwritten signature in black ink, appearing to read 'J Martin', is written over a horizontal line.

Jolyn Martin, Vice

President Loan Documentation

DATE: _____

4/30/04

By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Thomas M. Federman, Esq., Id. No. 64068
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Wells Fargo Home Mortgage,
Inc., f/k/a Norwest Mortgage,
Inc.

:

COURT OF COMMON PLEAS

:

:

CIVIL DIVISION

Vs.

:

Clearfield COUNTY

Danny N. Gilbert, Jr.
Cynthia D. Gilbert

:

NO. 2004-00633-CD

CERTIFICATION OF SERVICE

I, Francis S. Hallinan, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court has been sent to the individual(s) as indicated below by first class mail, postage prepaid, on the date listed below.

Danny N. Gilbert, Jr. at:
RD1 Box 34B
Rockton, PA 15865

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

Date: June 30, 2004

Respectfully submitted,
Federman and Phelan, LLP
Attorney for Plaintiff

By: Francis S. Hallinan
Francis S. Hallinan, Esquire

FILED^{nb}
m/4/2004
JUL 02 2004
William A. Shaw
Prothonotary Clerk of Courts

FILED

JUL 02 2004

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

Federman and Phelan, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Thomas M. Federman, Esq., Id. No. 64068
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Wells Fargo Home Mortgage,
Inc., f/k/a Norwest Mortgage, Inc.

COURT OF COMMON PLEAS

vs.

CIVIL DIVISION

Clearfield COUNTY

Danny N. Gilbert, Jr.
Cynthia D. Gilbert

NO. 2004-00633-CD

ORDER

AND NOW, this 6 day of July, 2004, upon

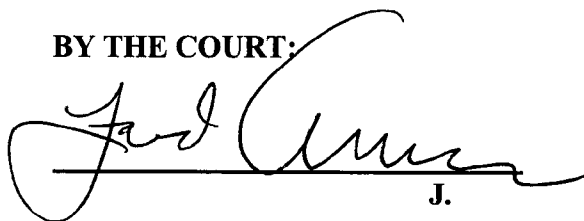
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby

ORDERED and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the
Complaint, and all future pleadings, on the above captioned Defendant(s) Danny N. Gilbert, Jr., by:

1. First class mail to Danny N. Gilbert, Jr. at the mortgaged premises located at
RD1 Box 34B, Rockton, PA 15865; and
2. Certified mail to Danny N. Gilbert, Jr. at the mortgaged premises located at
RD1 Box 34B, Rockton, PA 15865.

BY THE COURT:



J.

FILED

JUL 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

Federman and Phelan, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
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Thomas M. Federman, Esq., Id. No. 64068
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Wells Fargo Home Mortgage,
Inc., f/k/a Norwest Mortgage, Inc.

:

COURT OF COMMON PLEAS

:

:

CIVIL DIVISION

vs.

:

Clearfield COUNTY

Danny N. Gilbert, Jr.
Cynthia D. Gilbert

:

NO. 2004-00633-CD

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Federman and Phelan, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant(s) by first class mail and certified mail to the Defendant at the last known address and mortgaged premises, located at RD1 Box 34B, Rockton, PA 15865, and in support thereof avers the following:

1. Attempts to serve Defendant(s) with the Complaint have been unsuccessful. The Sheriff attempted to serve the defendant at the mortgaged premises located at RD1 Box 34B, Rockton, PA 15865. As indicated by the Sheriff's Return of Service attached hereto as Exhibit "A", the defendant was not found.

2. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant(s). An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "B".


FILED No. 00
m/41.0087
JUL 02 2004
William A. Shaw
Prothonotary, Clerk of Courts

3. Plaintiff has reviewed its internal records and has not been contacted by defendant as of June 30, 2004 to bring loan current.

4. Plaintiff submits that it has made a good faith effort to locate the defendants, but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by first class mail and certified mail.

Respectfully submitted,
Federman and Phelan, LLP
Attorney for Plaintiff

By: 

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Thomas M. Federman, Esquire

Date: June 30, 2004

Federman and Phelan, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
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Attorney for Plaintiff

Wells Fargo Home Mortgage, Inc.,
f/k/a Norwest Mortgage, Inc.

vs.

Danny N. Gilbert, Jr.
Cynthia D. Gilbert

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield COUNTY
NO. 2004-00633-CD

MEMORANDUM OF LAW

Pa. R.C.P. 430(a) specifically provides:

- (a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the attached Sheriff's Return of Service, attached hereto and marked as Exhibit "A", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "B".

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by first class mail and certified mail.

Respectfully submitted,
Federman and Phelan, LLP
Attorney for Plaintiff

By: 

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Thomas M. Federman, Esquire

Date: June 30, 2004

In The Court of Common Pleas of Clearfield County, Pennsylvania

WELLS FARGO HOME MORTGAGE INC.

VS.

GILBERT, DANNY N. JR. & CYNTHIA D.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

15544

04-633-CD

COP

SHERIFF RETURNS

NOW MAY 12, 2004 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA D. GILBERT, DEFENDANT AT MEETING PLACE, OVER THE MOUNTAIN RESTAURANT, S.R. 322, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA GILBERT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

NOW JUNE 23, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DANNY N. GILBERT JR., DEFENDANT. SEVERAL ATTEMPTS NOT HOME.

Return Costs

Cost	Description
42.50	SHERIFF HAWKINS PAID BY: ATTY CK# 351304
20.00	SURCHARGE PAID BY: ATTY CK# 351305

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EKL DATA, INC
AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number:

File Number:

Attorney Firm: **Federman & Phelan**

Subject: **Danny N. Gilbert Jr.**
Cynthia D. Gilbert

Property Address **RD 1 Box 34B**
Rockton, PA 15865

Last Known Address: **RD 1 Box 34B**
Rockton, PA 15865

Current Address: **RD 1 Box 34B**
As of April 23, 2004 **Rockton, PA 15865**

Last Known Number: **non-published**

George H. Lewis III, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of researcher for EKL DATA, INC.

2. On April 23, 2004, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

I. Credit Information

A. Social Security Number

Our search verified the following to be true and correct:

1. **Danny N. Gilbert Jr.: 171-66-7564**
2. **Cynthia D. Gilbert: 172-62-4922**

B. Employment Search:

Danny N. Gilbert Jr. and Cynthia D. Gilbert - A review of the credit report provided no employment information.

C. Inquiry of Creditors:

The creditors indicated that Danny N. Gilbert Jr. and Cynthia D. Gilbert reside at: RD 1 Box 34B, Rockton, PA 15865.

II. Inquiry of Telephone Company

A. Directory Assistance Search:

On April 23, 2004 our office contacted directory assistance, which indicated that the mortgagors' telephone number is non-published at RD 1 Box 34B, Rockton, PA 15865.

III. Inquiry of Neighbors

Our office, using an Internet database that supplies neighboring telephone numbers, found that they were unable to locate any neighbors that were able to verify with them that the above-mentioned mortgagors do reside at RD 1 Box 34B.

IV. Address Inquiry

A. National Address Update:

Our inquiry with the National Address database on April 23, 2004 indicates that the following is correct: Danny N. Gilbert Jr. and Cynthia D. Gilbert- RD 1 Box 34B, Rockton, PA 15865.

EKL DATA, INC
AFFIDAVIT OF GOOD FAITH INVESTIGATION

B. Additional Active Mailing Addresses
Our research has not located any other additional mailing addresses for the above-mentioned mortgager.

V. Drivers License Information
Per the Pennsylvania Department of Motor Vehicles Danny N. Gilbert Jr. and Cynthia D. Gilbert have identification registrations with the state.

VI. Other Inquiries

A. Death Records:
As of January 2004, there is no record for the above-mentioned mortgagers or mortgagers' social security numbers on file with the Social Security Death Index.

B. Public Licenses
None Found

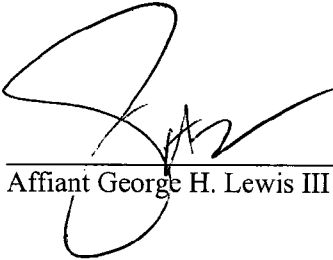
C. County Voter Registration:
On April 23, 2004, our office, using a database of all registered voters in the state of Pennsylvania, confirmed that the county doesn't have Danny N. Gilbert Jr. and doesn't have Cynthia D. Gilbert listed as a registered voter with an address of RD 1 Box 34B, Rockton, PA 15865.

D. D.O.B.:
Danny N. Gilbert Jr.: 6/6/1976
Cynthia D. Gilbert: 10/23/1976

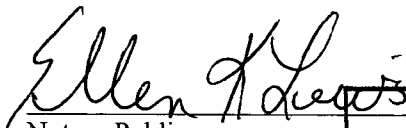
E. Miscellaneous Information
None

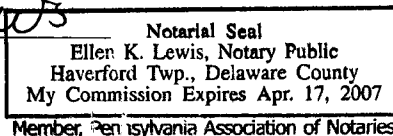
The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


Affiant George H. Lewis III

Subscribed and sworn before me on April 23, 2004.


Notary Public



VERIFICATION

Francis S. Hallinan, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

Respectfully submitted,
Federman and Phelan, LLP
Attorney for Plaintiff

By: 

Francis S. Hallinan, Esquire

Date: June 30, 2004

FILED

JUL 9 2 2004

William A. Stow
Prothonotary/Clerk of Court

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

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST
MORTGAGE, INC.

Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD County

vs.

DANNY N. GILBERT
CYNTHIA D. GILBERT

Defendants

:
: No. 2004-00633-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

FEDERMAN AND PHELAN, LLP
By: Frank Federman
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

Date: June 30, 2004

/cdc, Svc Dept.

FILED No
m/3.18.04 cc
JUL 06 2004 Hg pd 7.00
William A. Shaw
Prothonotary Clerk of Courts
1 Compl. Reinstated to Atty

FEDERMAN PHELAN, LLP
LAWRENCE T. PHELAN, ESQ., ID. NO. 32227
FRANCIS S. HALLINAN, ESQ., ID. NO. 62695
DANIEL G. SCHMIEG, ESQ., ID. NO. 62205
THOMAS M. FEDERMAN, ESQ., ID. NO. 64068
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST
MORTGAGE, INC.
Plaintiff

vs.

DANNY N. GILBERT
CYNTHIA D. GILBERT
Defendants

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD County
:
: No. 2004-00633-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

FEDERMAN PHELAN, LLP
By: Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
THOMAS M. FEDERMAN, ESQUIRE
Attorneys for Plaintiff

Date: November 29, 2004

/cdc, Svc Dept.
File# 91930

FILED

M 1:58 PM Nov 29, 2004

DEC 03 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100039
NO: 04-633-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO HOME MORTGAGE, INC.
vs.
DEFENDANT: DANNY N. GILBERT, JR. et al

SHERIFF RETURN

NOW, December 13, 2004 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANNY N. GILBERT DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., STE. 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANNY N. GILBERT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. 163 Hemlock Road, DuBois, Pa. is correct address.

SERVED BY: COUDRIET / DEHAVEN

No
CC
018:48/61
JAN 25 2005

W. J. A. S. J.
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100039
NO: 04-633-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO HOME MORTGAGE, INC.
vs.
DEFENDANT: DANNY N. GILBERT, JR. al

SHERIFF RETURN

NOW, December 13, 2004 AT 3:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANNY N. GILBERT DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., STE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANNY N. GILBERT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100039
NO: 04-633-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO HOME MORTGAGE, INC.
vs.
DEFENDANT: DANNY N. GILBERT, JR. al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FEDERMAN	390906	20.00
SHERIFF HAWKINS	FEDERMAN	390962	30.25

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


by Marilyn Harris

Chester A. Hawkins
Sheriff

MAY 07 2004

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32122
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

William A. Shaw
William A. Shaw Prothonotary
Prothonotary

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC. F/K/A
NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2004-00633-CD

CLEARFIELD COUNTY

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

12-3-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC. F/K/A
NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO.

CLEARFIELD COUNTY

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

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.

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Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 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

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST
MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

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

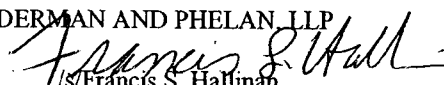
3. On 09/17/1997 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1874, Page 295. By Assignment of Mortgage recorded 03/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1912, Page 23.
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 12/01/2003 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	\$79,058.34
Interest	3,130.38
11/01/2003 through 05/05/2004 (Per Diem \$16.74)	
Attorney's Fees	1,250.00
Cumulative Late Charges	142.20
09/17/1997 to 05/05/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 84,130.92
Escrow	
Credit	- 319.95
Deficit	0.00
Subtotal	<u>\$- 319.95</u>
TOTAL	\$ 83,810.97

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 83,810.97, together with interest from 05/05/2004 at the rate of \$16.74 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: 
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

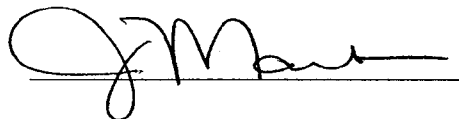
All that certain lot or piece of ground with the buildings and improvements thereon erected, being known as RD 1 BOX 34B, ROCKTON, PA 15865, and being further described on that certain Deed 09/15/1997 and recorded 09/23/1997 in the Office of the Recorder of Deeds in CLEARFIELD County in Deed Book No., 1874 Page 291.

Parcel No. E06-000-00273

Being Known As: RD 1 BOX 34B

VERIFICATION

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

A handwritten signature in black ink, appearing to read 'J Martin', written over a horizontal line.

Jolyn Martin, Vice

President Loan Documentation

DATE: 4/30/04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

**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 DANNY N. GILBERT, JR. and CYNTHIA D. GILBERT, 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	\$83,810.97
Interest (5/6/04 to 2/4/05)	<u>4,603.50</u>
TOTAL	\$88,414.47

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.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: FEB 10, 2005


PRO PROTHY

FILED ^{PMB}
FEB 10 2005
William A. Shaw
Prothonotary/Clerk of Courts
NO. 2004-00633-CD
STATEMENT OF APL

PHELAN, HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS

NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT

: NO. 2004-00633-CD

CYNTHIA D. GILBERT

Defendants

FILE COPY

**TO: DANNY N. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865**

DATE OF NOTICE: JANUARY 19, 2005

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 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

Defendants

: NO. 2004-00633-CD

TO: CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

FILE COPY

DATE OF NOTICE: JANUARY 19, 2005

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.

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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.

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

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS

NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT

: NO. 2004-00633-CD

CYNTHIA D. GILBERT

Defendants

**TO: DANNY N. GILBERT
1608 S. CONTINENTAL DRIVE
ROCKTON, PA 15856**

FILE COPY

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Attorneys for Plaintiff

• PHELAN, HALLINAN AND SCHMIEG
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Daniel G. Schmieg, Esq., Id. No. 62205
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Philadelphia, PA 19103
(215) 563-7000

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NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

Defendants

: NO. 2004-00633-CD

TO: CYNTHIA D. GILBERT
1608 S. CONTINENTAL DRIVE
ROCKTON, PA 15856

FILE COPY

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NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT

: NO. 2004-00633-CD

CYNTHIA D. GILBERT

Defendants

**TO: DANNY N. GILBERT
163 HEMLOCK ROAD
DU BOIS, PA 15801**

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NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT

: NO. 2004-00633-CD

CYNTHIA D. GILBERT

Defendants

FILE COPY

TO: CYNTHIA D. GILBERT
163 HEMLOCK ROAD
DU BOIS, PA 15801

DATE OF NOTICE: JANUARY 19, 2005

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P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

Plaintiff

No.: 2004-00633-CD

vs.

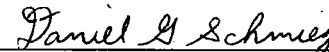
DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on Feb 10,, 2005.

By:  DEPUTY

If you have any questions concerning this matter please contact:


DANIEL G. SCHMIEG, 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

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PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205

ATTORNEY FOR PLAINTIFF

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

COURT OF COMMON PLEAS
CIVIL DIVISION

WELLS FARGO HOME MORTGAGE, INC.

F/K/A NORWEST MORTGAGE, INC.

CLEARFIELD COUNTY

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.

CYNTHIA D. GILBERT

VERIFICATION OF NON-MILITARY SERVICE

DANIEL G. SCHMIEG, 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, DANNY N. GILBERT, JR., is over 18 years of age, and resides at RD 1 BOX 34B, ROCKTON, PA 15865 .

(c) that defendant, CYNTHIA D. GILBERT, is over 18 years of age, and resides at RD 1 BOX 34B, ROCKTON, PA 15865.

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

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

Wells Fargo Home Mortgage, Inc.
Plaintiff(s)

No.: 2004-00633-CD

Real Debt: \$88.414.47

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Danny N. Gilbert Jr.
Cynthia D. Gilbert
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 10, 2005

Expires: February 10, 2010

Certified from the record this February 10, 2005

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

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

No. 2004-00633-CD

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

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

\$88,414.47

Interest from 2/4/05 to
Date of Sale (\$14.53 per diem)

_____ and Costs.

Prothonotary costs \$251.75

Daniel G. Schmieg

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.

PMB

FILED

FEB 10 2005

m/1230/2

William A. Shaw

Prothonotary/Clerk of Courts

*1 CENT w/ 6 WRTS TO
SHAW*

No. 2004-00633-CD

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

**WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.**

vs.

**DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT**

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

Daniel G. Schmeig
Attorney for Plaintiff(s)

**Address: RD 1 BOX 34B, ROCKTON, PA 15865
RD 1 BOX 34B, ROCKTON, PA 15865**
Where papers may be served.

DESCRIPTION

ALL THAT CERTAIN piece or parcel of surface only, situate in the Township of Union, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the centerline of Township Road 360, said place of beginning being the Southeastern corner of Patrick H. Mowrey and Kim Mowrey Hobba's Home Camp "Mountain View" Subdivision Parcel #4; said place of beginning also being the Northeastern corner of Parcel #5, the premises described herein; thence South 33 degrees 05 minutes West along the centerline of Township Road 360 a distance of 240.0 feet to a point on said road centerline; thence North 56 degrees 55 minutes West through lands of Patrick H. Mowrey et al, a distance of 360.00 feet to an iron pin; thence North 33 degrees 05 minutes East along the Eastern boundary line of Home Camp "Mountain View" Subdivision Parcel "A", a distance of 240.00 feet to an iron pin; thence South 56 degrees 55 minutes East, along the Southern boundary line of Home Camp "Mountain View" Subdivision Parcel #4, a distance of 360.00 feet to a point on the centerline of Township Road 360, the place of beginning.

CONTAINING approximately 1.98 acre, more or less.

BEING known as Patrick H. Mowrey's and Kim Mowrey Hobba's Home Camp "Mountain View" Subdivision, Parcels #5 and #6.

EXCEPTING AND RESERVING, from the operation of this Indenture, all of the coal of whatever kind, lying or being in, under or upon the above described tract of land, together with the right of ingress, egress and regress.

ALSO EXCEPTING AND RESERVING from the operation of this Indenture and out of the above described tract of land, all the petroleum oil, natural gas and all other minerals of any kind or nature, lying or being in and under the same, together with the rights of ingress, egress and regress for the purpose of drilling and operating for said oil, gas and all other minerals and of removing and transporting the same from the said premises.

AND ALSO EXCEPTING AND RESERVING a 30 foot wide easement along all lot lines of the perimeter of the above described tract of land, together with the right of ingress, egress and regress to accommodate present and future utilities, including but not limited to: Community electric, telephone, cable television, water, sewer, natural gas, etc.

Tax Parcel #129-E6-273

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Danny N. Gilbert, Jr. And Cynthia D. Gilbert, His Wife by Deed from Michael A. Read and Robin K. Read, His Wife dated 9/15/1997 and recorded 9/23/1997 in Volume 1874 Page 291.

PREMISES BEING: RD 1 BOX 34B

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

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 2004-00633-CD

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

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: RD 1 BOX 34B, ROCKTON, PA 15865

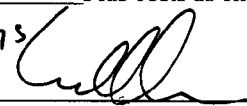
(See legal description attached.)

Amount Due \$88,414.47

Interest from 2/4/05 to \$ _____
Date of Sale (\$14.53 per diem)

Total \$ _____ Plus costs as endorsed.

Prothonotary costs 251.75



Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated _____
(SEAL)

By:

Deputy

PMB

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 2004-00633-CD

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

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST
MORTGAGE, INC.

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**


Real Debt \$88,414.47

Int. from 2/4/05 _____
to Date of Sale (\$14.53 per diem)

Costs _____

Prothy. Pd. _____

Sheriff _____



Attorney for Plaintiff

Address: RD 1 BOX 34B, ROCKTON, PA 15865
RD 1 BOX 34B, ROCKTON, PA 15865
Where papers may be served.

Daniel G. Schmieg, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
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PREMISES BEING: RD 1 BOX 34B

NATIONAL CHILD
DENTAL HEALTH
WEEK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

**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 DANNY N. GILBERT, JR. and CYNTHIA D. GILBERT, 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	\$83,810.97
Interest (5/6/04 to 2/4/05)	<u>4,603.50</u>
TOTAL	\$88,414.47

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.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: FEB. 10, 2005

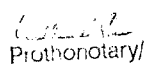

PRO PROTHY

PMB

I hereby certify that the above
and the same is true and
correct.

FEB 10 2005

Attest.


Prothonotary/
Clerk of Courts

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
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ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT
Defendants

: NO. 2004-00633-CD

FILE COPY

TO: DANNY N. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

DATE OF NOTICE: JANUARY 19, 2005

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 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

· PHELAN, HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS

NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT

: NO. 2004-00633-CD

CYNTHIA D. GILBERT

Defendants

TO: CYNTHIA D. GILBERT

RD 1 BOX 34B

ROCKTON, PA 15865

FILE COPY

DATE OF NOTICE: JANUARY 19, 2005

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.

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

TO: DANNY N. GILBERT
1608 S. CONTINENTAL DRIVE
ROCKTON, PA 15856

FILE COPY

DATE OF NOTICE: JANUARY 12, 2005

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.

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

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SERVICE
PENNSYLVANIA BAR ASSOCIATION
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P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

• PHELAN, HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS

NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT

: NO. 2004-00633-CD

CYNTHIA D. GILBERT

Defendants

TO: CYNTHIA D. GILBERT
1608 S. CONTINENTAL DRIVE
ROCKTON, PA 15856

FILE COPY

DATE OF NOTICE: JANUARY 19, 2005

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.

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

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P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT
Defendants

: NO. 2004-00633-CD

FILE COPY

TO: DANNY N. GILBERT
163 HEMLOCK ROAD
DU BOIS, PA 15801

DATE OF NOTICE: JANUARY 19, 2005

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.

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

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SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

FILE COPY

TO: CYNTHIA D. GILBERT
163 HEMLOCK ROAD
DU BOIS, PA 15801

DATE OF NOTICE: JANUARY 19, 2005

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CLEARFIELD COUNTY
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P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

Plaintiff

No.: 2004-00633-CD

vs.

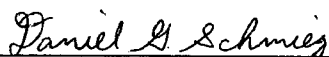
DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on Feb. 10, , 2005.

By:  DEPUTY

If you have any questions concerning this matter please contact:


DANIEL G. SCHMIEG, 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

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PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205

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

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

CLEARFIELD COUNTY

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.

CYNTHIA D. GILBERT

VERIFICATION OF NON-MILITARY SERVICE

DANIEL G. SCHMIEG, 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, DANNY N. GILBERT, JR., is over 18 years of age, and resides at RD 1 BOX 34B, ROCKTON, PA 15865 .

(c) that defendant, CYNTHIA D. GILBERT, is over 18 years of age, and resides at RD 1 BOX 34B, ROCKTON, PA 15865.

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

SALE DATE: June 3, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

FILED ^{GN}
ND
01/11:05:30
MAY 05 2005 CC

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:

RD 1 BOX 34B, ROCKTON, PA 15865.

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
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CLEARFIELD COUNTY

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., 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 RD 1 BOX 34B, ROCKTON, PA 15865:

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

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

DANNY N. GILBERT, JR.	RD 1 BOX 34B ROCKTON, PA 15865
-----------------------	-----------------------------------

CYNTHIA D. GILBERT	RD 1 BOX 34B ROCKTON, PA 15865
--------------------	-----------------------------------

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

February 4, 2005

CLEARFIELD COUNTY

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

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

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., 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 RD 1 BOX 34B, ROCKTON, PA 15865:

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)
------	---

HOUSING AND URBAN DEVELOPMENT	451 SEVENTH STREET S.W. WASHINGTON D.C., 20410
-------------------------------	---

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

RD 1 BOX 34B
ROCKTON, PA 15865

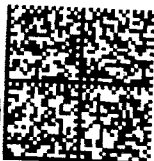
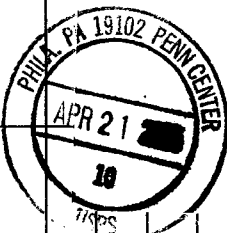
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Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

February 4, 2005

Name and Address of Sender
 PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station
 Philadelphia, PA 19103-1814
 Suite 1400
 SANDRA COOPER/PMB

Line	Article Number	Name of Addressee, Street, and Post Office Address	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.
1	DANNY N. GILBERT, JR.	Tenant/Occupant, RD 1 BOX 34B, ROCKTON, PA 15865			
2	5318236	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		HOUSING AND URBAN DEVELOPMENT 451 SEVENTH STREET S.W. WASHINGTON D.C., 20410			
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.	



UNITED STATES POSTAGE
 02 1A
 0004300377
 MAILED FROM ZIP CODE 19103
 \$ 01.20⁰⁰
 APR 21 2005
 PITNEY BOWES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20104

NO: 04-633-CD

PLAINTIFF: WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.
vs.

DEFENDANT: DANNY N. GILBERT, JR. AND CYNTHIA D. GILBERT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/10/2005

LEVY TAKEN 04/15/2005 @ 1:45 PM

POSTED 04/15/2005 @ 1:30 PM

SALE HELD 06/03/2005

SOLD TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

SOLD FOR AMOUNT \$40,000.00 PLUS COSTS

WRIT RETURNED 07/22/2005

DATE DEED FILED 07/22/2005

PROPERTY ADDRESS RD #1, BOX 34B A/K/A 1608 S. CONTINENTAL DRIVE ROCKTON , PA 15865

SERVICES

04/29/2005 @ 11:14 AM SERVED DANNY N. GILBERT, JR.

SERVED DANNY GILBERT, JR, DEFENDANT, AT HIS RESIDENCE HEMLOCK ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANNY N. GILBERT, JR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

04/25/2005 @ 11:56 AM SERVED CYNTHIA D. GILBERT

SERVED CYNTHIA D. GILBERT, DEFENDANT, AT HER RESIDENCE 518 1/2 SOUTH MAIN STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA D. GILBERT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

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JUL 22 2005 pp 5.0
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FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20104
NO: 04-633-CD

PLAINTIFF: WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.
vs.
DEFENDANT: DANNY N. GILBERT, JR. AND CYNTHIA D. GILBERT

Execution REAL ESTATE

SHERIFF RETURN

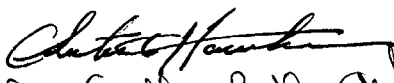
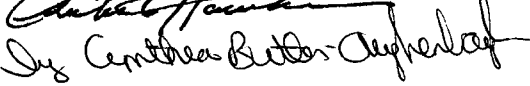
SHERIFF HAWKINS \$1,046.42

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180 to 3183 and Rule 3257

**WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.**

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

vs.

NO.: 2004-00633-CD

**DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT**

**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: RD 1 BOX 34B, ROCKTON, PA 15865

(See legal description attached.)

Amount Due

\$88,414.47

Interest from 2/4/05 to


\$ _____

Date of Sale (\$14.53 per diem)

Total

\$ _____ Plus costs as endorsed.

Prothonotary costs 1251.75


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated Feb 10, 2005

(SEAL)

By:

Deputy

PMB

*Received February 10, 2005 @ 2:30 P.M.
Chester A. Warburton
By Cynthia Butler-Ayhenk*

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 2004-00633-CD

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


WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST
MORTGAGE, INC.

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$88,414.47</u>
Int. from 2/4/05 to Date of Sale (\$14.53 per diem)	_____
Costs	_____
Prothy. Pd.	_____
Sheriff	_____



Attorney for Plaintiff

Address: RD 1 BOX 34B, ROCKTON, PA 15865
RD 1 BOX 34B, ROCKTON, PA 15865
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

DESCRIPTION

ALL THAT CERTAIN piece or parcel of surface only, situate in the Township of Union, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the centerline of Township Road 360, said place of beginning being the Southeastern corner of Patrick H. Mowrey and Kim Mowrey Hobba's Home Camp "Mountain View" Subdivision Parcel #4; said place of beginning also being the Northeastern corner of Parcel #5, the premises described herein; thence South 33 degrees 05 minutes West along the centerline of Township Road 360 a distance of 240.0 feet to a point on said road centerline; thence North 56 degrees 55 minutes West through lands of Patrick H. Mowrey et al, a distance of 360.00 feet to an iron pin; thence North 33 degrees 05 minutes East along the Eastern boundary line of Home Camp "Mountain View" Subdivision Parcel "A", a distance of 240.00 feet to an iron pin; thence South 56 degrees 55 minutes East, along the Southern boundary line of Home Camp "Mountain View" Subdivision Parcel #4, a distance of 360.00 feet to a point on the centerline of Township Road 360, the place of beginning.

CONTAINING approximately 1.98 acre, more or less.

BEING known as Patrick H. Mowrey's and Kim Mowrey Hobba's Home Camp "Mountain View" Subdivision, Parcels #5 and #6.

EXCEPTING AND RESERVING, from the operation of this Indenture, all of the coal of whatever kind, lying or being in, under or upon the above described tract of land, together with the right of ingress, egress and regress.

ALSO EXCEPTING AND RESERVING from the operation of this Indenture and out of the above described tract of land, all the petroleum oil, natural gas and all other minerals of any kind or nature, lying or being in and under the same, together with the rights of ingress, egress and regress for the purpose of drilling and operating for said oil, gas and all other minerals and of removing and transporting the same from the said premises.

AND ALSO EXCEPTING AND RESERVING a 30 foot wide easement along all lot lines of the perimeter of the above described tract of land, together with the right of ingress, egress and regress to accommodate present and future utilities, including but not limited to: Community electric, telephone, cable television, water, sewer, natural gas, etc.

Tax Parcel #129-E6-273

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Danny N. Gilbert, Jr. And Cynthia D. Gilbert, His Wife by Deed from Michael A. Read and Robin K. Read, His Wife dated 9/15/1997 and recorded 9/23/1997 in Volume 1874 Page 291.

PREMISES BEING: RD 1 BOX 34B

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DANNY N. GILBERT, JR.

NO. 04-633-CD

VOW, June 03, 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 Danny N. Gilbert, Jr. And Cynthia D. Gilbert to public venue or outcry at which time and place I sold the same to WELLS FARGO HOME MORTGAGE, NC. F/K/A NORWEST MORTGAGE, INC. he/she being the highest bidder, for the sum of \$40,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	10.53
LEVY	15.00
MILEAGE	10.53
POSTING	15.00
CSDS	10.00
COMMISSION	800.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	25.92
ADD'L LEVY	
BID AMOUNT	40,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$1,046.42

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	88,414.47
INTEREST @ 14.5300 %	1,729.07
FROM 02/04/2005 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	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$90,183.54
COSTS:	
ADVERTISING	490.06
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	1,046.42
LEGAL JOURNAL COSTS	252.00
PROTHONOTARY	251.75
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,214.23

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

CA

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Wells Fargo Home Mortgage, Inc.,

f/k/a Norwest Mortgage, Inc.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 2004-00633-CD

Danny N. Gilbert, Jr.

Cynthia D. Gilbert

RD 1 Box 34B

Rockton, PA 15865

Defendants

FILED ^{no}
m110:46/61 cc
MAR 09 2006

6h

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR EQUITABLE CONVERSION AND TO CONFIRM
SHERIFF'S SALE, NUNC PRO TUNC

Plaintiff, Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc., by its attorneys, Phelan Hallinan & Schmieg, LLP, requests conversion of a mobile home to realty and confirmation of its Sheriff's Sale nunc pro tunc, and in support thereof avers the following:

1. On or about September 17, 1997, Defendants Danny N. Gilbert, Jr. and Cynthia D. Gilbert made, executed and delivered a mortgage to Towne & Country Mortgage Corporation in the principal sum of \$74,949.00 for the property at RD 1 Box 34B, a/k/a 1608 South Continental Drive, Rockton, PA 15856, which mortgage was recorded on September 23, 1997 in the Office of the Recorder of Deeds of Clearfield County in mortgage book 1874, page 295. A true and correct copy of the mortgage is attached hereto, made part hereof, and marked as Exhibit "A".

2. Towne & Country Mortgage Corporation delivered an Assignment of Mortgage to PNC Mortgage Corp. of America, which assignment was recorded on September 23, 1997 in the Office of the Recorder of Deeds of Clearfield County in book 1874, page 307. A true and

correct copy of the Assignment of Mortgage is attached hereto, made part hereof, and marked as Exhibit "A1".

3. PNC Mortgage Corp. of America delivered an Assignment of Mortgage to Norwest Mortgage, Inc., which assignment was recorded on March 2, 1998 in the Office of the Recorder of Deeds of Clearfield County in book 1912, page 23. A true and correct copy of the Assignment of Mortgage is attached hereto, made part hereof, and marked as Exhibit "A2".

4. Defendants defaulted on the mortgage by failing to tender payments due December 1, 2003 and each month thereafter.

5. On or about May 7, 2004, Plaintiff filed a complaint in mortgage foreclosure. A true and correct copy of the complaint is attached hereto, made part hereof, and marked as Exhibit "B".

6. Defendant Cynthia D. Gilbert was served with the complaint on May 14, 2004. Defendant Danny N. Gilbert, Jr. was served with the complaint on December 13, 2004. True and correct copies of the Affidavits of service are attached hereto, made part hereof, and marked as Exhibit "C".

7. Notice of intent to enter default judgment was sent on January 19, 2005, and judgment against Defendants subsequently entered on February 10, 2005. True and correct copies of the notice and praecipe for entry of default judgment are attached hereto, made part hereof, and marked as Exhibits "D" and "E", respectively.

8. On June 3, 2005 the property was sold at Sheriff's sale to the attorney on the writ.

9. The Sheriff's Deed to Plaintiff was recorded in the Office of the Recorder of Deeds of Clearfield County on July 22, 2005 at instrument number 200511145. A true and correct copy of the Sheriff's Deed to Plaintiff is attached hereto, made part hereof, and marked as Exhibit "F".

10. The property has been assessed in part for "land value", and in part for "building value", under Control #129096356, Map #1290E0600000273. Based on the Clearfield County assessment ratio of 5.13, the fair market value of the property is \$85,927.50. A true and correct copy of the tax assessment record is attached hereto, made part hereof, and marked as Exhibit "G".

11. On August 21, 1997, the property was appraised at \$75,000.00 for the land and house together. The appraiser noted that the house is a mobile home. A true and correct copy of the appraisal is attached hereto, made part hereof, and marked as Exhibit "H".

12. It was clearly the intention of the parties that the \$74,949.00 loan be secured by a mortgage on both the land and the house.

13. Plaintiff obtained photographs of the house which reflect landscaping, permanent utility hookups, and detached garage which show the home's permanent affixation to the land. Attached hereto, made part hereof, and marked as Exhibit "I" are true and correct copies of the photographs of the subject property.

14. In addition, Plaintiff inquired of the Pennsylvania Department of Transportation ("Penndot") and was informed that there is no mobile home registered in the Defendants' names. This is further evidence that the home is not mobile and that the Defendants intend the home to be permanently affixed to the land. A true and correct copy of Penndot's letter is attached hereto, made part hereof, and marked as Exhibit "J".

15. There is no statutory basis in the Commonwealth of Pennsylvania for court declaration that a mobile home has been converted to realty and affixed as part of the land.

16. Pennsylvania is rife with common law that personal property or chattel be considered a fixture and as such, part of the real estate, when it is deemed to have been permanently affixed to the land.

17. Because the property is clearly attached via foundation to the land, it was clearly the intent of the parties that this home be made permanent at its site and that the mortgage cover such home as security interest for the loan.

18. Principles of equity dictate that the intent of the parties should govern.

19. Plaintiff is requesting the entry of a court order declaring the house as realty, so that when Plaintiff's sells the property, the buyer will acquire clear title to the house and land. If the requested relief is not granted, Plaintiff may not get the full benefit of the collateral for the loan, as the parties intended.

WHEREFORE, Plaintiff Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc. respectfully requests that this Honorable Court enter an Order on this motion, that the property at RD 1 Box 34B, a/k/a 1608 South Continental Drive, Rockton, PA 15856 Control #129096356, Map #1290E0600000273, be equitably converted to real estate by way of this motion, and not subject to separation from land, and that the Sheriff's Sale of this property held June 3, 2005 is CONFIRMED.

PHELAN HALLINAN & SCHMIEG, LLP

Date: 3/8/06

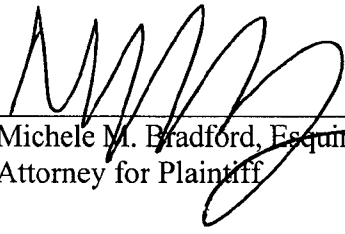
By: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

EXHIBIT A

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

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Karen L. Starck
Karen L. Starck
Recorder of Deeds

9-23-97
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:07 PM
BY *[Signature]*
FEE \$3.70
Karen L. Starck, Recorder

670
1064

Parcel Number: E06-000-00273

Loan #02-24-58500

[Space Above This Line For Recording Data]

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.

442-1905434 703

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 17, 1997
The Mortgagor is

DANNY N. GILBERT, JR. AND CYNTHIA D. GILBERT, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

TOWNE & COUNTRY MORTGAGE CORP.

which is organized and existing under the laws of Commonwealth of Pennsylvania, and
whose address is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642

("Lender"). Borrower owes Lender the principal sum of
SEVENTY-FOUR THOUSAND NINE HUNDRED FORTY-NINE AND 00/100

Dollars (U.S.\$ 74,949.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2027

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Pennsylvania Mortgage - 4/96

125110-4R(PA) (9004).01

VMP MORTGAGE FORM 6 - (800) 821-7291

Page 1 of 8

Initials: *[Signature]*
CDE

9-23-97 Assignment 1874/307

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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in
TOWNSHIP OF UNION, CLEARFIELD County, Pennsylvania;

(SEE ATTACHED ADDENDUM)

which has the address of RD#1, BOX 34B, ROCKTON
Pennsylvania 15856 [Zip Code] ("Property Address");

[Street, City],

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

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Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

22. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

23. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

24. Riders in this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)).

☐ Condominium Rider
☐ Planned Unit Development Rider

☐ Growing Equity Rider
☐ Graduated Payment Rider

☒ Other [specify]
ADDENDUM AND
ADJUSTABLE RATE RIDER

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ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM DANNY N. GILBERT, JR. AND CYNTHIA D. GILBERT, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED SEPTEMBER 17, 1997 AND COVERING PROPERTY KNOWN AS RD#1, BOX 34B, ROCKTON, PA 15856.

ALL that certain piece or parcel of surface only, situate in the Township of Union, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the centerline of Township Road 360, said place of beginning being the southeastern corner of Patrick H. Mowrey and Kim Mowrey Hobba's Home Camp "Mountain View" Subdivision Parcel #4; said place of beginning also being the northeastern corner of Parcel #5, the premises described herein; thence South 33 degrees 05 minutes West along the centerline of Township Road 360 a distance of 240.0 feet to a point on said road centerline; thence North 56 degrees 55 minutes West through lands of Patrick H. Mowrey et al, a distance of 360.00 feet to an iron pin; thence North 33 degrees 05 minutes East along the eastern boundary line of home Camp "Mountain View" Subdivision Parcel "A", a distance of 240.00 feet to an iron pin; thence South 56 degrees 55 minutes East, along the southern boundary line of Home Camp "Mountain View" Subdivision Parcel #4, a distance of 360.00 feet to a point on the centerline of Township Road 360, the place of beginning.

CONTAINING approximately 1.98 acre, more or less.

BEING known as Patrick H. Mowrey's and Kim Mowrey Hobba's Home Camp "Mountain View" Subdivision, Parcels #5 and #6.

EXCEPTING AND RESERVING, from the operation of this Indenture, all of the coal of whatever kind, lying or being in, under or upon the above described tract of land, together with the right of ingress, egress and regress.

ALSO EXCEPTING AND RESERVING from the operation of this Indenture and out of the above described tract of land, all the petroleum, oil, natural gas, and all other minerals of any kind or nature, lying or being in and under the same, together with the rights of ingress, egress and regress for the purpose of drilling and operating for said oil, gas, and all other minerals and of removing and transporting the same from the said premises.

AND ALSO EXCEPTING AND RESERVING a 30 foot wide easement along all lot lines of the perimeter of the above described tract of land, together with the right of ingress, egress, and regress to accommodate present and future utilities, including but not limited to: Community electric, telephone, cable television, water, sewer, natural gas, etc.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same property which Michael A. Read and Robin K. Read, husband and wife, by Deed dated SEPTEMBER 15, 1997 and to be recorded herewith, granted and conveyed to Danny N. Gilbert, Jr. and Cynthia D. Gilbert, husband and wife, the Mortgagors herein.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Elizabeth S. Pavlock
Elizabeth S. Pavlock

Danny N. Gilbert, Jr. (Seal)
 DANNY N. GILBERT, JR. -Borrower

Cynthia D. Gilbert (Seal)
 CYNTHIA D. GILBERT -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

Certificate of Residence

I, the undersigned, do hereby certify that the correct address of the within-named Lender is 150 ROBBINS STATION ROAD, SUITE 8, NORTH HUNTINGDON, PA 15642.

Witness my hand this 17TH day of SEPTEMBER 1997

Elizabeth S. Pavlock
 Agent of Lender
 County ss:

COMMONWEALTH OF PENNSYLVANIA, ELK

On this, 17TH day of SEPTEMBER, 1997, before me, the undersigned officer, personally appeared

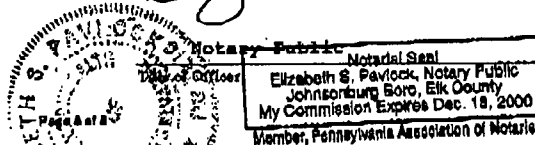
DANNY N. GILBERT, JR. and CYNTHIA D. GILBERT

known to me (or satisfactorily proven) to be person s whose name s are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

Elizabeth S. Pavlock

EMP-4R(PA) (8904).01



Entered of Record, 9-23 1997 3:09 PM Karen L. Starck, Recorder

EXHIBIT A1

53/8236

VOL 1874 PAGE 307

LOAN 02-24-58500

57D
#012

ASSIGNMENT OF MORTGAGE

FROM DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT

Mtg. Dated: 09/17/97

Mtg. Recorded: Q. 23.97 in

Mortgagor(s)

TO TOWNE & COUNTRY MORTGAGE CORP.
Mortgagee

Mtg. Book Vol. 1874 Page 295 in

ASSIGNED TO

the Recorder's office of

PNC MORTGAGE CORP. OF AMERICA

CLEARFIELD

County, PA,

Assignee

Debt \$ 74949.00

PROPERTY RD#1, BOX 34B

TOWNSHIP OF UNION

ROCKTON, PA 15856

Location
E06-000-00273

THAT TOWNE & COUNTRY MORTGAGE CORP., A PENNSYLVANIA CORP.

(hereinafter "Assignor") in consideration of the sum of ONE

AND NO/100 DOLLAR (\$1.00) paid by


PNC MORTGAGE CORP. OF AMERICA

(hereinafter "Assignee") to the Assignor and for other good and valuable consideration the receipt of which is hereby acknowledged by Assignor, and intending to be legally bound, Assignor hereby assigns, conveys, sets over, and transfers to the Assignee, and Assignee's successors, heirs, or assigns, as the case may be, all of Assignor's rights, title and interest in and to the above referenced mortgage (the "Mortgage") together with all of Assignor's rights, remedies, incidents and appurtenances as stated in the Mortgage and all the right, title, and interest of Assignor in the premises described in the Mortgage; and Assignor specifically assigns by this Assignment the debt instrument or instruments as the case may be, intended to be secured by the Mortgage and the warrant of attorney, if any, to confess judgment contained in such debt instruments or the Mortgage. The Assignor hereby directs the recorder of the above referenced County to note upon the margin of the record of the Mortgage, this Assignment thereof.

Executed this 17TH day of SEPTEMBER, 1997.

ATTEST:

TOWNE & COUNTRY MORTGAGE CORP.


Secretary SANDRA D. MORROW
Corporate Seal


President G. A. MORRIS

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ELK

On this, the 17TH day of SEPTEMBER, 1997, before me the undersigned officer, personally appeared J. A. Morris, who acknowledged himself to be the President of Towne & County Mortgage Corp., a Pennsylvania Corporation and that he as such President, being authorized to do so, executed the foregoing Assignment of Mortgage for the purposes herein contained by signing the name of the corporation by himself as President.

Witness Whereof, I hereunto set my hand and official seal.



Elizabeth S. Pavlock
Notary Public

Notarial Seal
Elizabeth S. Pavlock, Notary Public
Johnstown Boro, Elk County
My Commission Expires Dec. 18, 2000
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, the undersigned, do certify that the Assignee's precise residence is 1375 EAST WOODFIELD ROAD, SCHAUMBURG, IL 60173.

Witness my hand this 17TH day of SEPTEMBER, 1997.

Antoinette [Signature]

9-23-97
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:08 PM
BY *[Signature]*
FEE \$ 13.50

Karen L. Starck, Recorder

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____)

RECORDED on this _____ day of _____ A.D.
19_____, in the Recorder's Office of the said County, in
Mortgage Book Vol. _____, page _____.

Given under my hand and the seal of the said office the day
and year aforesaid.

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

Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Entered of Record 9-23 1997 : 3:08 PM Karen L. Starck, Recorder

EXHIBIT A2

Recording Requested/Return To/
Prepared by:
Luanne C. Clark
PNC Mortgage Corp. of America
75 N. Fairway Drive
Vernon Hills, IL 60061

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Pool # 8007124
PNC # 022458500
INV # 5318236

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of mortgage (herein "Assignor"), whose address is 75 N. Fairway Drive, Vernon Hills, IL 60061 does hereby grant, sell, assign, transfer and convey, unto, NORWEST MORTGAGE INC. A CALIFORNIA CORPORATION (herein "Assignee"), whose address is 800 MARQUETTE AVE. SOUTH, MINNEAPOLIS, MN. 55402 a certain Mortgage dated September 17, 1997, made and executed by GILBERT JR, DANNY N, GILBERT, CYNTHIA D, in favor of TOWNE & COUNTRY MORTGAGE CORP. upon the following described property situated in CLEARFIELD County, State of PA RD1, BOX 34B, ROCKTON, PA 15856.

such Mortgage having been given to secure payment of \$74,949.00 which Mortgage is dated September 17, 1997 and recorded on September 23, 1997, in Book, Volume, or Liber No. 1874, Page 295 of the Land Records of CLEARFIELD County, State of PA, together with the notes(s) and the obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on January 12, 1998.



State of Illinois
County of Lake

PNC MORTGAGE CORP. OF AMERICA

Debora S. Chudd
DEBORA S. CHUDD
Assistant Secretary

On January 12, 1998, before me, the undersigned notary public in and for this state and county, personally appeared DEBORA S. CHUDD whose address is 75 N. Fairway Drive, Vernon Hills, IL 60061 is acknowledged to be the Assistant Secretary, of PNC MORTGAGE CORP. OF AMERICA, an Ohio Corporation, and stated that as such officer being authorized to do, and executed the foregoing instrument for the purpose therein contained, for and on behalf of the corporation.

In witness whereof, I have set my hand and official seal.



Luanne C. Clark
Luanne C. Clark
Notary Public in and for the state of
Illinois, residing at Park City
Expiration Date 3/19/2000

The precise address of the assignee is 800 MARQUETTE AVE. SOUTH, MINNEAPOLIS, MN. 55402

ADDENDUM ATTACHED TO AND SHALL BE PART OF THAT CERTAIN MORTGAGE FROM ~~WILLIAM W. STERNBERG JR.~~ AND CYNTHIA D. GILBERT, HUSBAND AND WIFE TO TOWNS & COUNTRY MORTGAGE CORP., DATED SEPTEMBER 17, 1997 AND COVERING PROPERTY KNOWN AS RD#1, BOX 24B, ROCKTON, PA 16854.

ALL that certain place or parcel of surface only, situate in the Township of Union, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the centerline of Township Road 360, said place of beginning being the southeastern corner of Patrick H. Mowrey and Kim Mowrey Hobbs's Home Camp "Mountain View" Subdivision Parcel #4; said place of beginning also being the northeastern corner of Parcel #5, the premises described herein; thence South 33 degrees 05 minutes West along the centerline of Township Road 360 a distance of 240.0 feet to a point on said road centerline; thence North 56 degrees 55 minutes West through lands of Patrick H. Mowrey et al, a distance of 360.00 feet to an iron pin; thence North 33 degrees 05 minutes East along the eastern boundary line of home Camp "Mountain View" Subdivision Parcel "A", a distance of 240.00 feet to an iron pin; thence South 56 degrees 55 minutes East, along the southern boundary line of Home Camp "Mountain View" Subdivision Parcel #4, a distance of 360.00 feet to a point on the centerline of Township Road 360, the place of beginning.

CONTAINING approximately 1.98 acre, more or less.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:36pm 3-2-98
BY PNC Mortgage
FEE 14.00
Karen L. Starck, Recorder

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

Entered of Record 3-2-1998 : 2:36pm Karen L. Starck, Recorder

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EXHIBIT B

MAY 07 2004

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQ., Id. No. 12248

LAWRENCE T. PHELAN, ESQ., Id. No. 32222

FRANCIS S. HALLINAN, ESQ., Id. No. 62695

ONE PENN CENTER PLAZA, SUITE 1400

PHILADELPHIA, PA 19103

(215) 563-7000

William A. Shaw
William A. Shaw Prothonotary
Prothonotary

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC. F/K/A

NORWEST MORTGAGE, INC.

3476 STATEVIEW BOULEVARD

FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2004-00633-CD

CLEARFIELD COUNTY

DANNY N. GILBERT, JR.

CYNTHIA D. GILBERT

RD 1 BOX 34B

ROCKTON, PA 15865

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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.

Lawyer Referral Service:

Pennsylvania Lawyer Referral Service

Pennsylvania Bar Association

100 South Street

PO Box 186

Harrisburg, PA 17108

800-692-7375

Notice to Defend:

David S. Meholic, Court Administrator

Clearfield County Courthouse

2nd and Market Streets

Clearfield, PA 16830

814-765-2641 x 5982

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

We hereby certify that
this is a true and correct
copy of the original
filed in the office of
the Prothonotary
of Clearfield County, PA
FEDERMAN AND PHELAN

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC. F/K/A
NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO.

v.

CLEARFIELD COUNTY

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

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.

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Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 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

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST
MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

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

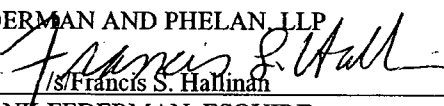
3. On 09/17/1997 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1874, Page 295. By Assignment of Mortgage recorded 03/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1912, Page 23.
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 12/01/2003 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	\$79,058.34
Interest	3,130.38
11/01/2003 through 05/05/2004 (Per Diem \$16.74)	
Attorney's Fees	1,250.00
Cumulative Late Charges	142.20
09/17/1997 to 05/05/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 84,130.92
Escrow	
Credit	- 319.95
Deficit	0.00
Subtotal	<u>\$- 319.95</u>
TOTAL	\$ 83,810.97

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 83,810.97, together with interest from 05/05/2004 at the rate of \$16.74 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

LEGAL DESCRIPTION

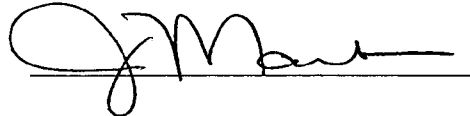
All that certain lot or piece of ground with the buildings and improvements thereon erected, being known as RD 1 BOX 34B, ROCKTON, PA 15865, and being further described on that certain Deed 09/15/1997 and recorded 09/23/1997 in the Office of the Recorder of Deeds in CLEARFIELD County in Deed Book No., 1874 Page 291.

Parcel No. E06-000-00273

Being Known As: RD 1 BOX 34B

VERIFICATION

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

A handwritten signature in black ink, appearing to read 'J Martin', written over a horizontal line.

Jolyn Martin, Vice

President Loan Documentation

DATE: _____

4/30/04

EXHIBIT C

VS.

04-633-CD

GILBERT, DANNY N. JR. & CYNTHIA D.

COMPLAINT IN MORTGAGE FORECLOSURE

COPY

SHERIFF RETURNS

NOW MAY 12, 2004 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA D. GILBERT, DEFENDANT AT MEETING PLACE, OVER THE MOUNTAIN RESTAURANT, S.R. 322, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA GILBERT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

NOW JUNE 23, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DANNY N. GILBERT JR., DEFENDANT. SEVERAL ATTEMPTS NOT HOME.

Return Costs

Cost	Description
42.50	SHERIFF HAWKINS PAID BY: ATTY CK# 351304
20.00	SURCHARGE PAID BY: ATTY CK# 351305

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,

Chester A. Hawkins
Sheriff

Mar. 2 '06 13:24

P. 2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100039
NO: 04-633-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO HOME MORTGAGE, INC.
vs
DEFENDANT: DANNY N. GILBERT, JR. et al

SHERIFF RETURN

NOW, December 13, 2004 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANNY N. GILBERT DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., STE. 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANNY N. GILBERT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. 163 Hemlock Road, DuBois, Pa. is correct address.

SERVED BY: COUDRIET / DEHAVEN

FILED No
CC
JAN 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT D

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

FILE COPY

TO: DANNY N. GILBERT
163 HEMLOCK ROAD
DU BOIS, PA 15801

DATE OF NOTICE: JANUARY 19, 2005

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 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
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NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

FILE COPY

TO: CYNTHIA D. GILBERT
163 HEMLOCK ROAD
DU BOIS, PA 15801

DATE OF NOTICE: JANUARY 19, 2005

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Attorneys for Plaintiff

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WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

TO: DANNY N. GILBERT
1608 S. CONTINENTAL DRIVE
ROCKTON, PA 15856

FILE COPY

DATE OF NOTICE: JANUARY 19, 2005

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CLEARFIELD COUNTY
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ADMINISTRATOR
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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

TO: CYNTHIA D. GILBERT
1608 S. CONTINENTAL DRIVE
ROCKTON, PA 15856

FILE COPY

DATE OF NOTICE: JANUARY 19, 2005

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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
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Daniel G. Schmieg, Esq., Id. No. 62205
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ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

FILE COPY

TO: DANNY N. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

DATE OF NOTICE: JANUARY 19, 2005

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HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
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ATTORNEY FOR PLAINTIFF

WELLS FARGO HOME MORTGAGE, INC F/K/A : COURT OF COMMON PLEAS
NORWEST MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DANNY N. GILBERT
CYNTHIA D. GILBERT

: NO. 2004-00633-CD

Defendants

TO: CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

FILE COPY

DATE OF NOTICE: JANUARY 19, 2005

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P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

EXHIBIT E

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

No.: 2004-00633-CD

vs.

DANNY N. GILBERT, JR.
CYNTHIA D. GILBERT
RD 1 BOX 34B
ROCKTON, PA 15865

ATTORNEY FILE COPY
PLEASE RETURN

**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 DANNY N. GILBERT, JR. and CYNTHIA D. GILBERT, 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	\$83,810.97
Interest (5/6/04 to 2/4/05)	<u>4,603.50</u>
TOTAL	\$88,414.47

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.

ATTORNEY FILE COPY
PLEASE RETURN

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: FEB 10, 2005

[Signature]
PRO PROTHY

ATTORNEY FILE COPY
PLEASE RETURN

ATTORNEY FILE COPY
PLEASE RETURN

EXHIBIT F

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 38515

***RETURN DOCUMENT TO:**
CLEARFIELD CO SHERIFF

Instrument Number - 200511145

Recorded On 7/22/2005 At 11:41:29 AM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 133015

* Grantor - CLEARFIELD CO SHERIFF

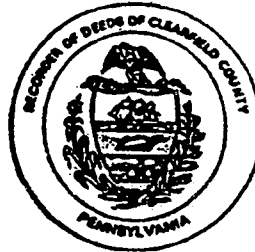
* Grantee - WELLS FARGO HOME MORTGAGE INC

* Customer - CLEARFIELD CO SHERIFF

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$29.00

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$40,000.00 plus costs, to me in hand, do hereby grant and convey to WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., the following described property, to wit:

ALL THAT CERTAIN piece or parcel of surface only, situate in the Township of Union, County Clearfield, Commonwealth of Pennsylvania bounded and described as follows,

BEGINNING at a point on the centerline of Township Road 360, said place of beginning being the Southeastern corner of Patrick H. Mowery and Kim Mowery Hobba's Home Camp "Mountain View" Subdivision Parcel #4; said place of beginning also being the Northeastern corner of Parcel #5, the premises described herein; thence South 33 degrees 05 minutes West along the centerline of Township Road 360 a distance of 240.0 feet to a point on said road centerline; thence North 56 degrees 55 minutes West through lands of Patrick H. Mowery et al, a distance of 360.00 feet to an iron pin, thence North 33 degrees 05 minutes East along the Eastern boundary line of Home Camp "Mountain View" Subdivision Parcel "A", a distance of 240.00 feet to an iron pin; thence South 56 degree-, 55 minutes East, along the Southern boundary line of Home Camp "Mountain View" Subdivision Parcel #4 a distance of 360.00 feet to a point on the centerline of Township Road 360, the place of beginning.

CONTAINING approximately 1.98 acre, more or less.

BEING known as Patrick H. Mowrey's and Kim Mowrey Hobba's Home Camp "Mountain View" Subdivision, Parcels #5 and #6.

EXCEPTING AND RESERVING, from the operation of this Indenture all of the coal of whatever kind, lying or being in, under or upon the above described tract of land, together with the right of ingress, egress and regress.

ALSO EXCEPTING AND RESERVING from the operation of this Indenture and out of the above described tract of land, all the petroleum oil, natural gas and all other minerals of any kind or nature, lying or being in and under the same, together with the rights of ingress, egress and regress for the purpose of drilling and operating for said oil, gas and all other minerals and of removing, and transporting the same from the said premises.

AND ALSO EXCEPTING AND RESERVING a 30 foot wide easement along all lot lines of the perimeter of the above described tract of land, together with the right of ingress, egress and regress to accommodate present and future utilities, including but not limited to: Community electric, telephone, cable television, water, sewer, natural gas, etc.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Danny N. Gilbert, Jr. And Cynthia D. Gilbert, His wife by Deed from Michael Michael A. Read and Robin K. Read, His Wife dated 9/15/1997 and recorded 9/23/1997 in Volume 1874 Page 291.

SEIZED, taken in execution and sold as the property of DANNY N. GILBERT, JR. AND CYNTHIA D. GILBERT, at the suit of WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. JUDGMENT NO. 04-733-CD

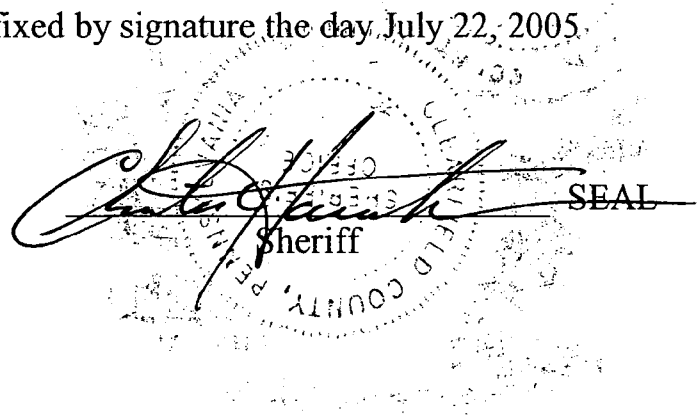
Now, July 22, 2005 the same having been sold by me to the said grantee on June 03, 2005 after due advertisement according to law, under and by virtue of writ of execution issued on February 10, 2005 out of the Court of Common Pleas of said County of Clearfield as of case number 04-633-CD at the suit of

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

against

DANNY N. GILBERT, JR. AND CYNTHIA D. GILBERT

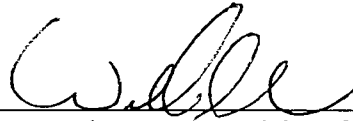
IN WITNESS WHEREOF, I have hereunto affixed by signature the day July 22, 2005.

A handwritten signature in cursive is written over a circular official seal. The seal contains the text "CLEARFIELD COUNTY, PENNSYLVANIA" around the perimeter and "Sheriff" in the center. To the right of the seal, the word "SEAL" is printed. The signature appears to be "Charles H. ...".

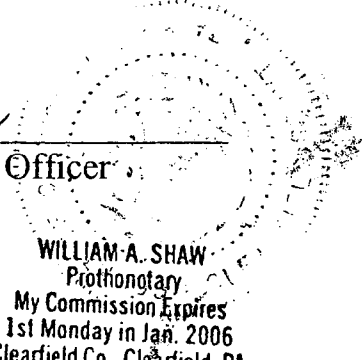
State of Pennsylvania
County of Clearfield

On July 22, 2005 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity thereinstated and for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



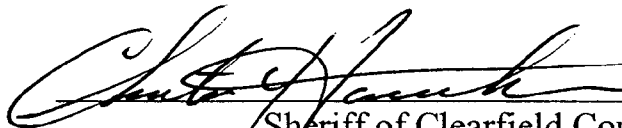
Prothonotary, Title of Officer



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

CERTIFICATE OF RESIDENCE

"I hereby Certify that the percise Residence of the Grantee or Grantees is,



Sheriff of Clearfield County

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Deed - Poll.

No.

C h e s t e r A. H a w k i n s
High Sheriff of Clearfield County
TO

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

S H E R I F F D E E D

Dated July 22, 2005

For \$40,000.00 + COSTS

Sold as the property of

DANNY N. GILBERT, JR. AND CYNTHIA D. GILBERT

Sold on 04-633-CD

EXHIBIT G

01/24/06 4:57:17 PM

RESIDENTIAL PROPERTY RECORD CARD

CLEARFIELD COUNTY, PA

EFFECTIVE DATE OF VALUE: 4/01/2000

1608 S CONTINENTAL DR Control #: 129096356 Map #: 1290E0600000273

ZONING:

CLASS: R

STATE CLASS:

CARD #: 1 OF 1

CURRENT OWNER/ADDRESS

WELLS FARGO HOME
MORTGAGE, INC.
3476 STATEVIEW BLVD
FORT MILL

LAND DATA:

TYPE	SIZE
Homesite	1.000
Pasture	0.980
	0.000
	0.000
	0.000

NBND ID: 5.00 LIVING UNITS: 1 ROUTING #:

ASSESSMENT INFORMATION -

DEED BOOK: 2005

DEED PAGE: 11145
DEED DATE: 20050722

TOTAL ACRES:

1.980

TOTAL LAND VALUE:

7,500

PRIOR	CURRENT
7,500	7,500
36,700	59,500
44,200	67,000
0	16,750

DATA COLLECTION INFORMATION -
19870403 041
19941027 KRO
20030918 DH

SALES DATA:

Date	Type	Price	Valid Date	#	Amount	Purpose
20050722	LAND + BLDG	40,000	F	0	0	
19970901	LAND + BLDG	75,000	A	0	0	
19921201	LAND ONLY	11,900	E	0	0	

PERMIT DATA:

DMELLING DATA:

Style: CONVENTIONAL Color: NATURAL
Walls: FRAME/EQUAL Story Ht. 1.0

Total Rooms: 7 Bedrooms: 3
Basement: FULL
Attic: NONE
Full Baths: 2
Half Baths: 1
Heating: BASIC
Heating System: WARM AIR
Type: OIL
Fin. Bsmt. Living Area: 0 X 0
Basement Rec Room Area: 0 X 0
WB / Metal Fireplaces: 0
Basement Garage (# Cars): 0
Ground Flr Area: 1652
Total Living Area: 1652
Quality Grade: C CDU: AV

COST APPROACH COMPUTATIONS

Base Price 55,060
Plumbing 2000
Additions 300
Unfin. Area 0
Basement 0
Attic 0

Heat/AC Adj. 0
FLA 0
Rec Rm 0
Fireplace 0
Bsmt. Gar. 0
SUBTOTAL 57,360
Grade Factor 1.00
C & D factor 0
TOTAL RCN \$57,360
% Good 0.90
Market Adj. 0
TOTAL RCNLD \$51,600

OUTBUILDING DATA

Type	Qty	Yr	Size1	Size2	Grd	Cond	Value
AP1	1	2000	28	32	C	A	\$5,120
AP1	1	2000	16	28	C	A	\$2,770
	0	0	0	0	0	0	\$0
	0	0	0	0	0	0	\$0
	0	0	0	0	0	0	\$0
	0	0	0	0	0	0	\$0
	0	0	0	0	0	0	\$0
	0	0	0	0	0	0	\$0
	0	0	0	0	0	0	\$0
	0	0	0	0	0	0	\$0

NOTES:

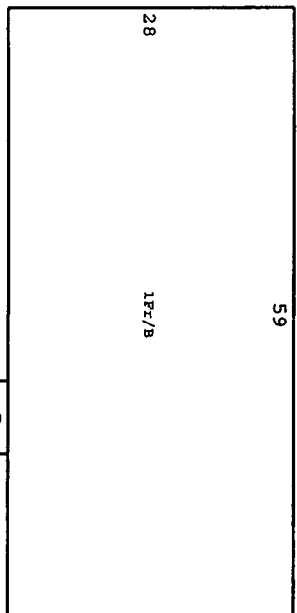
D TRAILER, BLDG. & 1.98 A

Misc OBJ Desc:
Total OBJ Value = 7900

VALUE FLAG: 5

ADDITION DATA:

Lower Level	First Floor	Second Floor	Third Floor	Area	Value
Wood Deck				56	300
				0	000
				0	000
				0	000
				0	000
				0	000
				0	000
				0	000



7
WD 8

EXHIBIT H

UNION RESIDENTIAL APPRAISAL EPL

HUD442:190543-8
File No. 97080521

Property Description
 Property Address: RD # 1 Box 34 B City: Rockton State: Pa. Zip: 15856
 Legal Description: Deed 1511 Page 450 \$11,900 12/22/92 Union Township County: Clearfield
 Assessor's Parcel No.: 129-E06-273 Tax Year: 1996 AE Taxes: \$1,160.04 Special Assessments: None
 Owner: Danny N. Gilbert Current Owner: Michael A. Read et ux. Occupant: ☒ Owner ☐ Tenant ☐ Vacant
 Property status: ☒ Single ☐ Leasehold ☐ PUD ☐ Condominium (HUD/VA only) HOA: N/A
 Neighborhood or Project Name: Village of Rockton/Union Twp. Max. Refinance: 129-E06-273 Census Tract: 3305-UNION
 Sale Price: \$75,000 Date of Sale: Pending Description and terms of any charges/concessions to be paid by either P/A:
 Lender/Client: Town & Country Mortgage Address: Ste 8 190 Robbins Station Rd N. Huntingdon Pa. 15642
 Appraiser: Thomas J. Burleigh CA-000842-L Address: P.O. Box 407 Punxsutawney, Pa. 15767

Location
 Location: ☐ Urban ☒ Suburban ☐ Rural
 Built up: ☐ Over 75% ☒ 25-75% ☐ Under 25%
 Growth rate: ☐ Rapid ☒ Stable ☐ Slow
 Property values: ☐ Increasing ☒ Stable ☐ Declining
 Demand/supply: ☐ Shortage ☒ Balance ☐ Over supply
 Marketing time: ☐ Under 3 mos. ☒ 3-6 mos. ☐ Over 6 mos.

Prevalent occupancy
☒ Owner ☐ Tenant ☐ Vacant (0-30) ☐ Vacant (over 30)
 Single family housing: PRICE (\$/sq ft) 20 Low 150 High 120
 AGE (yr) 20 150 120
 Present land use %
 One family: ☒ 25 ☐ Not likely ☐ In process
 2-4 family: ☐ 0
 Multi-family: ☐ 0
 Commercial: ☐ 10
 Vacant: ☐ 50 ☐ 30 ☐ 65

Notes: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: It is not typical to have public transportation. The micro neighborhood is 2-3 mile radius, the macro neighborhood is the entire Union Township.
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
There is no apparent adverse factors which would affect the subject's marketability. The neighborhood is located within close proximity to employment and shopping opportunities. Market appeal of the immediate neighborhood is rated as average. The subject is located near the Village of Rockton and is 5 miles from DuBois Industrial Park for major employers, shopping and from the Branch Campus of Penn State. The property is located 9 miles from Clearfield.
 Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on comparable properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
Financing is readily available at rates purchasers consider attractive. Typical marketing time is 120-180 days is common, with a faster demand due to the summer selling season. Interest rates range from 6.5% to 11.5%. Sellers are not required to offer sales or financing concessions.

Project Information for FUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ YES ☒ NO
 Approximate total number of units in the subject project: n/a Approximate total number of units for sale in the subject project: n/a
 Describe common elements and recreational facilities: n/a

Dimensions 1.98 acres n/l
 Site area: 1.98 acres n/l Corner Lot: ☐ Yes ☒ No
 Specific zoning classification and description: no zoning regulations
 Zoning compliance: ☐ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☒ No zoning
 Highest & best use as improved: ☒ Present use ☐ Other use (specify):
 Utilities: Public ☒ Other ☐
 Electricity: ☒ 100 amp/20cb ☐ Street ☐ Off-site improvements: Type gravel Public Private
 Gas: ☐ oil ☐ Curbs/gutter: none
 Water: ☐ well ☐ Sidewalk: none
 Sanitary sewer: ☐ sand mound ☐ Street lights: none
 Storm sewer: ☐ Alley: none

Topography at street grade
 Size: typical for area
 Shape: rectangular
 Drainage: appears adequate
 View: suburban-residential
 Landscaping: typical-average
 Driveway Surface: gravel-limestone
 Apparent easements: typical utilities
 FEMA Special Flood Hazard Area: ☐ Yes ☒ No
 FEMA Zone: X Map Date: 09/01/87
 FEMA Map No.: 421531

Comments (apparent adverse easements, encroachments, special easements, slide areas, illegal or legal nonconforming zoning, use, etc.): There were no apparent adverse easements, encroachments, etc. noted.

GENERAL DESCRIPTION
 No. of Units: 1
 No. of Stories: 1
 Type (Det./Att.): detached
 Design (Style): colonial
 Existing/Proposed: existing
 Age (Yrs.): 2
 Effective Age (Yrs.): 2

EXTERIOR DESCRIPTION
 Foundation: conc. blk.
 Exterior Walls: vinyl
 Roof Surface: asph. shgl
 Gutters & Downsp.: aluminum
 Window Type: thermopane
 Storm/Screen: no/yes
 Manufactured Home: yes

FOUNDATION
 Slab: 0%
 Craw Space: 0%
 Basement: full 100%
 Sump Pump: none
 Dampness: none noted
 Settlement: none noted
 Infestation: none noted

BASEMENT
 Area Sq. Ft.: 1904
 % Finished: 0
 Ceiling: unfinsh
 Walls: unfinsh
 Floor: concrete
 Outside Entry: yes (1)
 Bilco door: yes

INSULATION
 Roof: encl.
 Ceiling: encl.
 Walls: encl.
 Floor: encl.
 Unknown: none
 t-pane wind.

Rooms
 Level 1: 1 Living 1 Dining 1 Kitchen 1 Bath 1 Bedroom 1 Rec. Rm. 1 Attic 1 Basement 1 Laundry 1 Other 1 Area Sq. Ft. 1,904
 Level 2: 1 Living 1 Dining 1 Kitchen 1 Bath 1 Bedroom 1 Rec. Rm. 1 Attic 1 Basement 1 Laundry 1 Other 1 Area Sq. Ft. 1,904

Finished area above grade contains: 7 Rooms: 3 Bedrooms: 2 Baths: 1,904 Square Feet of Gross Living Area

INTERIOR
 Materials/Condition: carpet, vinyl, E
 Floors: paneling
 Walls: natural wood: E
 Bath Floor: vinyl
 Bath Wall/ceiling: fiberglass
 Doors: hollowcore
 Wood kitchen cabinets: E

HEATING
 Type: fa
 Fuel: oil
 Condition: excl.
 COOLING: central none
 Other: none

KITCHEN EQUIP.
 Refrigerator: P
 Range/Oven: P
 Dishwasher: X
 Fan/Hood: X
 Microwave: X
 Washer/Dryer: Finished

ATTIC
 None: X
 Stairs: Drop Stair
 Scuttle: Scuttle
 Floor: Finished
 Heated: Finished

AMENITIES
 Fireplace(s): 0
 Patio: 0
 Deck: 0
 Porch: 0
 Fence: 0
 Pool: 0
 Hydrant: (N)

CAR STORAGE:
 None: X
 Garage: 0
 Attached: 0
 Detached: 0
 Built-in: 0
 Carpet: 0
 Driveway: 6 car

Additional features (special energy efficient items, etc.): There is a cathedral ceiling throughout with skylights in the main bath and a whirlpool tub. There is a large oak kitchen with a formal dining room.
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The home is in very good condition with average quality. There is no functional depreciation. External depreciation is based on the economic conditions in the local area. Physical depreciation is based on the age-life method.
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: There were no apparent adverse environmental conditions that would negatively impact the value of the property.

PAGE 1 OF 2

UNIFORM RESIDENTIAL APPRAISAL REPORT

HUD442:190543-A
FR No. 97080521

Valuation Section

ESTIMATED SITE VALUE, 1.98 acres, +/- \$ 12,000

ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:

Dwelling 1,904 Sq. Ft. @ \$ 32.44 = 61,766

Bsmt. 1904 Sq. Ft. @ \$ 8.40 = 15,994

Porch, misc. = 1,000

Garage/Carport 0 Sq. Ft. @ \$ 0.00 = 0

Total Estimated Cost New = 78,760

Less: Physical Functional External

Depreciation 3,150 \$0 15,752 = 18,902

Depreciated Value of Improvements = 59,858

"As-Is" Value of Site Improvements = 9,000

INDICATED VALUE BY COST APPROACH = 80,900

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): **Cost Data source: Marshall & Swift. See the attached sketch of the improvements. There is no functional depreciation. External depreciation is due to the static local conditions of the economy. Physical depreciation is based on the age-life method. Remaining economic life 60 years. Remaining Physical life 65 years.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	RD# 1 Box 34 B Spring Street Rockton Clearfield	RD# 4 DuBois	RD# 3 Reynoldsville	
Proximity to Subject	9 miles	9 miles	14 miles	
Sales Price	\$ 75,000	\$ 70,800	\$ 63,000	\$ 82,000
Price/Gross Liv. Area	\$ 39.39/sq	\$ 35.54/sq	\$ 52.50/sq	\$ 44.42/sq
Date and/or Verification Source	Inspection Appraisal Courthouse	Appraiser's files Courthouse records	Appraisal Courthouse record	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	conv	conv	conv	conv
Concessions	none	none	none	none
Date of Sale/Time	10/96/CL	11/96/CL	04/02/96/CL	
Location	suburb/avg	suburb/avg	suburb/avg	suburb/avg
Less/Less Than	fee simple	fee simple	fee simple	fee simple
Adj.	1.98 ac/avg	0.83 ac/avg	0.40 ac/avg	22 ac/a-f
View	suburb-resid	suburb-resid	suburb-resid	suburb-resid
Design and Appeal	dbwide/a-g	dbwide/a-g	1 sty/avg	dbwide/a-g
Quality of Construction	average	average	average	average
Age	3a/2e	4a/2e	36a/10a	4a/2e
Condition	very good	very good	good	very good
Above Grade	Total: 7, 3	Total: 5, 3	Total: 5, 3	Total: 5, 3
Room Count	7, 3	5, 3	5, 3	5, 3
Gross Living Area	1,904 Sq. Ft.	1,200 Sq. Ft.	1,200 Sq. Ft.	1,846 Sq. Ft.
Basement & Finished	1904 Sq. Ft.	0 Sq. Ft.	1200 Sq. Ft.	0 Sq. Ft.
Rooms Below Grade	1904u/0f	0u/0f	1200u/0f	0u/0f
Functional Utility	average	average	average	average
Heating/Cooling	fa/oil/none	fa/gas/none	fa/oil/none	fa/gas/none
Energy Efficient Home	t-pane wind.	t-pane wind.	t-pane wind.	t-pane wind.
Garage/Carport	none	none	2 det/avg	2 att/avg
Porch, Patio, Deck, Fireplaces, etc.	front stoop	front oop	1g. front oop	side brzyway
Fence, Pool, etc.	rear stoop	rear patio	sm. rear efp	sm rear deck
	no f.p.	no f.p.	no f.p.	no f.p.
	mod kitbth	mod kitbth	mod kitbth	mod kitbth
Net Adj. (Total)	\$ 5,100	\$ 12,500	\$ 7,900	
Adjusted Sales Price of Comparable	\$ 75,900	\$ 75,500	\$ 74,100	
Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): The sales indicate a relatively tight value range. Comparable sale #1 was most like the subject and was given the most weight. The comparable sales used are the best available and are representative of the market. GLA adjustments are made at a price per square foot of \$10 and then rounded. Homes like the subject are common in the area, however they are limited, therefore, the appraiser has used comparable sales whose adjustments exceed guidelines.				
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Date	\$75,000	none	none	none
Source for prior sales	pending	n/a	n/a	n/a
Within year of appraisal	contract	courthouse	courthouse	courthouse
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject's prior sale price was over one year. The subject is listed for sale and has a written sales agreement. Prior sales of the comparable sales were over one year.				
INDICATED VALUE BY SALES COMPARISON APPROACH. The final value is indicated to be \$ 75,000				
INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ 350.00 /Mo. x Gross Rent Multiplier N/A = \$ N/A				
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to the repairs, alterations, inspections or conditions listed below <input type="checkbox"/> subject to completion per plans and specifications.				
Conditions of Appraisal: Homes in this price range and neighborhood are typically purchased for use not income. Therefore, the income approach lacks rationale and has not been utilized.				
Final Reconciliation: The purpose of the appraisal was to estimate the market value of the subject. The final value estimate is based upon the direct sales comparison approach. The Cost Approach is used as a secondary value indicator.				
The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Uniform Appraisal Form 1004B (Revised 6/93).				
(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF August 21, 1997 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 75,000				
APPRAISER:		SUPERVISORY APPRAISER (ONLY IF REQUIRED):		
Signature: <i>Thomas J. Burleigh</i>		Signature: _____		
Name: Thomas J. Burleigh		Name: _____		
Date Report Signed: August 26, 1997		Date Report Signed: _____		
State Certification # CA-000842-L		State Certification # _____		
Or State License # _____		Or State License # _____		

Freddie Mac Form 70 6/93

PAGE 2 OF 2

Burleigh Appraisals

ADDENDUM

BORROWER-CLIENT: Danny N. Gilbert**PROPERTY ADDRESS:** RD# 1 Box 34B Rockton, Pa. 15856**FILE #** #97080521**COMMENTS ON MARKET DATA:**

DISTANCE It is noted that all of the sales are over 1 mile but less than 14 miles from the subject. Due to the small town characteristics of the subject neighborhood and the subject being in a suburban location in Union Township, and the lack of similar two story homes in the immediate neighborhood, the appraiser has expanded the search to include other similar neighborhoods within the subject's market area. The comparables selected are the best available and representative of the Rockton and Union Township market.

CLOSING DATES All comparable sales are settled to the best of the appraiser's knowledge. Verification is with the county court house and/or Realtor, or the grantor/grantee.

TIME All three comparable sales were over six months and less than one year previous to the date of the appraisal. These sales are considered superior to more recent sales which would require less desirable adjustments. It is not uncommon to use sales over 6 months in this market due to the subjects suburban location of the subject and inherent the low turn-over rate associated with a small town area like Rockton area.

SITE/VIEW Adjustment for site/view of the comparables reflects the estimated difference in overall site value between subject and comparables. The subject has a total of 1.98 acres lot m/l. Sale #1, is smaller in land size and was superior in location and inferior in site value. Sale # 2 was a smaller in size, but in a similar location and had a inferior site value. Sale #3 was a larger parcel but had a similar location and a superior site value. See land discussion on the following page for additional discussion on the land size etc.

**EFFECTIVE AGE/
CONDITION** Adjustment for effective age is estimated at \$1,000 per year as derived from market data. The total adjustment is broken down equally in the effective age column and the condition column.

BATHROOMS AND G.L.A Please be advised that in the market approach grid, bathrooms are adjusted for on the first line and gross living area/room count are adjusted together as a single adjustment on the second line. Adjustment for gross living area is \$10.00 per square foot of gross living area.

LINE ADJUSTMENTS It is noted that the line item adjustments for comparable sale #2 exceeded the 10% guidelines.

NET ADJUSTMENTS The net adjustments for comparable sales #2 exceeded the 15% guidelines. The differences in site values, design and appeal, age and condition, bathrooms, gross living areas, garages, and porch differences were the reasons for the overages.

GROSS ADJUSTMENTS The gross adjustments for comparable sales #2 exceeded the 25% guidelines. The adjustments were necessary and appropriately made. Other sales considered would require less desirable adjustments. The sales used in this analysis are the best available and are representative of the Rockton market. The differences in site values, design and appeal, age and condition, bathrooms, gross living areas, garages, and porch differences were the reasons for the overages.

COMMENTS AND CONDITIONS OF APPRAISAL:

FNMA-FHLMC	Every effort has been made to conform to FNMA and FHLMC Guidelines; and, in most cases, an even stricter interpretation found common to most investors in the secondary market. The appraiser has chosen what are believed to be the best comparable sales available. Adjustments in the "Market Data Approach" are based on market extraction, not cost figures. Occasionally it is necessary to use comparable sales that occurred over six months prior to the appraisal date, have individual adjustments exceeding 10% of the comparable's sales price and that are located more than one mile but less than 14 miles from the subject, etc.
FNMA-FHLMC	Since not every subject property can be compared to "ideal" comparable sales, the appraiser has chosen the best sales available at the time of the appraisal from the market search which meet the investor underwriting standards, and also guidelines established by the professional appraisal association of which the appraiser is affiliated.
SINGLE FAMILY PRICE RANGE	Although the subject is above the predominant price range, this does not adversely affect the marketability of the property. Homes like the subject are generally accepted by the market.
URBAN RATING	Although the location is rated as suburban, it is noted that the area is near the Village of Rockton in Union Township. The 1990 census population of 760 (Union Township). Suburban is defined as; pertaining to that area outside the borough limits and not located in the country. There are no municipal services available. Because of the related low real estate turn-over rate, it was necessary for the appraiser to expand the search to similar neighborhoods in the Union Township area. The appraiser has utilized sales that are over 6 months old, and over 1 mile but less than 14 miles from the subject and have adjustments that may exceed guide lines. The sales however are a good representation of the market and are the best available to the appraiser following an extensive search for similar properties.
SINGLE FAMILY HOUSING AGE	The predominant single family housing age is 30. The subject home is below the predominant age for the neighborhood. Although the subject is below the predominant age, this does not adversely affect the marketability of the property. Properties like the subject are generally accepted by the market.
3-6 MONTH MARKETING TIME	Properties like the subject generally sell within 3-6 months if properly exposed to the market. In order to sell properties like the proposed subject, within this 3-6 month time frame, the pricing must be in line with the market value. The estimated market value of the subject assumes a 3-6 month marketing time.
SALES HISTORY	The subject property was not sold within the past 2 years. The property was owned by Michael A. Read.
BASEMENT DAMPNESS	The subject has no basement dampness or water seepage on the dy of the field inspection.
LAND DISCUSSION	The total land size is estimated to be 1.98 acres m/l is comprised of one parcel. The lot which is with the house is legally described in the attached addendum as 1.98 acres m/l.

APPRAISAL ADDENDUM**ENVIRONMENTAL ISSUES - SPECIAL CLAUSES*****ENVIRONMENTAL ISSUES***

In this appraisal, the existence of potentially hazardous materials that may have been used in the construction or maintenance of the building or otherwise may be present, such as urea formaldehyde insulation, radon gas, asbestos, toxic waste or toxic materials were not observed nor do I have any knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to detect such substances and, therefore, recommend an expert from the field to perform such an audit. Value is subject to change depending on the result of any such investigation.

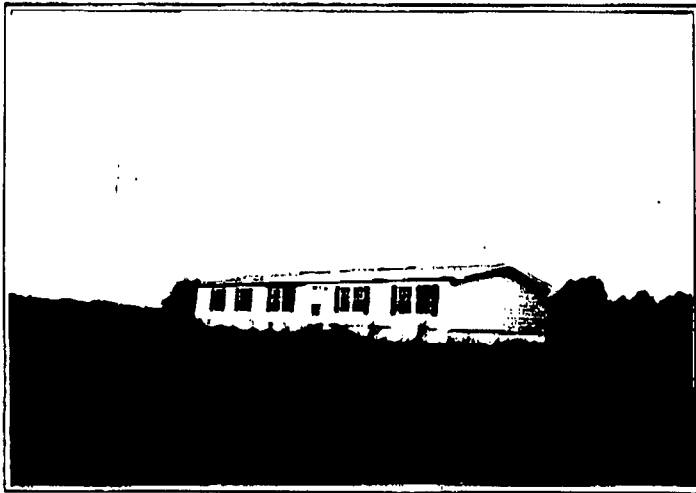
SPECIAL CLAUSES

- 1) SUBSIDENCE in the area is unknown or uncommon, but the Appraiser does not warrant against the condition or occurrence.
- 2) RADON: The Appraiser has no information pertaining to the presence/absence of radon gas or hazardous waste on/near the site.
- 3) ASBESTOS: Unless otherwise state, the appraiser did not detect asbestos or other hazardous material in the property, but he does not warrant against this and assumes no responsibility.

B:\ENVIRON.DOC

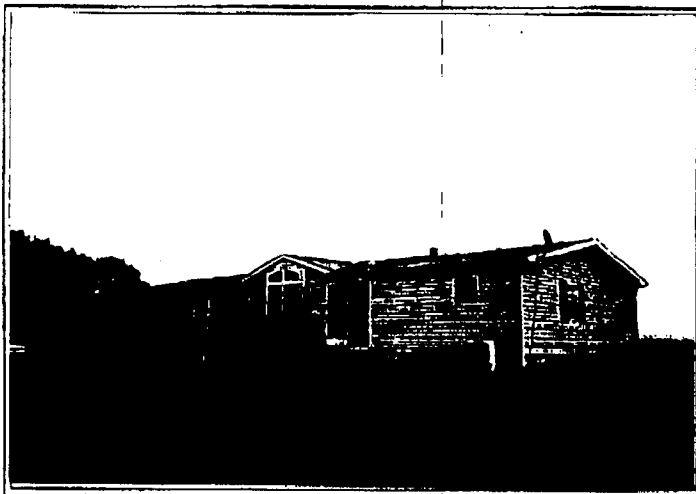
SUBJECT PROPERTY PHOTO ADDENDUM

HUD442:190543-4
File No. 97080521



**FRONT VIEW OF
SUBJECT PROPERTY AT:**

RD# 1 Box 34 B
Rockton, Pa. 15856
Appraised: August 21, 1997
Appraised Value: \$75,000



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

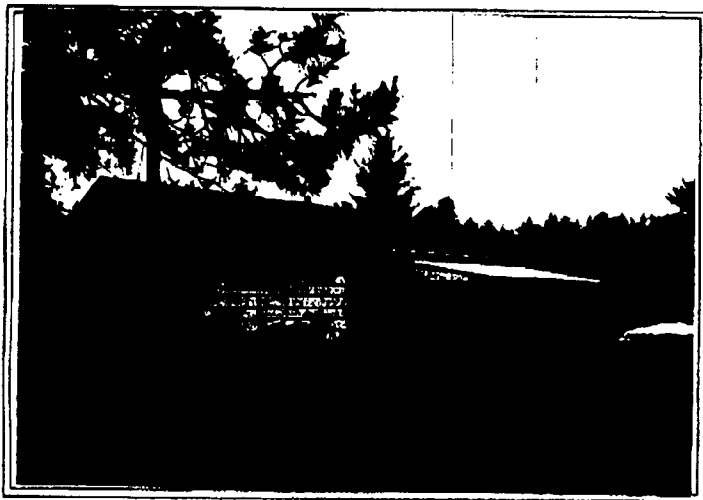
COMPARABLE SALES PHOTO ADDENDUM



HUD442:190543-4
File No. 97080521

COMPARABLE SALE #1

Spring Street
Clearfield
Sale Date: 10/96/CL
Sale Price: \$70,800



COMPARABLE SALE #2

RD# 4
DuBois
Sale Date: 11/96/CL
Sale Price: \$63,000



COMPARABLE SALE #3

RD# 3
Reynoldsville
Sale Date: 04/02/96/CL
Sale Price: \$82,000

COMPARABLE SALES PHOTO ADDENDUM

HUD442:190543-4
File No. 97080521



COMPARABLE SALE #1

Spring Street
Clearfield
Sale Date: 10/96/CL
Sale Price: \$70,800



COMPARABLE SALE #2

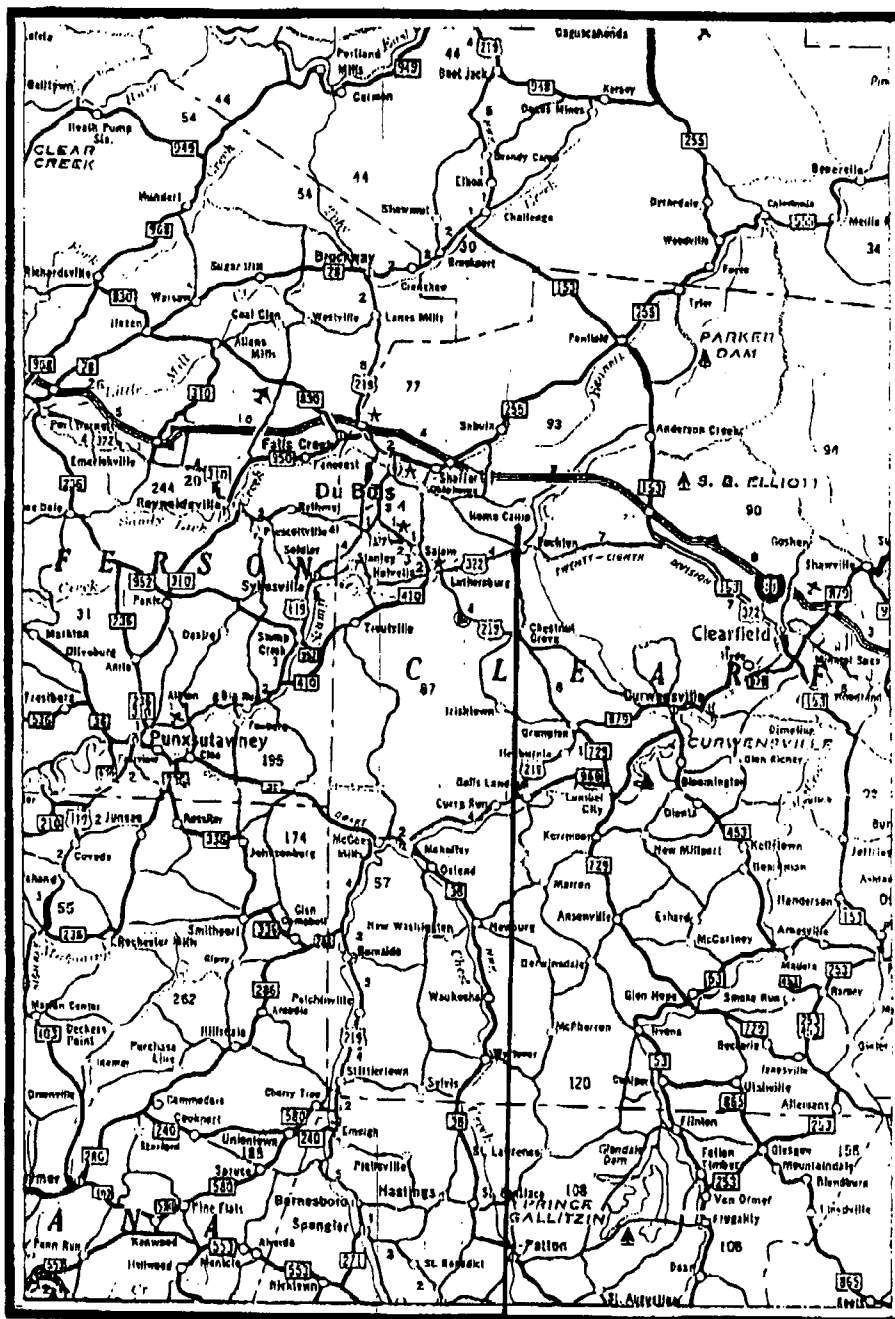
RD# 4
DuBois
Sale Date: 11/96/CL
Sale Price: \$63,000



COMPARABLE SALE #3

RD# 3
Reynoldsville
Sale Date: 04/02/96/CL
Sale Price: \$82,000

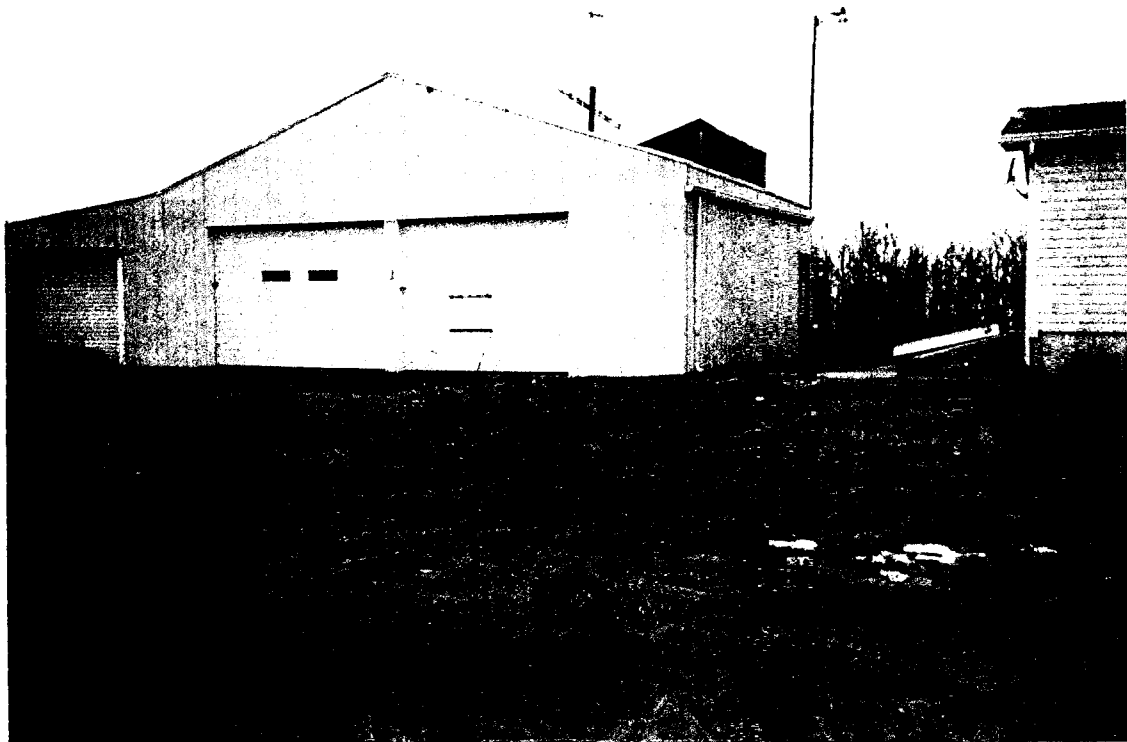
Location Map



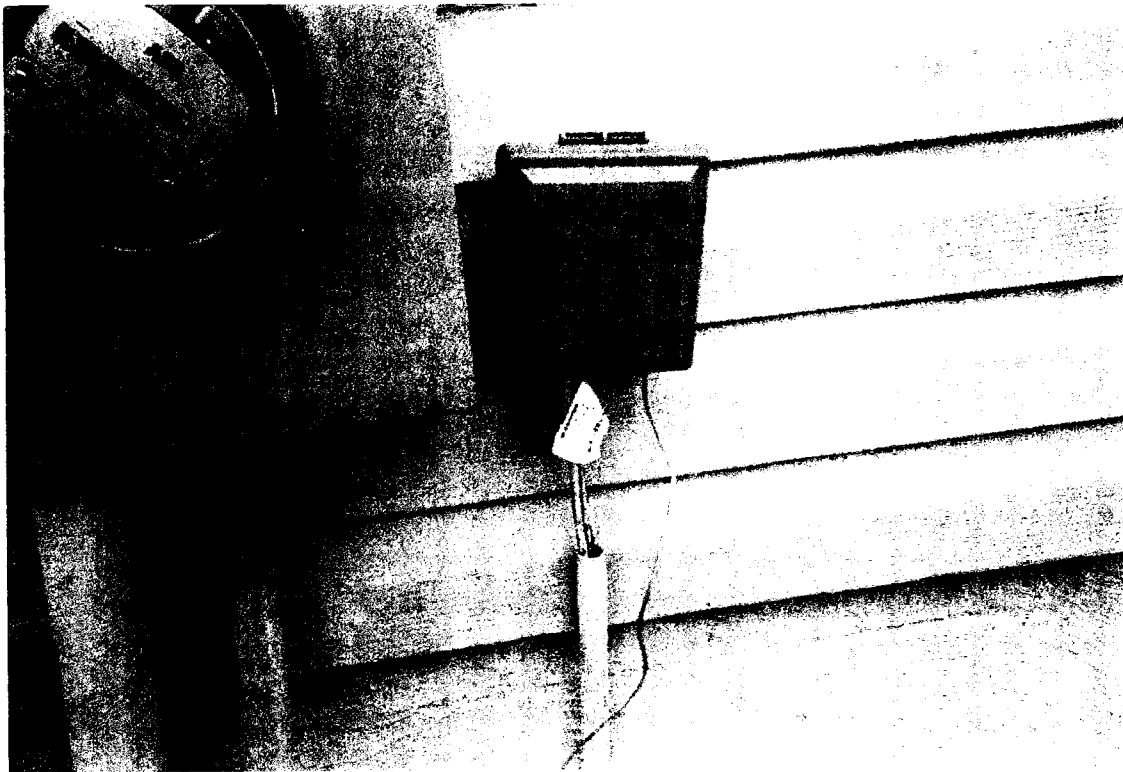
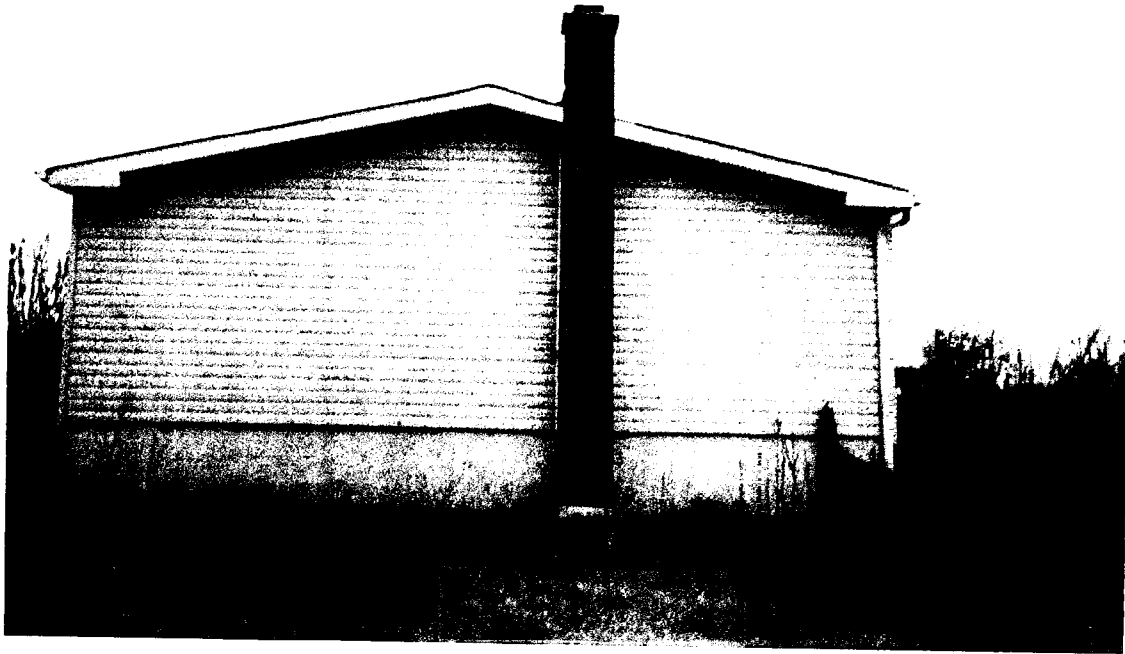
Subject

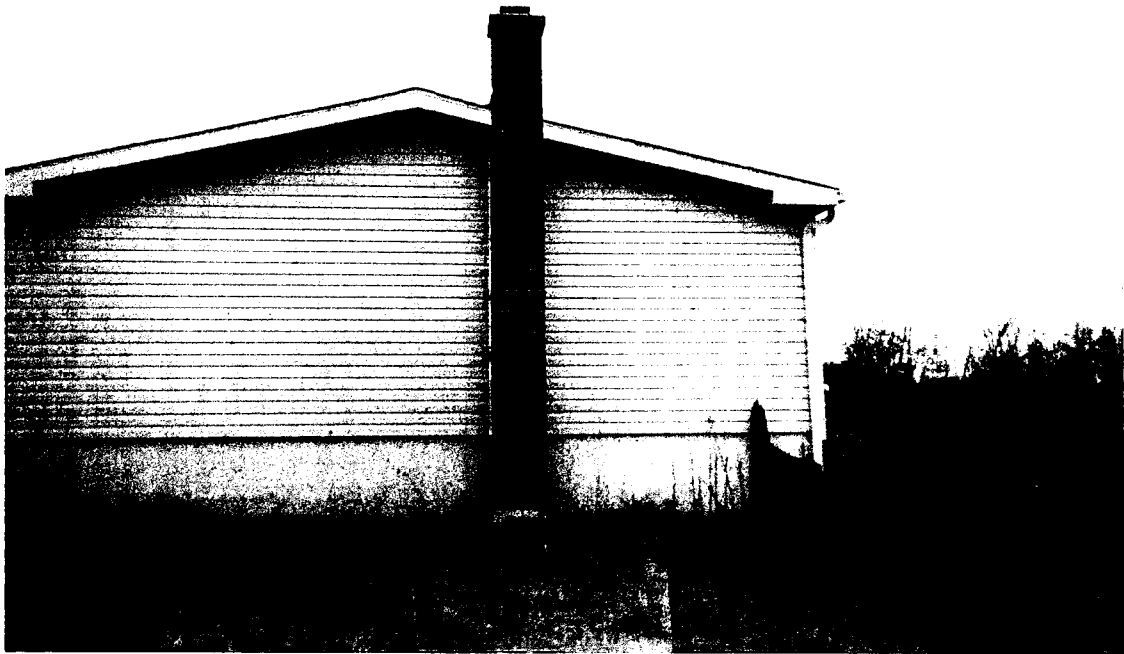
EXHIBIT I



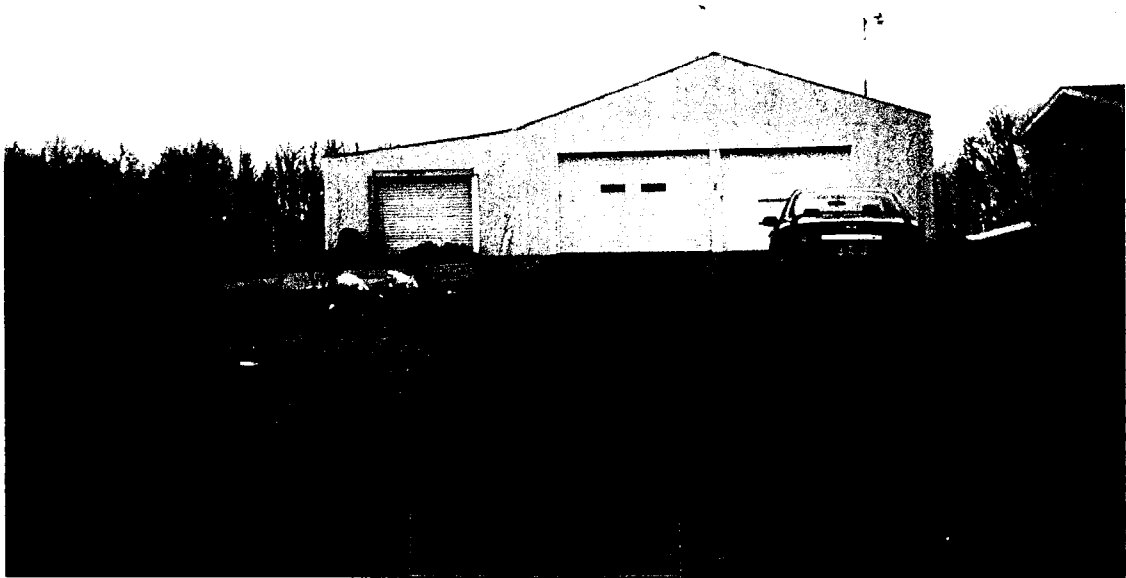












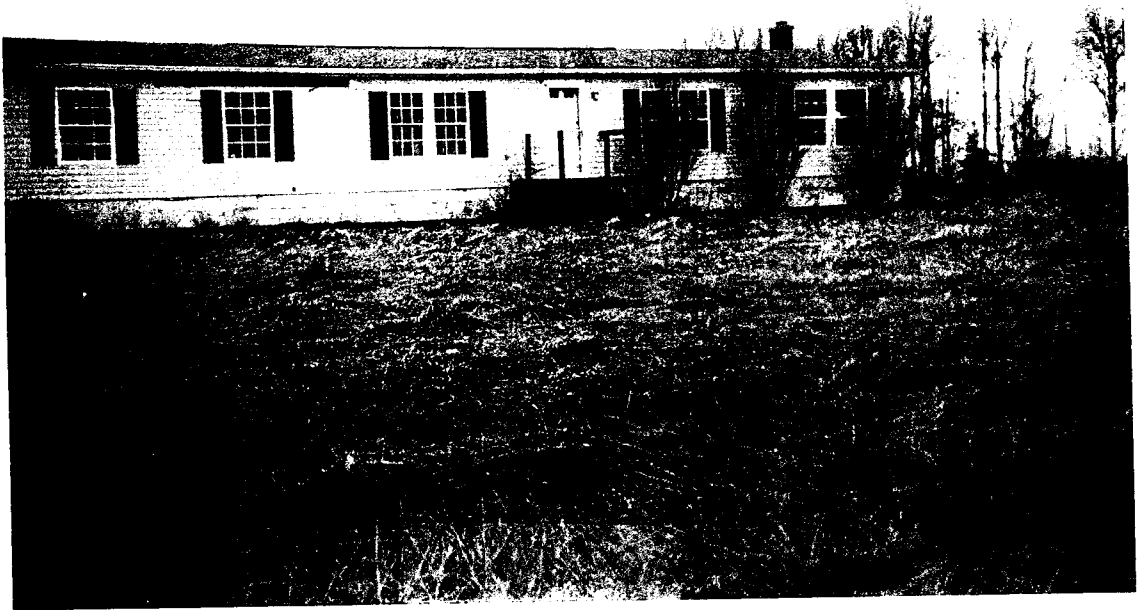




EXHIBIT J

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
2/06/06

FULL SPECTRUM LEGAL SERVECES
400 FELLOWSHIP RD
SUITE 220
MT LAUREL NJ 08054-0000

060371003000047 001

Dear Customer:

The Bureau of Motor Vehicles has received your request for information. We are not able to provide this information because the record you requested, as indicated below, does not exist in our files.

NAME : GILBERT,DANNY N & CYNTHIA GILBERT D

If you have any questions concerning this information, please contact Vehicle Record Services at the address or telephone number listed below.

Sincerely,

Customer Service Team
Bureau of Motor Vehicles

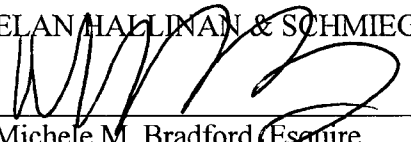
ADDRESS CORRESPONDENCE TO:
Department of Transportation
Vehicle Record Services
PO Box 68691
Harrisburg, PA 17106-8691

INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
www.dot.state.pa.us

VERIFICATION

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Motion for Equitable Conversion and to Confirm Sheriff's Sale Nunc Pro Tunc, and Brief in support thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

DATE: 3/8/06

PHILAN HALLINAN & SCHMIEG, LLP
BY: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Wells Fargo Home Mortgage, Inc.,

f/k/a Norwest Mortgage, Inc.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 2004-00633-CD

Danny N. Gilbert, Jr.

Cynthia D. Gilbert

RD 1 Box 34B

Rockton, PA 15865

Defendants

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify that true and correct copies of the foregoing Motion for Equitable Conversion and to Confirm Sheriff's Sale, Nunc pro Tunc and Brief in Support thereof, were served by regular mail on Defendants on the date listed below.

Danny N. Gilbert, Jr.

Cynthia D. Gilbert

RD 1 Box 34B,

1608 South Continental Drive

Rockton, PA 15865

Danny N. Gilbert, Jr.

Cynthia D. Gilbert

163 Hemlock Road

Dubois, PA 15801

DATE: 3/8/06

Phelan Hallinan & Schmieg, LLP

BY: 

Michele M. Bradford, Esquire
Attorney for Plaintiff

Never
Rec'd a
Sch. order

Req. 3 x's.

1/11 1/15/06
1/11 1/15/06
3/16
3/16
Sending
sch. o.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Wells Fargo Home Mortgage, Inc.,
f/k/a Norwest Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff

: Court of Common Pleas
: Civil Division
: No. 2004-00633-CD

vs.

Danny N. Gilbert, Jr.
Cynthia D. Gilbert
RD 1 Box 34B
Rockton, PA 15865

Defendants

ORDER

AND NOW, this _____ day of _____, 2006, upon consideration of Plaintiff's Motion for Equitable Conversion and Confirmation of Sheriff's Sale, Nunc Pro Tunc, and any response thereto, it is hereby:

ORDERED and DECREED that the dwelling at RD 1 Box 34B, a/k/a 1608 South Continental Drive, Rockton, PA 15856, Control #129096356, Map #1290E0600000273, is equitably converted to real estate by way of this motion, and not subject to separation from land, and the Sheriff's Sale of the aforementioned property of June 3, 2005 is confirmed, nunc pro tunc, and it is

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this Order for recording.

BY THE COURT:

J.

UP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Wells Fargo Home Mortgage, Inc.,
f/k/a Norwest Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff

: Court of Common Pleas

: Civil Division

: No. 2004-00633-CD

vs.

Danny N. Gilbert, Jr.
Cynthia D. Gilbert
RD 1 Box 34B
Rockton, PA 15865

Defendants

ORDER

AND NOW, this 21st day of APRIL 2006, a Rule is entered upon the
Defendants, to show cause why an Order should not be entered granting t Plaintiff's
Motion for Equitable Conversion and Confirmation of Sheriff's Sale, Nunc Pro Tunc.

Rule Returnable on the 5th day of May 2006, at 10:00 A.M. in the
Main Courtroom of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

Frederick J. Zimmerman
J.

FILED acc
012:5061
APR 21 2006
Shirley Bradford
CR

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

Suite 1400
1617 JFK Boulevard
Philadelphia, PA 19103-1814
215-563-7000
Fax: 215-563-3459
Email: michele.bradford@fedphe.com

Michele M. Bradford, Esquire

Representing Lenders in
Pennsylvania & New Jersey

April 19, 2006

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

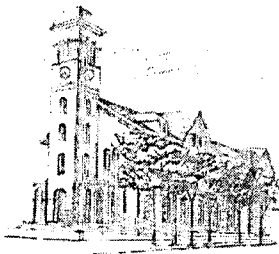
RE: Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc. vs. Danny N.
Gilbert, Jr. and Cynthia D. Gilbert
Clearfield County CCP, No. 2004-00633-CD

Dear Sir or Madam:

Enclosed for filing please find a Scheduling Order with regard to the above captioned matter. Please attach to the Motion for Equitable Conversion that was filed on March 9, 2006.

Very truly yours,

Michele M. Bradford
For Phelan Hallinan & Schmieg, LLP



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 4/21/06

X You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Wells Fargo Home Mortgage, Inc.,

f/k/a Norwest Mortgage, Inc.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 2004-00633-CD

vs.

Danny N. Gilbert, Jr.

Cynthia D. Gilbert

RD 1 Box 34B

Rockton, PA 15865

Defendants

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify that true and correct copies of the Order dated April 21, 2006, were served by regular mail on Defendants on the date listed below.

Danny N. Gilbert, Jr.

Cynthia D. Gilbert

RD 1 Box 34B,

1608 South Continental Drive

Rockton, PA 15865

Danny N. Gilbert, Jr.

Cynthia D. Gilbert

163 Hemlock Road

Dubois, PA 15801

DATE:

4/27/06

Phelan Hallinan & Schmieg, LLP

BY:

Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED ^{NO cc}
MAY 01 2006
12:45 PM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Wells Fargo Home Mortgage, Inc.,
f/k/a Norwest Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff

: Court of Common Pleas

: Civil Division

: No. 2004-00633-CD

vs.

Danny N. Gilbert, Jr.
Cynthia D. Gilbert
RD 1 Box 34B
Rockton, PA 15865

Defendants

ORDER

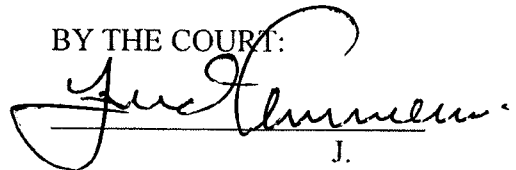
AND NOW, this 5th day of May, 2006, upon consideration of Plaintiff's Motion for Equitable Conversion and Confirmation of Sheriff's Sale, Nunc Pro Tunc, and any response thereto, it is hereby:

ORDERED and DECREED that the dwelling at RD 1 Box 34B, a/k/a 1608 South Continental Drive, Rockton, PA 15856, Control #129096356, Map #1290E0600000273, is equitably converted to real estate by way of this motion, and not subject to separation from land, and the Sheriff's Sale of the aforementioned property of June 3, 2005 is confirmed, nunc pro tunc, and it is

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this Order for recording.

THE REAL PROPERTY which is the subject of this Order is in Union Township, Clearfield County, Pennsylvania.

BY THE COURT:


J.

FILED

O 10:18 a.m. &

MAY 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

4 CL TO ATTY SOBEL
FOR ATTY Lichtenhan
Lichtenhan

EO

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

WELLS FARGO HOME MORTGAGE,)
INC f/k/a NORWEST MORTGAGE, INC.)
3476 Stateview Boulevard) No. 2004-00633-CD
Fort Mill, SC 29715,)
Plaintiff)
vs.)
DANNY N. GILBERT, JR. and) Type of Pleading:
CYNTHIA D. GILBERT) Certificate of Service
RD 1, Box 34B)
Rockton, PA 15865,) Filed on Behalf of:
Defendants) Plaintiff
)
) Counsel of Record for this
) Party:
)
) PHELAN HALLINAN & SCHMIEG LLP
) BY: DANIEL G. SCHMIEG, ESQUIRE
) IDENTIFICATION No. 62205
) ONE PENN CENTER AT SUBURBAN STATION
) 1617 JOHN F. KENNEDY BLVD, STE. 1400
) PHILADELPHIA, PA 19103-1814
) (215) 563-7000

FILED ^{2cc}
01/31/08/01 Amy Zhotz
MAY 09 2008 (un)

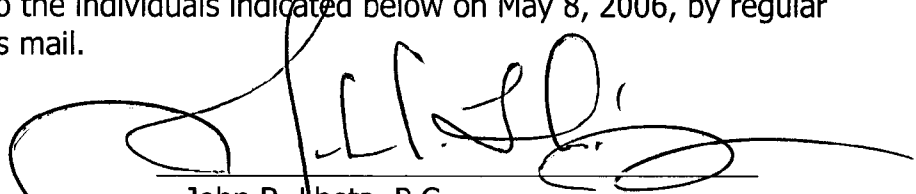
William A. Shaw
Prothonotary/Clerk of Courts

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

WELLS FARGO HOME MORTGAGE,)	
INC f/k/a NORWEST MORTGAGE, INC.)	
3476 Stateview Boulevard)	No. 2004-00633-CD
Fort Mill, SC 29715,)	
Plaintiff)	
vs.)	
DANNY N. GILBERT, JR. and)	
CYNTHIA D. GILBERT)	
RD 1, Box 34B)	
Rockton, PA 15865,)	
Defendants)	

CERTIFICATE OF SERVICE

I, John R. Lhota, Attorney at Law, co-counsel to Plaintiff in the above captioned matter, hereby certify that a certified copy of an Order dated May 5, 2006 issued in the above captioned matter, providing for equitable conversion of personal property to real estate has been sent to the individuals indicated below on May 8, 2006, by regular United States first class mail.



John R. Lhota, P.C.
By: John R. Lhota, Attorney at Law,
Co-Counsel to Plaintiff

Danny N. Gilbert, Jr. and
Cynthia D. Gilbert
R.D. 1, Box 34B
Rockton, PA 15865

JOHN R. LHOTA, P.C.
ATTORNEY AT LAW
110 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
